

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	NGU Real Estate Quakers Hill Unit 1, 2 Douglas Road Quakers Hill, NSW 2763	phone: (02) 8662 2763 email: quakershill@ngurealestate.com.au ref: Sam Yazdi

co-agent

vendor Caroline Liza Jacob Chukkiriyan, Roshan Felix Veliath

vendor's solicitor	Shal Lawyers & Associates Pty Ltd Shop 8 15-19 Toongabbie Rd Toongabbie NSW 2146	phone: 0423044177 email: viji@shal-lawyers.com.au ref: 20253795
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date for completion 42 days after the contract date (clause 15)

land (address, plan details and title reference) 20 BANDICOOT DR WOODCROFT NSW 2767  
LOT 94 DEPOSITED PLAN 270508  
Folio Identifier 94/270508

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies  documents in the List of Documents as marked or as 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 balance \_\_\_\_\_ (10% of the price, unless otherwise stated)

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>Caroline Liza Jacob Chukkiriyan</p> <p>_____</p> <p>Vendor</p>  <p>Roshan Felix Veliath</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**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 exemption, in the space below):

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**  
(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)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

**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:
 

<p>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</p>	<p>NSW Department of Education          NSW Fair Trading          Owner of adjoining land          Privacy          Public Works Advisory          Subsidence Advisory NSW          Telecommunications          Transport for NSW          Water, sewerage or drainage authority</p>
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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 –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<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 <sup>th</sup> 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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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**32. Inconsistency with printed contract**

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If there is any inconsistency between the printed conditions and these special conditions, then these special conditions shall prevail to the extent of any such inconsistencies.

**33. Amendments to Printed Conditions**

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The printed conditions shall be amended in the following manner:

- 33.1 Clause 7.1.1 "5%" is deleted and replaced with 1%;
- 33.2 Clause 7.2.1 "10%" is deleted and replaced with 1%;
- 33.3 Clause 10.1.8 of the Contract is amended by deleting the word "substance" and inserting the word "existence" in place thereof;
- 33.4 Clause 10.1.9 of the Contract is amended by deleting the word "substance" and inserting the word "existence" in place thereof;
- 33.5 Clause 16.8 is deleted
- 33.6 Clause 23.13 is deleted and replaced with the wording "The vendor is not obliged to serve a certificate under S184 of the Strata Schemes Management Act 2015 or S26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme;
- 33.7 Clause 23.14 of the Contract is deleted;
- 33.8 Clause 23.16 of the Contract is amended by inserting the following words at the end of that sub-clause "In the event that the authority provided in this contract for sale is deemed insufficient to authorise the purchaser to obtain a section 184 certificate and at the purchaser's further request no later than 21 days after the date of contract, then the vendor agrees to provide the purchaser with a further written authority as necessary to enable the purchaser or their solicitor/conveyance to obtain a section 184 Certificate.";
- 33.9 Clause 25 to 29 (inclusive) of this Contract are deleted.

**34. Whole Contract**

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In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

**35. Completion date and Notice to Complete**

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- 35.1 The vendor and purchaser must complete the contract by 5.00 pm on the completion date.
- 35.2 If the completion does not occur on the completion date, despite any other provision of this contract a notice to complete will be served.
- 35.3 The parties agree that:
  - 35.3.1 A notice period of 14 Days after the date of service of the notice on a party is sufficient for the purposes of serving a notice to complete;

35.3.2 Time will be essential for compliance with the notice to complete; and

35.3.3 A party receiving the notice to complete is deemed to have accepted that the notice is valid.

35.4 A party can, at any time, withdraw its notice to complete without prejudice to its continuing right to give a further notice.

35.5 Where the vendor issues a notice to complete, the purchaser must in addition to any other money payable under this Contract pay directly to the vendor's solicitor by way of bank cheque a GST inclusive fee of \$550 on completion as agreed additional costs arising from the issue of the notice to complete.

### **36. Transfer**

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The purchaser's solicitor or conveyance must send the transfer document to the Vendor's solicitor at least 14 days prior to the day of settlement if the matter cannot settle via PEXA. If the vendor's solicitor does not receive the transfer document at least 14 days before settlement the purchaser allows \$440 to the vendor's solicitor at the date of settlement as a reasonable cost to make arrangements to get the transfer signed by the vendor on an urgent basis.

### **37. Settlement Default**

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If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will pay directly to the vendor's solicitor by way of bank cheque \$330 (inc GST) on settlement, for each cancellation.

### **38. Payment of Interest**

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If for any reason, the purchaser does not complete this Contract on or before the date for completion, then on completion the purchaser must pay to the vendor, by Settlement Cheque, interest of 10% as Default Rate on the price payable under this Contract in respect of the period commencing on the day after the date for completion and ending on completion. It is agreed that this interest calculation represents a genuine pre-estimate of the vendor's losses and damages if completion is delayed otherwise than by the vendor's default.

### **39. Vendor may refuse completion**

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The purchaser is in default and cannot require the vendor to complete this Contract unless the interest payable under this Contract is paid to the vendor on completion.

### **40. Purchaser acknowledgements**

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40.1 The purchaser acknowledges that they are purchasing the property:-

40.1.1 In its present condition and state of repair;

40.1.2 Subject to all defects latent and patent;

40.1.3 Subject to any infestations and dilapidation;

40.1.4 Subject to all existing water, sewerage, drainage and plumbing services and connections, gas and electricity,

telephone or other installations or services (if any) in respect of the property; and

40.1.5 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.

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

40.3 The purchaser is not entitled to make any objection, requisition or claim if it is established that any rain or water down pipe attaching to or forming part of the property is connected to any sewer pipe, sewer main or any other pipe, main or connection for or of any relevant authority.

#### **41 Furnishing Chattels**

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The items of furnishings and chattels referred to in this contract are included in the sale without further consideration and are sold in their existing physical condition and state of repair and the Purchaser shall make no objection, requisition or claim for compensation in respect thereof. The vendor does not agree to provide the purchaser with a depreciation schedule for any items included in the sale.

#### **42 Agent**

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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.

#### **43 Release of Deposit**

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The parties hereto agree that in the event that the Vendor shall require the release of the deposit money paid in accordance with this contract for the purposes of appropriating same towards the Vendor's purchase of another property or for the payment of Stamp Duty on that purchase, then the Purchaser shall not raise any objection to the said deposit money being released for that purpose and shall forthwith authorise the release of the deposit money paid herein to be directed to the Agent or Conveyancer or Solicitor acting on the Vendor's purchase or the Office of State Revenue. In this case, Clause 2 of the Contract shall be deemed not to apply. The provision of this Special Condition is sufficient authority on a deposit holder to release such money.



#### **44 Deposit less than 10%**

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- 44.1 The deposit payable by the purchaser upon the making of this contract is 10% of the purchase price.
- 44.2 If the vendor accepts, upon the exchange of this contract, payment of a sum less than the full 10%, then the vendor is accepting a part-payment of the deposit by instalment. Nothing in this subsection shall alter the fact that the deposit payable by the purchaser is the full sum of 10% of the purchase price.
- 44.3 If this clause applies, the 10% deposit will be payable by the purchaser as follows:
- 44.3.1 5% of the purchase price at the date of this contract; and
  - 44.3.2 5% of the purchase price by bank cheque on ro before the date of completion under this contract or termination.
- 44.4 The vendor will not be obliged to complete the sale of the property unless the amount of the unpaid deposit is paid by bank cheque at the time set out in this clause.
- 44.5 In the event that the purchaser defaults in the observance or performance of any obligation hereunder which is or has become essential, the balance of the deposit shall become immediately due and payable and the purchaser shall forfeit the entire sum of 10% of the purchase price, pursuant to clause 9, to the vendor.
- 44.6 This balance of the deposit shall be payable to the vendor, notwithstanding that the contract is not completed. This clause shall not merge on completion and the vendor shall be entitled to sue for recovery of so much of the 10% deposit as remains outstanding as a debt due by the purchaser to the vendor.
- 44.7 In the event that this clause applies, any interest earned on the investment of the deposit must be paid exclusively to the party that becomes entitled to the deposit upon completion.

#### **45 Death or incapacity**

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

#### **46 Section 10.7 Environment Planning Certificate**

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Attached is a certificate under section 10.7 (formerly known as section 149) of the Environmental Planning & Assessment Act, (NSW) 1979. The purchaser agrees to make no objection or claim for compensation in respect of the contents of that certificate.

the contract on the basis that the diagram is not included in the contract.

#### **47 Requisitions on Title**

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Annexed to this contract is a form of Requisitions on Title and replies thereto. The purchaser acknowledges that the requisitions and replies are deemed to have been served and the Purchaser shall not require the Vendor to answer similar or standard requisitions presented in any other format.

.....

Purchaser initial

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

**Possession and tenancies**

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

**Title**

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

**Adjustments**

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

**Survey and building**

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

**Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

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

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

## REPLIES TO RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Subject to the Contract and so far as the Vendor is aware, it makes the following replies:

1. Noted
2. No.
3. The sale is not subject to a tenancy.
4. No.
5. Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee.
10. No.
11. Noted.
12. See the contract as to adjustments and the s 47 certificate already provided/attached.
13. Noted.
14. Noted.
15. No.
16. (a) As far as the vendor is aware yes.  
(b) No.  
(c) No.  
(d) No.  
(e) If applicable then it has been provided.
17. As to the vendor no.
18. There is no swimming pool.
19. (a) It is presumed to adjoining owners.  
(b) No.  
(c) Not applicable.  
(d) No.  
(e) No.

20. No.
21. (a)-(c) Other than as disclosed in the contract, no.
22. (a)-(f) Not as far as the vendor is aware.
23. (a)-(c) The services that are available will have been seen by the purchaser. Other than shown on certificates attached to the contract the vendor does not know the location of these services or of those of adjoining properties.
24. Not that the vendor is aware.
25. Noted.
26. Noted.
27. Noted.
28. Not applicable.
29. Noted.
30. Noted subject to contract.
31. Not agreed.



FOLIO: 94/270508

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/10/2025	10:20 AM	7	22/12/2023

LAND

-----

LOT 94 IN COMMUNITY PLAN DP270508  
AT WOODCROFT  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270508

FIRST SCHEDULE

-----

ROSHAN FELIX VELIATH  
CAROLINE LIZA JACOB CHUKKIRIYAN  
AS JOINT TENANTS (T AP609955)

SECOND SCHEDULE (14 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270508
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE  
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1086704 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1086706 EASEMENT FOR DRAINAGE OF WATER 1 METRE WIDE AND  
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1086706 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE S.88B INSTRUMENT
- 7 DP1086706 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1086706 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (14) IN THE S.88B INSTRUMENT
- 9 DP270508 EASEMENT FOR SERVICES 1 METRE(S) WIDE AND VARIABLE  
(F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM (DOC. 1)
- 10 DP270508 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND  
VARIABLE (G) AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM (DOC. 1)
- 11 DP270508 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM (DOC.4)
- 12 DP270508 EASEMENT FOR SUPPORT 0.2 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.4)
- 13 DP270508 EASEMENT FOR SUPPORT 0.2 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED (DOC.4)

END OF PAGE 1 - CONTINUED OVER

FOLIO: 94/270508

PAGE 2

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SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

-----

14 AT732441 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

20253795...

PRINTED ON 9/10/2025

\* 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.



NAME OF DEVELOPMENT, IF ANY  
**"EDGEWOOD"**

ADDRESS FOR SERVICE OF NOTICE  
**P.O. BOX 787  
 PARRAMATTA NSW 2124**

**DP270508** (E)

FOR REFERENCE TO ADDITIONAL SHEETS SEE SCHEDULE BELOW

REGISTERED: 21-12-2006

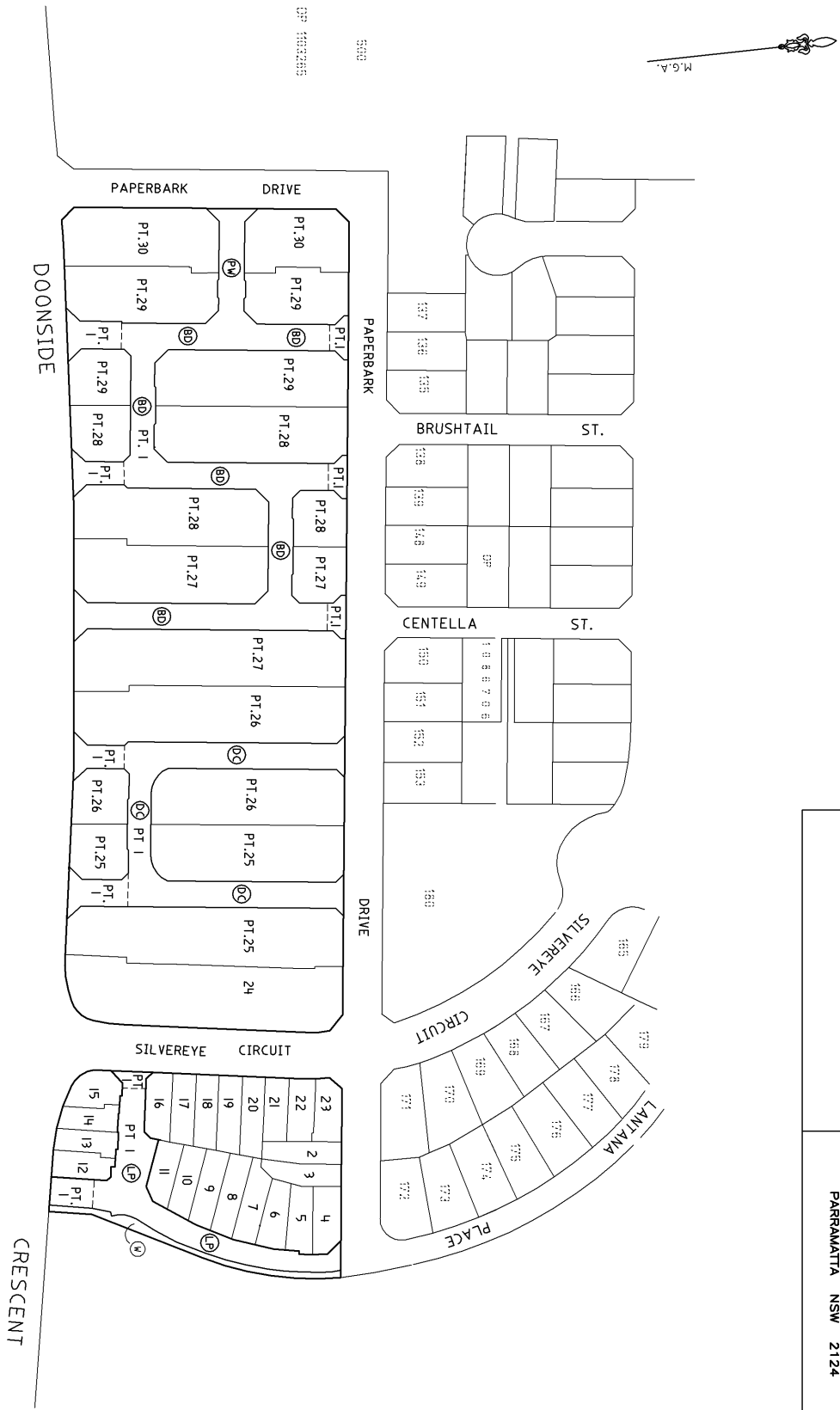
THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW.

APPROVAL No.  
 DATE: SEE SIGNATURES FORM

SURVEYOR'S SIGNATURE:  
 DATE: 12/09/06 SEE SIGNATURES FORM

**SCHEDULE OF CHANGES TO THE SCHEME**

LOT No.	DETAILS	SHEET No.
24	SUBDIVIDED INTO LOTS 31-41	12-14
25-26	SUBDIVIDED INTO LOTS 42-83	15-19
27	SUBDIVIDED INTO LOTS 84-104	20-21
28	SUBDIVIDED INTO LOTS 105-124	22-23
29-30	SUBDIVIDED INTO LOTS 125-154	24-26



- (P) OPEN ACCESSWAY (KNOWN AS LANTANA WAY) (VARIABLE WIDTH)
- (C) OPEN ACCESSWAY (KNOWN AS DIANELLA) (VARIABLE WIDTH)
- (P) OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)
- (B) OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)
- (K) PATHWAY (VARIABLE WIDTH)

**LOCATION DIAGRAM ONLY**

REDUCTION RATIO 1:250

PLAN FORM 2  
SIGNATURE AND SEALS ONLY.

SIGNED FOR SYDNEY WATER CORPORATION BY ITS ATTORNEYS.

JEFFREY FRANCIS COLENSO  
ROSS ROLAND WYNN

WHO HEREBY STATE AT THE TIME OF EXECUTING THIS INSTRUMENT HAVE NO NOTICE OF THE REVOCATION OF THE POWER OF ATTORNEY REGISTERED IN BOOK 4465 UNDER THE AUTHORITY OF WHICH THIS INSTRUMENT HAS BEEN EXECUTED.

SEE SIGNATURES FORM

ATTORNEY .....  
SEE SIGNATURES FORM

SEE SIGNATURES FORM

SIGNATURE OF WITNESS .....  
NAME OF WITNESS .....  
ADDRESS OF WITNESS .....  
115 BATHURST ST. SYDNEY

FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM

MARK	M.G.A. EASTING	CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
PM 53569	303 145,746	6 262 225,234	56	B	2
PM 44269	304 055,447	6 261 960,936	56	B	2
PM 44685	303 380,802	6 262 067,794	56	B	2
PM 57065	303 546,899	6 262 015,468	56	C	3

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 18/05/06  
COMBINED SCALE FACTOR 1.000068

- (P) OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)
- (B) OPEN ACCESSWAY (KNOWN AS BANDICOOT (VARIABLE WIDTH)
- (LP) OPEN ACCESSWAY (KNOWN AS LANTANA PLACE) (VARIABLE WIDTH)
- (C) OPEN ACCESSWAY (KNOWN AS DIANELLA (VARIABLE WIDTH)
- (M) PATHWAY (VARIABLE WIDTH)

Department of Lands Approval

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

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

Subdivision Certificate

I certify that the provisions of s.103A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed.....

STATEMENT BY SUBDIVISION

(Grant subdivision or new road)

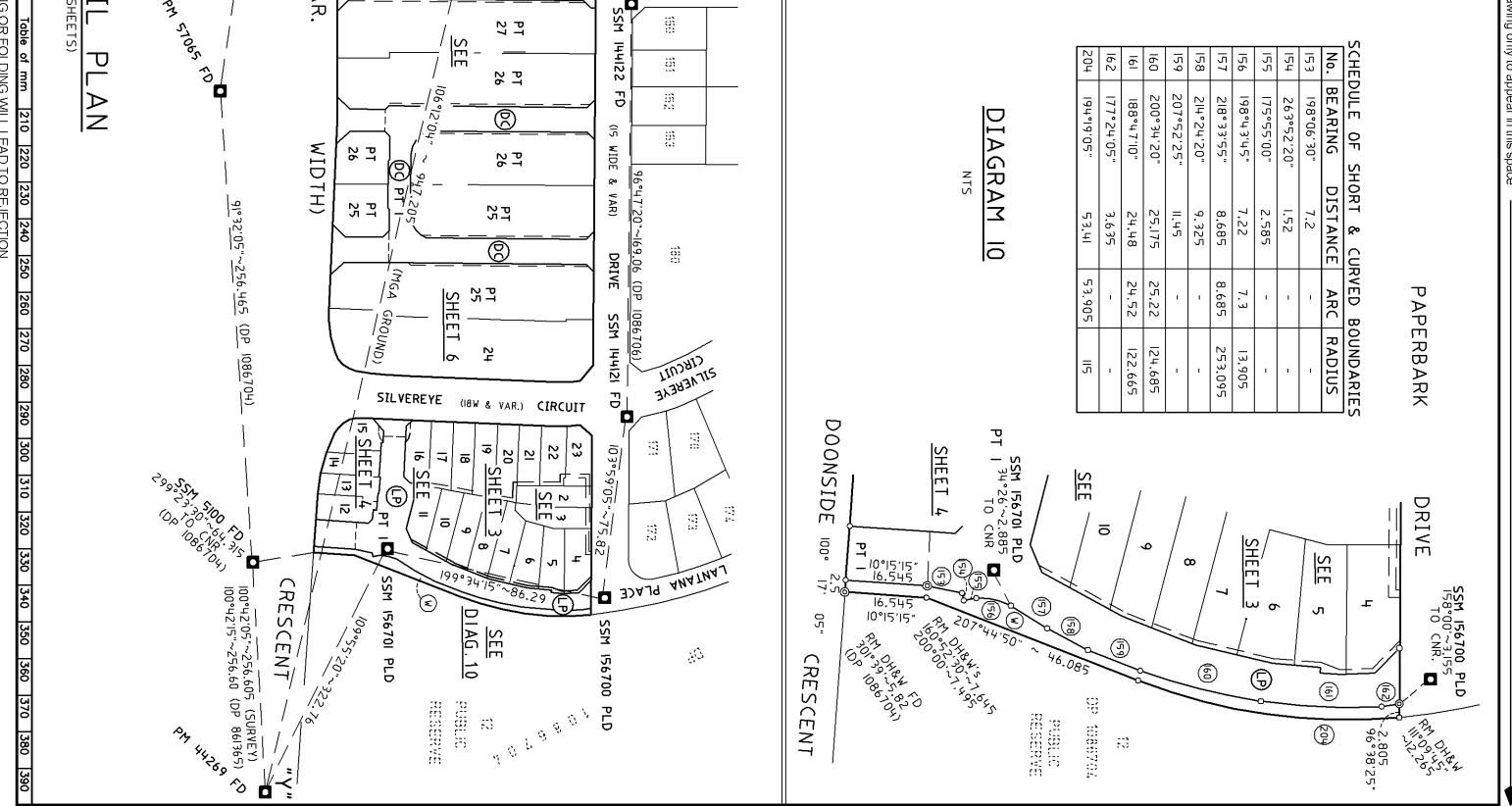
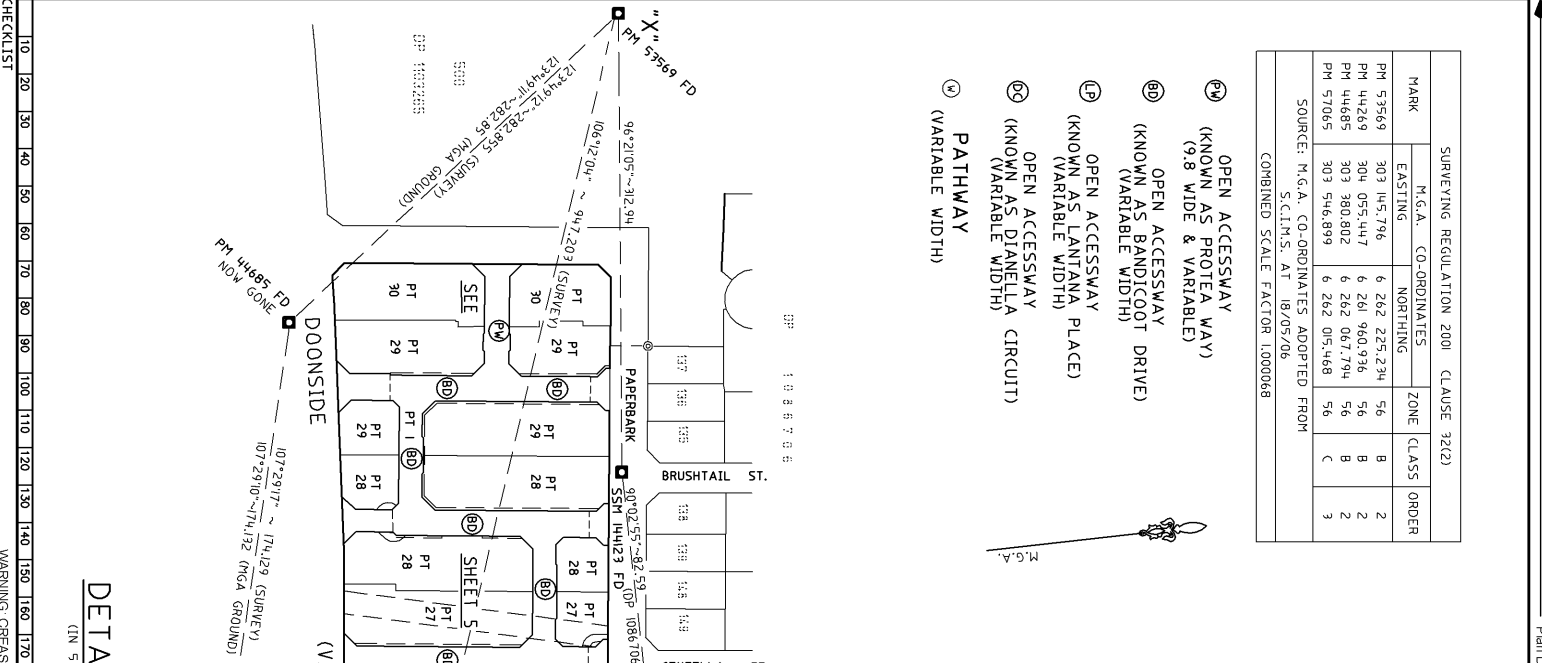
SEE SIGNATURES FORM

Authorised Person/Deputy Manager/Registered Officer: .....  
BLACKTOWN CITY COUNCIL  
8th NOVEMBER 2006  
NOT APPLICABLE  
11780  
DA-04-2406  
CONSSENT 04-2406 of 14/12/2004

SIEMENS REFERENCE: 758995.05.L102C2/H/H

CHECKLIST

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS
153	198°06'30"	7.2	-
154	263°42'20"	1.52	-
155	175°55'00"	2.585	-
156	198°43'45"	7.22	7.3
157	218°33'55"	8.685	8.685
158	214°24'20"	9.325	-
159	207°52'25"	11.45	-
160	200°34'20"	25.175	124.685
161	188°47'10"	24.48	122.665
162	177°24'05"	3.635	-
204	194°19'05"	53.41	53.405

**DP270508**

Registered: 21-12-2006

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 8260-63#

Last Plan: DP 1103265

PLAN OF SUBDIVISION OF LOT 501 DP 1103265

Lengths are in metres. Reduction Ratio 1 : 1500

LGA: BLACKTOWN

Locality: WOODCROFT

Parish: PROSPECT

County: CUMBERLAND

This is sheet 2 of my plan in 11 sheets. (Delete if inapplicable)

1. RONALD JAMES RENFELDER  
Surveying Registrar, 2006

LEAN & HAYWARD P/L  
of F/O, BOX 232, CAMPELLBELLARUM, N.S.W. 2536  
I hereby certify that the plan and the boundaries shown hereon were taken and reduced to the scale indicated on this plan in accordance with the method in accordance with the Surveying Regulation 2006 and are completed on 12/08/06.

The survey relates to: LOTS 1, 30, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

(I have signed the plan, and the boundaries shown hereon, and I have reduced them to the scale indicated on this plan in accordance with the method in accordance with the Surveying Regulation 2006 and are completed on 12/08/06.)

(Signature)  
Surveying Registrar under the Surveying Act, 2002

Datum Used: .....  
Type: Urban/Rural

Plans used in preparation of Survey/Completion  
DP 861965  
DP 10867104  
DP 10867106  
DP 1103265

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

LOTS 2-30 ARE DEVELOPMENT LOTS. IT IS INTENDED TO DEDICATE THE PATHWAY VARIABLE WIDTH TO THE PUBLIC.

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

- EASEMENT FOR ACCESS & MAINTENANCE (A)
- EASEMENT FOR OVERHANG 0.9 WIDE (B)
- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE (C)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D)
- EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (E)
- VARIABLE (F)
- EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (G)

CONT'D SHEET 3

DP270508

Registered: 21-12-2006

This is sheet 3 of my plan in 11 sheets dated 12/08/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

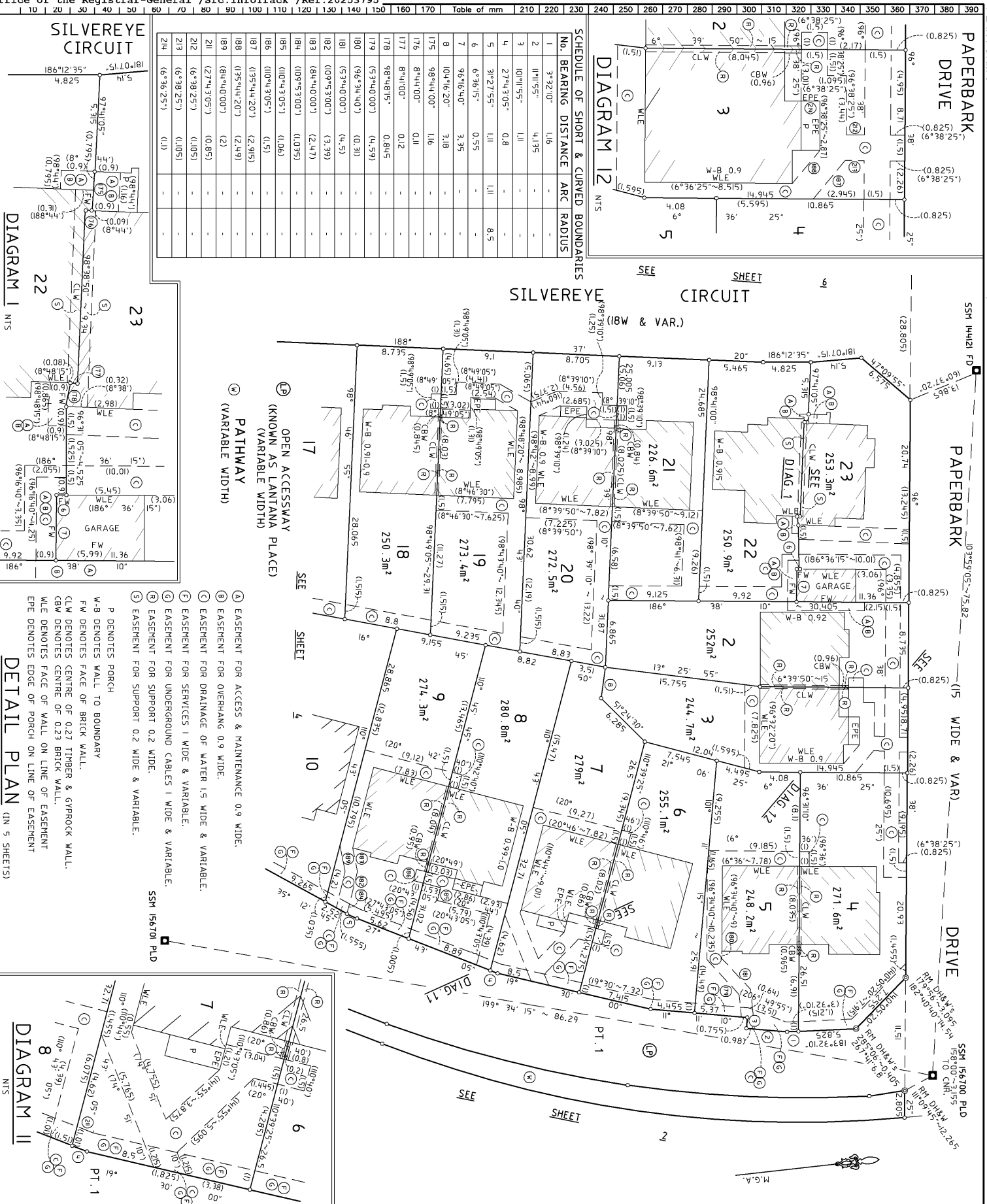
This is sheet 3 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006

SEE SIGNATURES FORM

Authorised Persons/General Manager/Accredited Certifier  
For use where space is insufficient in any panel on Plan Form 2

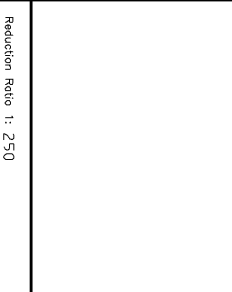
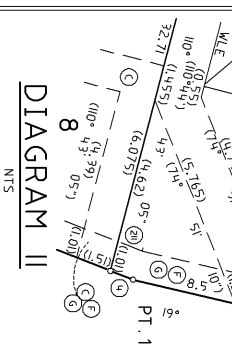
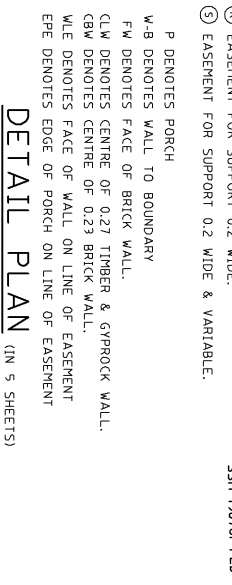
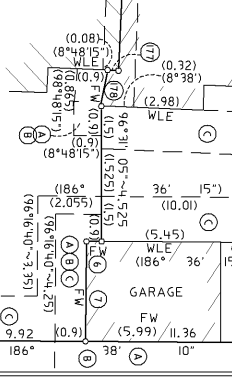
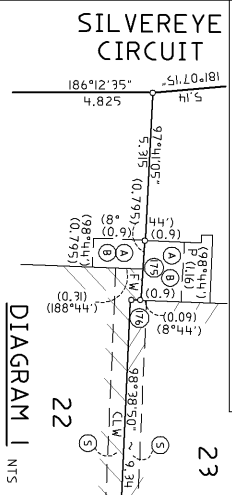
CONT'D. FROM SHEET 2

- 8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (H)
- 9. RESTRICTION ON THE USE OF LAND (I)
- 10. RESTRICTION ON THE USE OF LAND (K)
- 11. RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (L)
- 12. EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH. (O)
- 13. POSITIVE COVENANT.
- 14. EASEMENT FOR SUPPORT 0.2 WIDE (C)
- 15. EASEMENT FOR SUPPORT 0.2 WIDE & VARIABLE. (S)
- 16. EASEMENT FOR ELECTRICAL SERVICES 1 WIDE. (V)

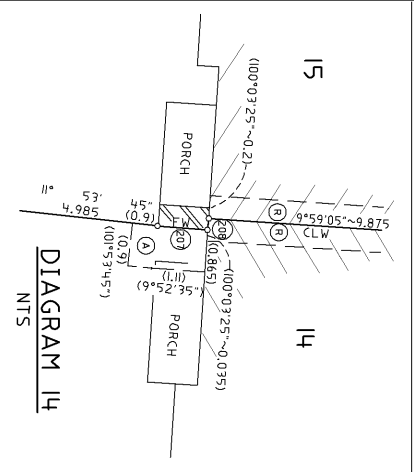
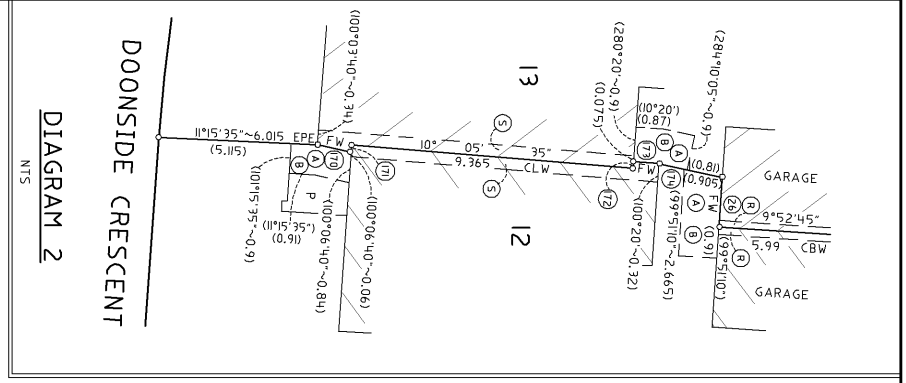


**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	DISTANCE	ARC RADIUS
1	3°32'10"	1.16	-
2	111°15'5"	4.175	-
3	101°11'55"	1.11	-
4	27°43'05"	0.8	-
5	3°27'55"	1.11	8.5
6	6°36'15"	0.55	-
7	96°16'40"	3.75	-
8	104°16'20"	3.18	-
175	98°44'00"	1.16	-
176	8°44'00"	0.11	-
177	8°44'00"	0.12	-
178	98°48'15"	0.845	-
179	(53°44'00")	(4.59)	-
180	(96°34'40")	(1.3)	-
181	(53°44'00")	(4.5)	-
182	(109°53'00")	(3.39)	-
183	(84°44'00")	(2.47)	-
184	(109°53'00")	(1.035)	-
185	(101°43'05")	(1.06)	-
186	(100°43'05")	(1.5)	-
187	(135°44'20")	(2.915)	-
188	(135°44'20")	(2.49)	-
189	(84°44'00")	(2)	-
211	(27°43'05")	(1.085)	-
212	(6°38'25")	(1.105)	-
213	(6°38'25")	(1.105)	-
214	(6°36'25")	(1.1)	-



Plan Drawing only to appear in this space

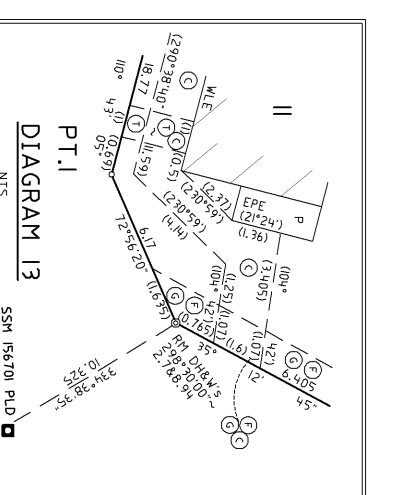


**SCHEDULE OF SHORT & CURVED BOUNDARIES & EASEMENT CUTS**

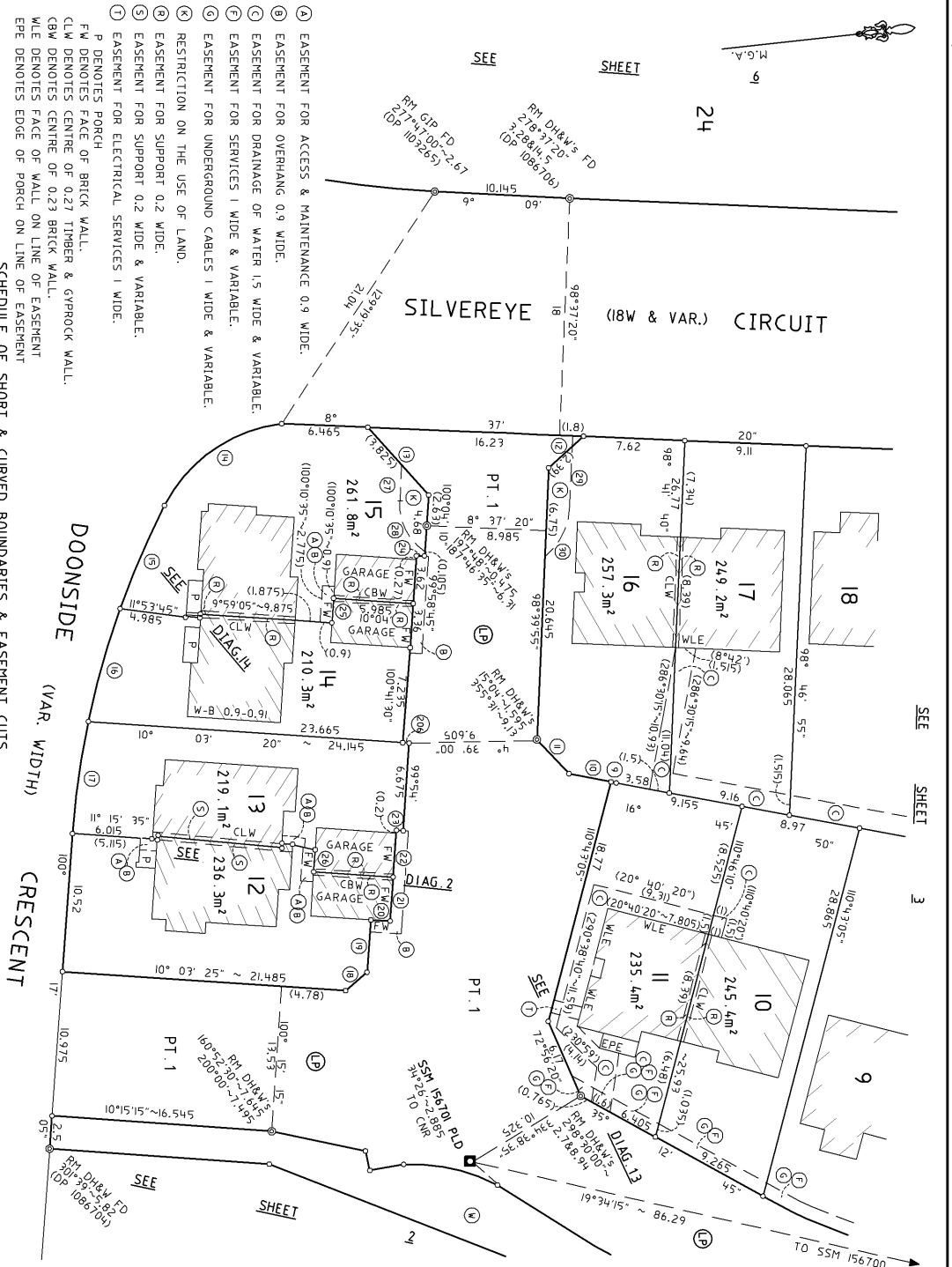
No.	BEARING	DISTANCE	ARC RADIUS
9	17°29'15"	0.87	-
10	17°29'15"	3.225	-
11	5°39'18"35"	3.5735	-
12	11°3'40"50"	3.5735	-
13	5°4'21"50"	6.895	-
14	15°0'57"55"	10.775	11.5
15	11°19'13"05"	8.525	8.53
16	11°4'30"5"	8.89	66.5
17	10°11'12"0"	8.575	66.5
18	11°42'28"35"	2.09	-
19	9°56'55"55"	3.95	-
20	9°56'55"55"	1.41	-
21	9°56'55"55"	3.35	-
22	9°56'55"55"	3.55	-
23	9°56'55"55"	0.54	-
24	180°08'00"	0.61	-

**DETAIL PLAN**  
(IN 5 SHEETS)

No.	BEARING	DISTANCE	ARC RADIUS
25	100°10'35"	1.87	-
26	99°59'10"	-	-
27	98°39'55"	(2.755)	-
28	71°3'40"0"	(4.495)	(5)
29	98°39'55"	(4.695)	(5)
30	122°5'6"20"	(4.11)	(4.235)
31	10°06'40"	0.35	-
32	280°31'0"	0.14	-
33	10°20'00"	0.84	-
34	11°10'05"	1.68	-
35	10°0'20"	0.48	-
36	189°52'35"	1.095	-
37	100°13'25"	0.165	-
38	95°9'05"	2.775	-



Reduction Ratio 1: 250  
SURVEYOR'S REFERENCE: 75899.05.L102(4/13)H



Authorised Persons/General Manager/Accredited Certifier  
For use where space is insufficient in any panel on Plan Form 2

SEE SIGNATURES FORM

This is sheet 4 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006

SEE SIGNATURES FORM

Registered: 21-12-2006

This is sheet 4 of my plan in 11 sheets dated 12/08/06

SEE SIGNATURES FORM

Swire registered under the Surveying Act 2002.

SEE SIGNATURES FORM

DP270508

PLAN

\*OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

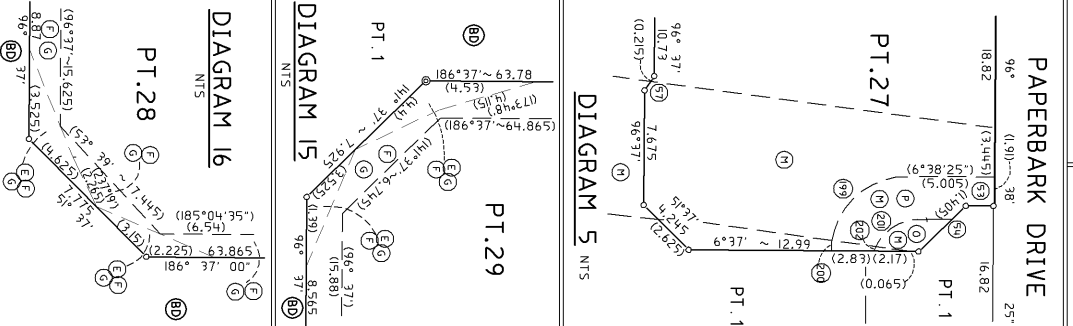
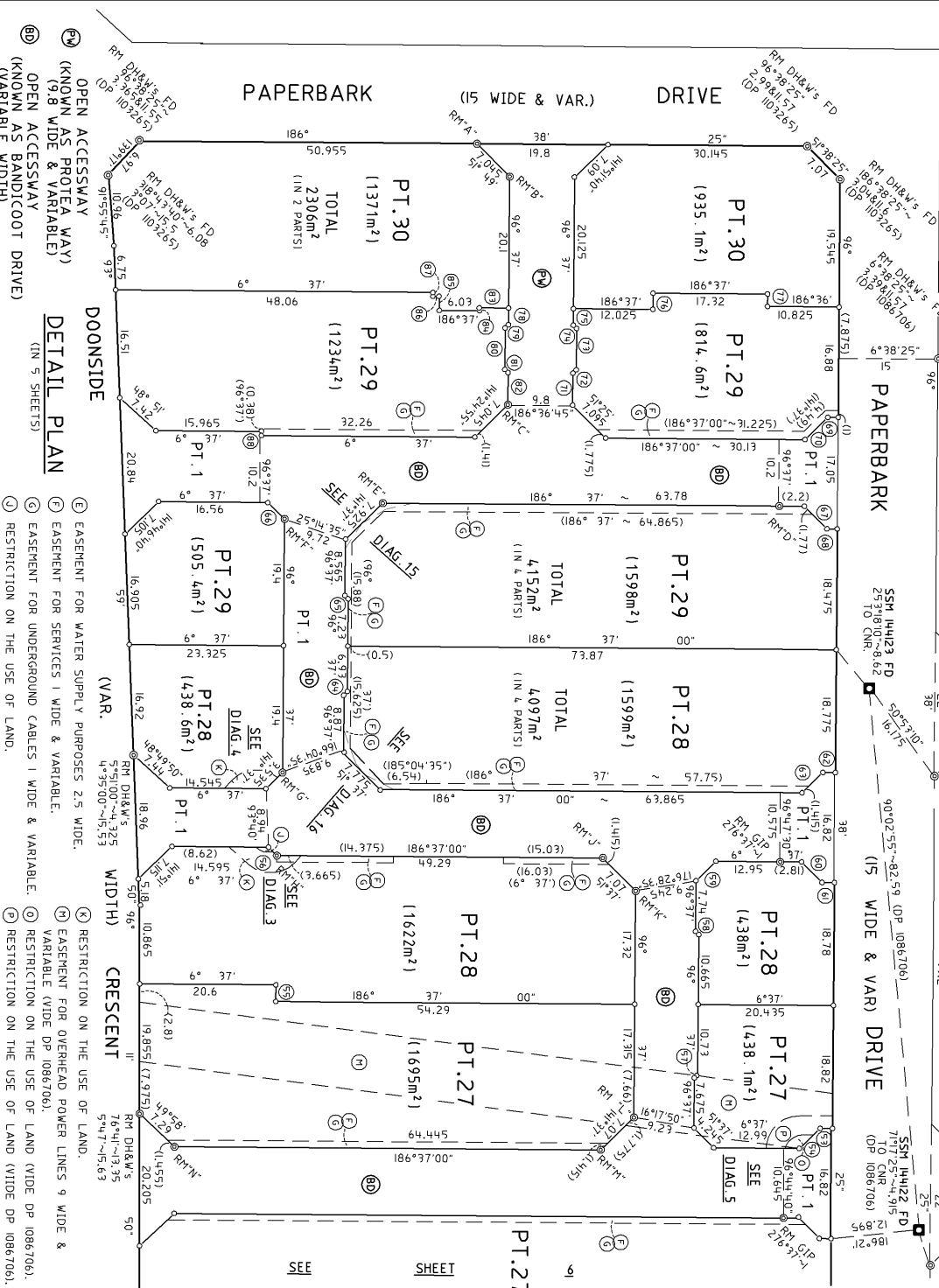
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

No.	BEARING	DISTANCE
53	6°38'25"	1.85
54	144°37'45"	4.365
55	96°37'00"	2.54
56	51°38'20"	1.785
57	144°37'00"	0.705
58	51°37'00"	0.705
59	144°37'00"	4.245
60	51°37'45"	4.42
61	6°35'50"	1.87
62	6°38'25"	1.87
63	144°37'45"	4.42
64	136°22'10"	0.78
65	51°37'00"	0.705
66	51°37'00"	3.575
67	51°37'00"	4.845
68	6°35'50"	1.57

No.	BEARING	DISTANCE	ARC	RADIUS
69	6°38'25"	1.575	-	-
70	144°37'00"	4.845	-	-
71	96°37'00"	4.895	-	-
72	144°37'00"	0.71	-	-
73	96°37'00"	6.32	-	-
74	51°37'00"	0.71	-	-
75	96°37'00"	2.53	-	-
76	276°37'00"	2.46	-	-
77	96°36'25"	1.905	-	-
78	96°37'00"	2.56	-	-
79	144°37'00"	0.705	-	-
80	96°37'00"	6.32	-	-
81	51°37'00"	0.705	-	-
82	276°37'00"	4.895	-	-

No.	BEARING	DISTANCE	ARC	RADIUS	DESCRIPTION
A	96°38'25"	3.23 & 12	-	-	DH&W'S
B	186°37'00"	1.72 & 7.95	-	-	DH&W'S
C	186°36'45"	1.605 & 8.07	-	-	DH&W'S
D	6°37'00"	1.19	-	-	DH&W
E	90°56'00"	10.635	-	-	DH&W
F	76°24'00"	1.15	-	-	DH&W
G	93°44'00"	7.68	-	-	DH&W
H	186°37'00"	2.43 & 9.51	-	-	DH&W'S
I	186°37'00"	2.43 & 9.64	-	-	DH&W'S
J	142°38'30"	10.125 & 16.245	-	-	DH&W'S
K	96°37'00"	1.4 & 10.05	-	-	DH&W'S
L	186°37'00"	0.88 & 7.1	-	-	DH&W'S
M	186°37'00"	0.8 & 7.15	-	-	DH&W'S
N	276°37'00"	1.475 & 10.095	-	-	DH&W'S
O	276°37'00"	2 & 8.105	-	-	DH&W'S

No.	BEARING	DISTANCE	DESCRIPTION
1	96°37'00"	1.72 & 7.95	DH&W'S
2	186°36'45"	1.605 & 8.07	DH&W'S
3	338°51'00"	1.19	DH&W
4	90°56'00"	10.635	DH&W
5	76°24'00"	1.15	DH&W
6	93°44'00"	7.68	DH&W
7	186°37'00"	2.43 & 9.51	DH&W'S
8	186°37'00"	2.43 & 9.64	DH&W'S
9	142°38'30"	10.125 & 16.245	DH&W'S
10	96°37'00"	1.4 & 10.05	DH&W'S
11	186°37'00"	0.88 & 7.1	DH&W'S
12	186°37'00"	0.8 & 7.15	DH&W'S
13	276°37'00"	1.475 & 10.095	DH&W'S
14	276°37'00"	2 & 8.105	DH&W'S



**SEE SIGNATURES FORM**

**DP270508**

Registered: 21-12-2006

This is sheet 5 of my plan in 11 sheets dated 12/08/06

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Authorised Persons/General Manager/Accredited Certifier

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

Reduction Ratio 1: 500

SHIRE/TORNS REFERENCE: 75899.05.1.02(5/1/1)H

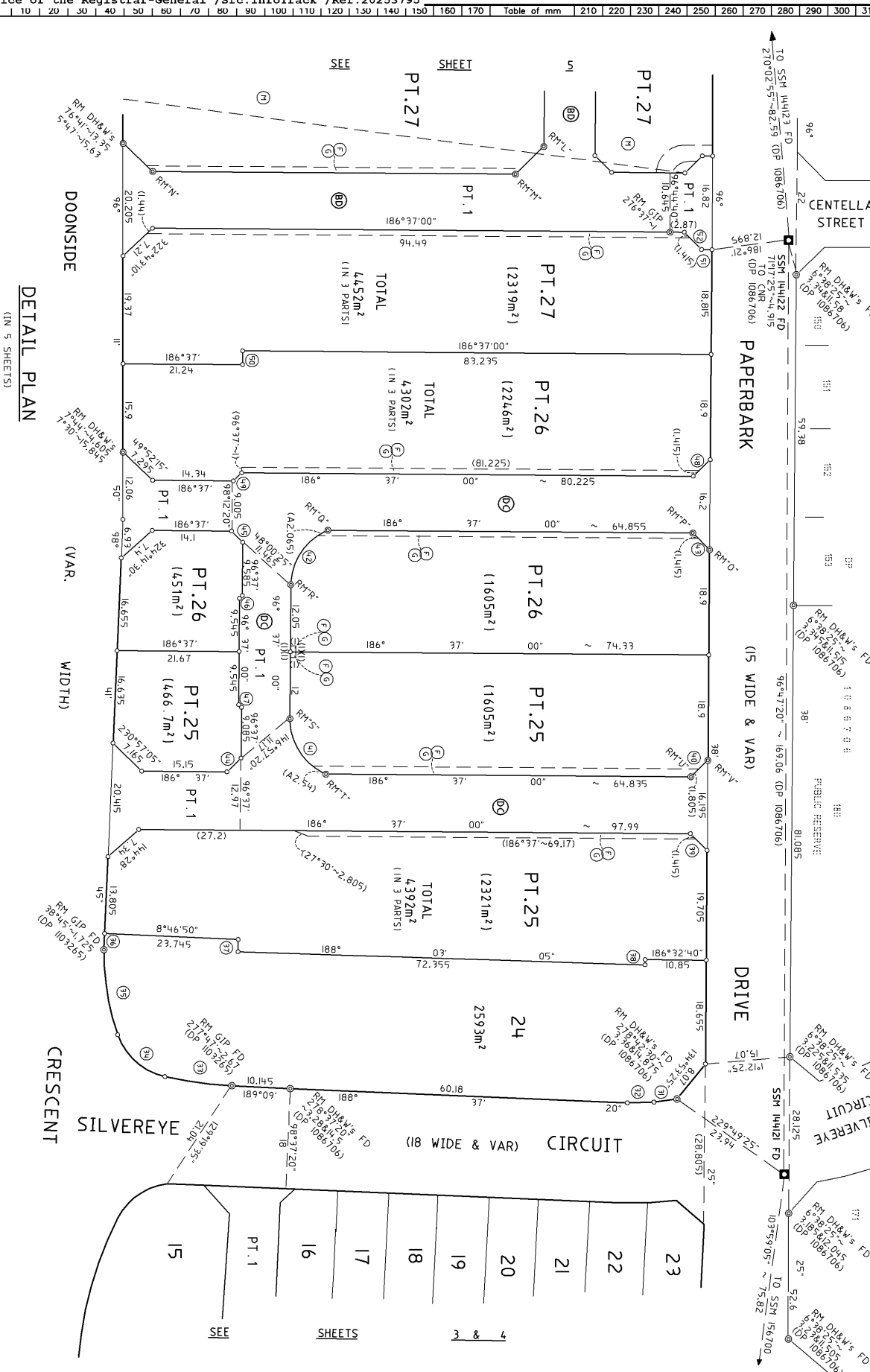
**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	DISTANCE	ARC RADIUS	No.	BEARING	DISTANCE	ARC RADIUS
31	178°32'40"	4.195	-	42	129°58'20"	11.79	12.475
32	184°32'15"	4.72	-	43	231°37'45"	4.24	-
33	193°57'25"	12.01	12.025	44	141°37'00"	3.535	-
34	228°06'10"	11.265	11.775	45	51°37'00"	2.83	-
35	87°00'45"	15.48	15.555	46	141°37'00"	0.705	-
36	98°41'45"	2.905	-	47	51°37'00"	0.705	-
37	96°37'00"	2.2	-	48	141°36'35"	4.24	-
38	277°07'30"	0.92	-	49	321°35'50"	2.08	-
39	231°37'45"	4.295	-	50	96°37'00"	2.47	-
40	321°37'45"	4.245	-	51	6°35'50"	1.85	-
41	6°32'34"0"	11.835	12.525	52	51°37'45"	4.365	-

**SCHEDULE OF REFERENCE MARKS PLACED**

No.	BEARING	DISTANCE	DESCRIPTION
L	186°37'00"	0.8 & 7.15	DH&W'S
M	276°37'00"	1.475 & 10.095	DH&W'S
N	276°37'00"	2 & 8.105	DH&W'S
O	186°38'25"	2.7 & 11.6	DH&W'S
P	96°37'00"	1.71 & 8.45	DH&W'S
Q	96°37'00"	1.5 & 7.595	DH&W'S
R	6°37'00"	0.8 & 7	DH&W'S
S	6°37'00"	0.8 & 7	DH&W'S
T	276°37'00"	1.1 & 7.55	DH&W'S
U	276°37'00"	1.8 & 8.4	DH&W'S
V	186°38'25"	2.7 & 11.605	DH&W'S

- ⊕ EASEMENT FOR SERVICES 1 WIDE & VARIABLE.
- ⊙ EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE.
- ⊕ EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE (WIDE DP 1086706).
- ⊙ OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)
- ⊕ OPEN ACCESSWAY (KNOWN AS BAINDOOT DRIVE) (VARIABLE WIDTH)



**SEE SHEETS**

Reduction Ratio 1: 500

SILVEREYE'S REFERENCE: 75899.05.L0216/1/1

Authorised Persons/General Manager/Accredited Certifier  
For use where space is insufficient in any panel on Plan Form 2

**SEE SIGNATURES FORM**

This is sheet 6 of the plan of 11 sheets covered by subdivision Certificate No. 11780  
8th NOVEMBER 2006

Surveyor registered under the Surveying Act 2002.

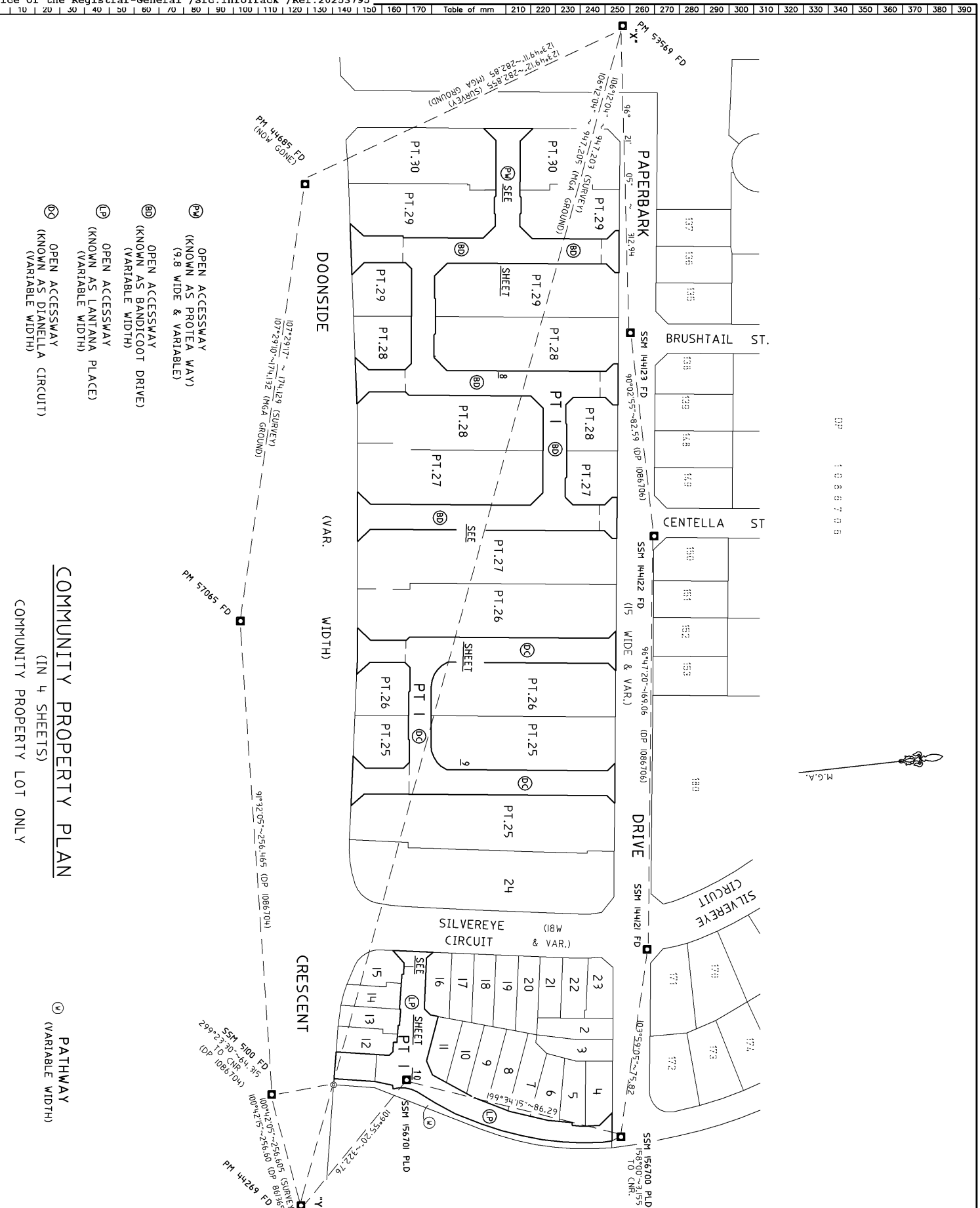
**Registered:** 21-12-2006

This is sheet 6 of my plan in 11 sheets dated 12/08/06

**SEE SIGNATURES FORM**

**DP270508**

**SEE SIGNATURES FORM**



DP 1:000 7:000



- (A) OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)
- (B) OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)
- (C) OPEN ACCESSWAY (KNOWN AS LANTANA PLACE) (VARIABLE WIDTH)
- (D) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)

COMMUNITY PROPERTY PLAN  
 (IN 4 SHEETS)  
 COMMUNITY PROPERTY LOT ONLY

(E) PATHWAY (VARIABLE WIDTH)

DP270508

Registered: 21-12-2006

This is sheet 7 of my plan in 11 sheets, dated 12/08/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

This is sheet 7 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006

SEE SIGNATURES FORM

Authorised Persons/General Manager/Accredited Certifier  
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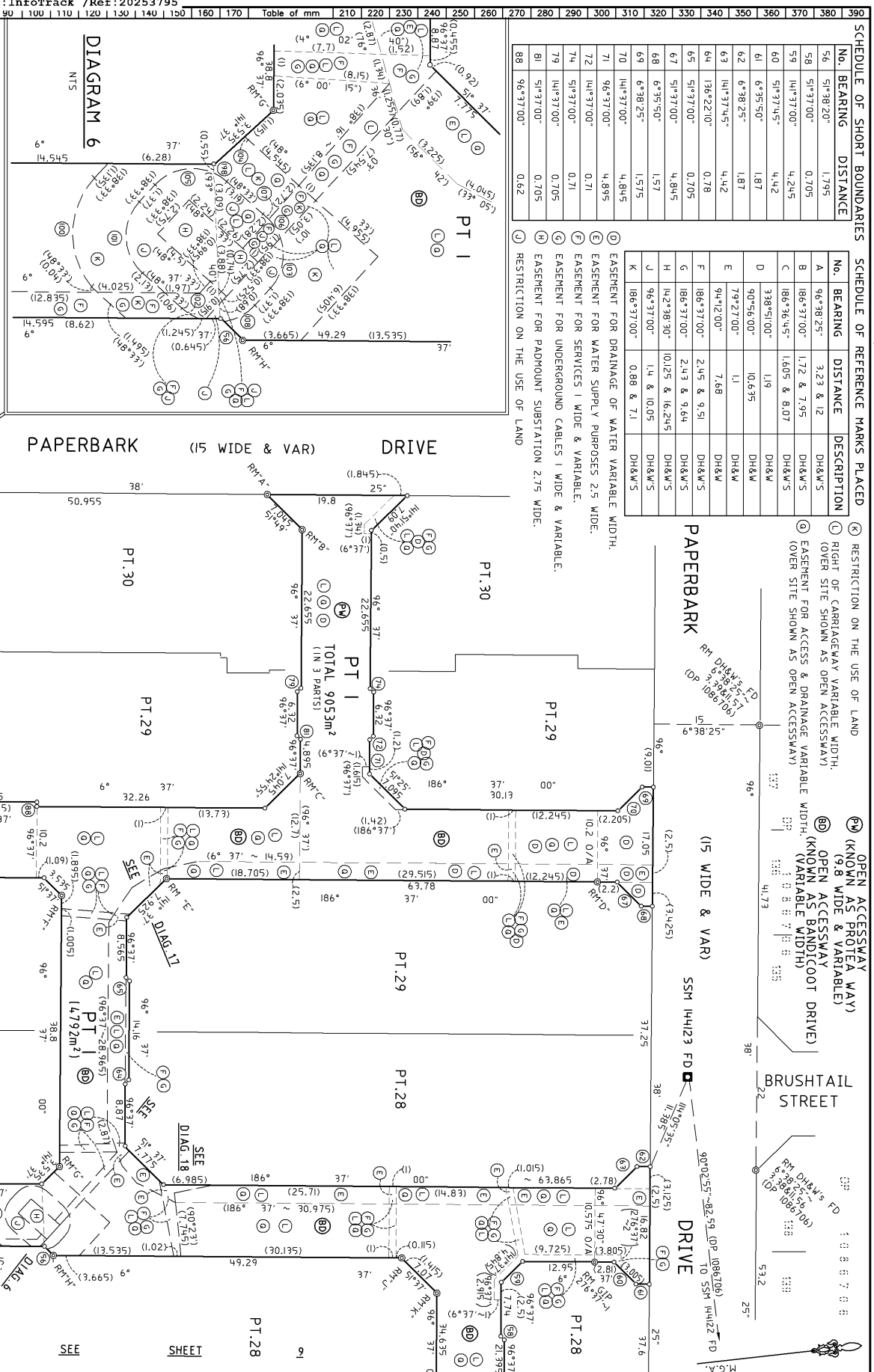
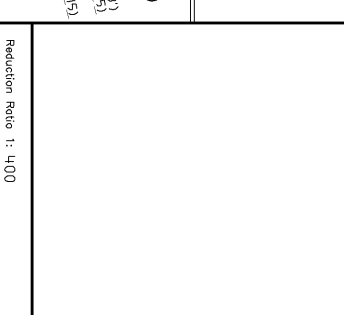
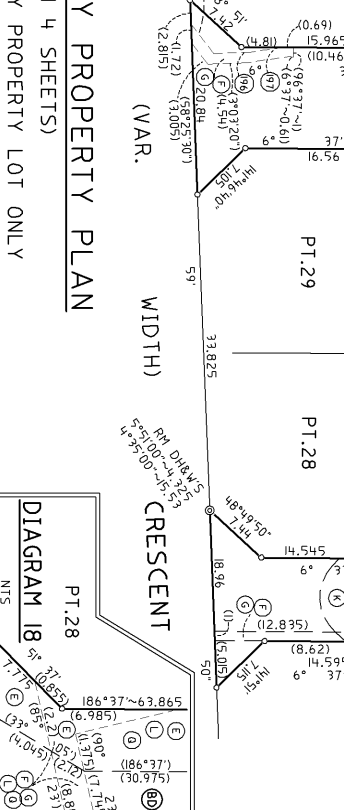
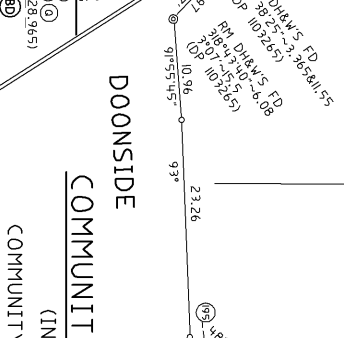
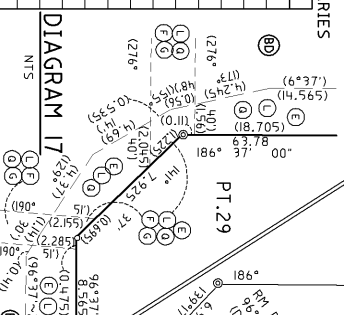
Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: 75899.05.1.02(T/14)H

No.	BEARING	DISTANCE	DESCRIPTION
56	S 1° 38' 20" W	1.795	DH&W'S
58	S 1° 37' 00" W	0.705	DH&W'S
59	H 1° 37' 00" W	4.245	DH&W'S
60	S 1° 37' 45" W	4.42	DH&W'S
61	S 1° 35' 50" W	1.87	DH&W'S
62	S 1° 38' 25" W	1.87	DH&W'S
63	H 1° 37' 45" W	4.42	DH&W'S
64	S 1° 37' 00" W	0.705	DH&W'S
65	S 1° 37' 00" W	0.705	DH&W'S
67	S 1° 37' 00" W	4.845	DH&W'S
68	S 1° 35' 50" W	1.57	DH&W'S
69	S 1° 38' 25" W	1.575	DH&W'S
70	H 1° 37' 00" W	4.845	DH&W'S
71	S 1° 37' 00" W	4.895	DH&W'S
72	H 1° 37' 00" W	0.71	DH&W'S
74	S 1° 37' 00" W	0.71	DH&W'S
79	H 1° 37' 00" W	0.705	DH&W'S
81	S 1° 37' 00" W	0.705	DH&W'S
88	S 1° 37' 00" W	0.62	DH&W'S

No.	BEARING	DISTANCE	DESCRIPTION
A	S 6° 38' 25" W	3.23 & 1.2	DH&W'S
B	S 1° 37' 00" W	1.72 & 7.95	DH&W'S
C	S 1° 37' 45" W	1.605 & 8.07	DH&W'S
D	S 1° 35' 50" W	1.19	DH&W'S
E	S 1° 38' 25" W	1.11	DH&W'S
F	S 1° 37' 00" W	2.45 & 9.51	DH&W'S
G	S 1° 37' 00" W	2.43 & 9.64	DH&W'S
H	S 1° 37' 00" W	10.25 & 16.245	DH&W'S
I	S 1° 37' 00" W	1.4 & 10.05	DH&W'S
J	S 1° 37' 00" W	0.88 & 7.1	DH&W'S
K	S 1° 37' 00" W	0.88 & 7.1	DH&W'S

No.	BEARING	DISTANCE	ARC RADIUS
100	S 1° 37' 00" W	(1.07)	(7.855)
101	S 1° 37' 00" W	(1.245)	(4.71)
102	S 1° 37' 00" W	(0.48)	(0.48)
103	S 1° 37' 00" W	(3.075)	(3.23)
104	S 1° 37' 00" W	(0.2)	(0.2)
105	S 1° 37' 00" W	(3.595)	(3.855)
106	S 1° 37' 00" W	(1.05)	(1.055)
107	S 1° 37' 00" W	(0.425)	(0.425)
108	S 1° 37' 00" W	(1.81)	(1.81)
109	S 1° 37' 00" W	(3.88)	(3.88)
110	S 1° 37' 00" W	(3.965)	(3.965)
111	S 1° 37' 00" W	(0.855)	(0.855)
112	S 1° 37' 00" W	(0.855)	(0.855)
113	S 1° 37' 00" W	(3)	(3)



ePlan

**DP270508**

Registered: 21-12-2006

This is sheet 8 of my plan in 11 sheets dated 12/08/06

SEE SIGNATURES FORM

Authorised Persons/General Manager/Accredited Certifier  
For use where space is insufficient in any panel on Plan Form 2

SEE SIGNATURES FORM

This is sheet 8 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006

SEE SIGNATURES FORM

Swire registered under the Surveying Act 2002.

Reduction Ratio: 1:400

SURVEYOR'S REFERENCE: 75899.05.10218(1/1)H

SCHEDULE OF SHORT BOUNDARIES

SCHEDULE OF REFERENCE MARKS PLACED

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

RESTRICTION ON THE USE OF LAND

RESTRICTION ON THE USE OF LAND (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)

RIGHT OF CARRIAGEWAY VARIABLE WIDTH (OVER SITE SHOWN AS OPEN ACCESSWAY)

EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH (OVER SITE SHOWN AS OPEN ACCESSWAY)

OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)

OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)

RESTRICTION ON THE USE OF LAND (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)

RIGHT OF CARRIAGEWAY VARIABLE WIDTH (OVER SITE SHOWN AS OPEN ACCESSWAY)

EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH (OVER SITE SHOWN AS OPEN ACCESSWAY)

OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (9.8 WIDE & VARIABLE)

OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)



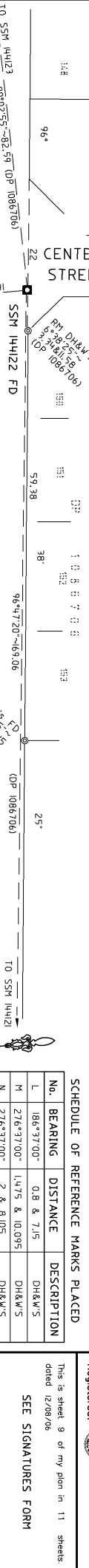
- (D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- (E) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE.
- (F) EASEMENT FOR SERVICES 1 WIDE & VARIABLE.
- (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE.
- (L) RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (OVER SITE SHOWN AS OPEN ACCESSWAY)
- (M) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE (VIDE DP 1086706).
- (N) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE. (VIDE DP 1086706).
- (O) RESTRICTION ON THE USE OF LAND (VIDE DP 1086706).
- (P) EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH. (OVER SITE SHOWN AS OPEN ACCESSWAY)
- (R) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)

- (Q) OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)
- (S) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)

- (T) RESTRICTION ON THE USE OF LAND (VIDE DP 1086706).
- (U) EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH. (OVER SITE SHOWN AS OPEN ACCESSWAY)
- (V) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)

- (W) OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE) (VARIABLE WIDTH)
- (X) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (VARIABLE WIDTH)

Registered: 21-12-2006  
 This is sheet 9 of my plan in 11 sheets dated 12/08/06  
 SEE SIGNATURES FORM  
 Swagor registered under the Surveying Act 2002.  
 This is sheet 9 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006  
 SEE SIGNATURES FORM

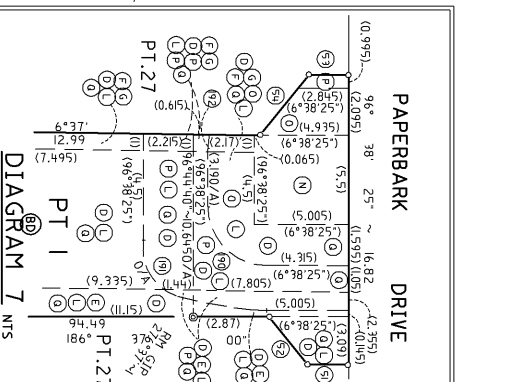
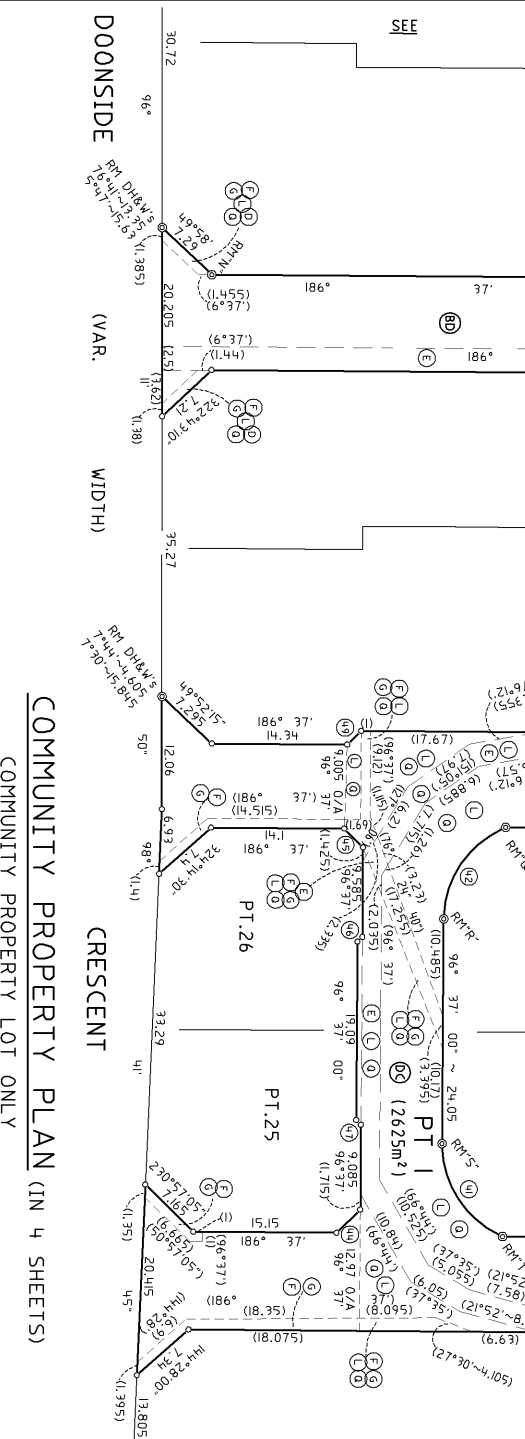


SCHEDULE OF REFERENCE MARKS PLACED

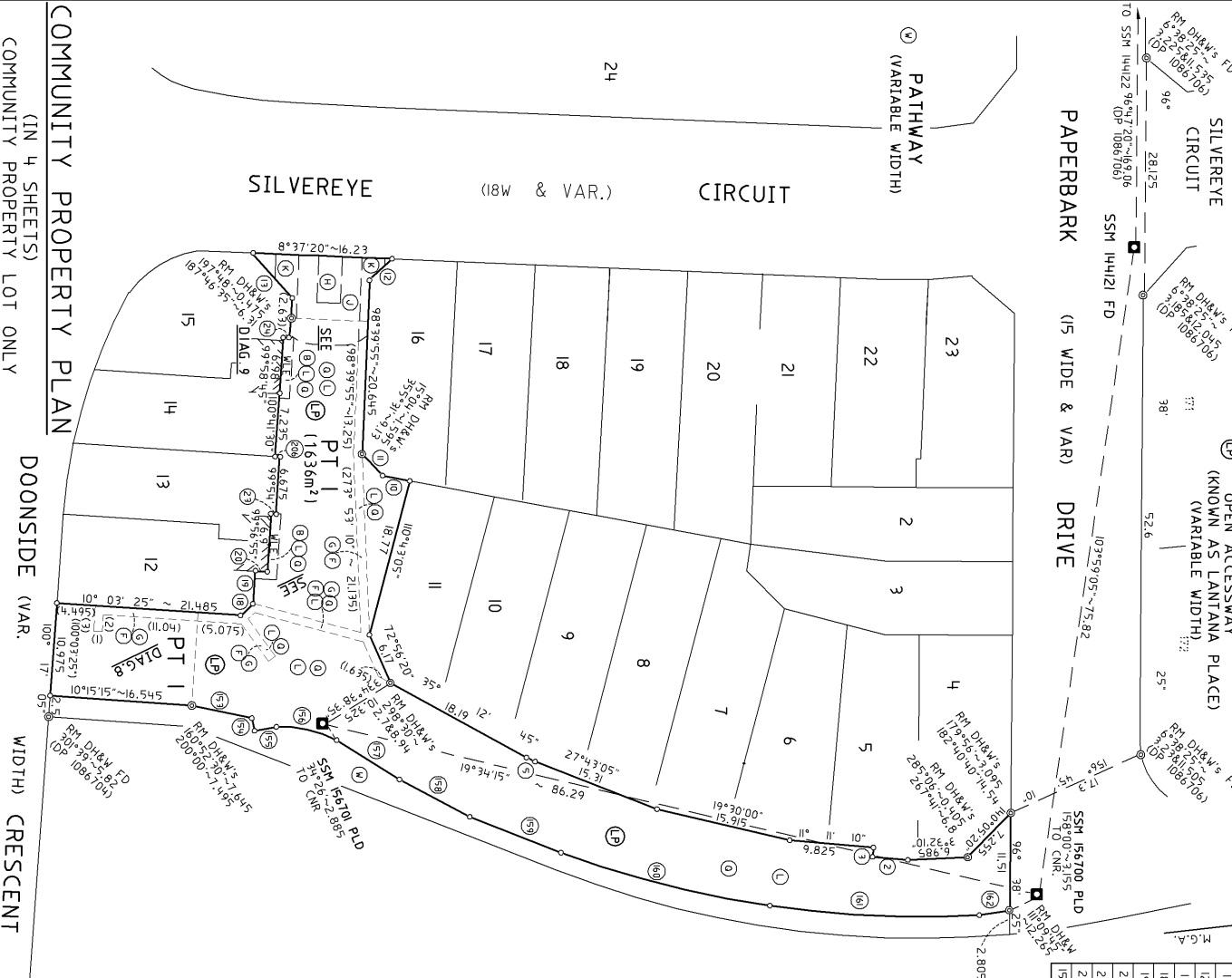
No.	BEARING	DISTANCE	DESCRIPTION
L	186°37'00"	0.8 & 7.15	DH&W'S
M	276°37'00"	1.475 & 10.095	DH&W'S
N	276°37'00"	2 & 8.105	DH&W'S
O	186°38'25"	2.7 & 11.6	DH&W'S
P	96°37'00"	1.71 & 8.45	DH&W'S
Q	96°37'00"	1.15 & 7.595	DH&W'S
R	6°37'00"	0.8 & 7	DH&W'S
S	6°37'00"	0.8 & 7	DH&W'S
T	276°37'00"	1.1 & 7.55	DH&W'S
U	276°37'00"	1.8 & 8.4	DH&W'S
V	186°38'25"	2.7 & 11.605	DH&W'S

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS
39	231°37'45"	4.235	-
40	321°37'45"	4.245	-
41	6°32'34"0"	11.835	12.525
42	129°58'20"	11.79	12.475
43	231°37'45"	4.24	-
44	141°37'00"	3.535	-
45	51°37'00"	2.83	-
46	141°37'00"	0.705	-
47	51°37'00"	0.705	-
48	141°36'35"	4.24	-
49	321°36'50"	2.08	-
51	6°35'50"	1.85	-
52	51°37'45"	4.365	-
53	6°38'25"	1.85	-
54	141°37'45"	4.365	-
57	141°37'00"	0.705	-
90	51°38'25"	(4.245)	(4.71)
91	51°38'25"	(7.07)	(7.855)
92	105°24'50"	(0.915)	(0.92)

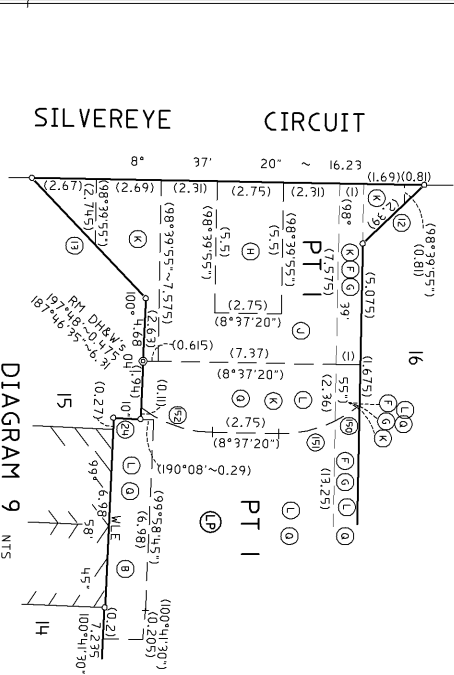
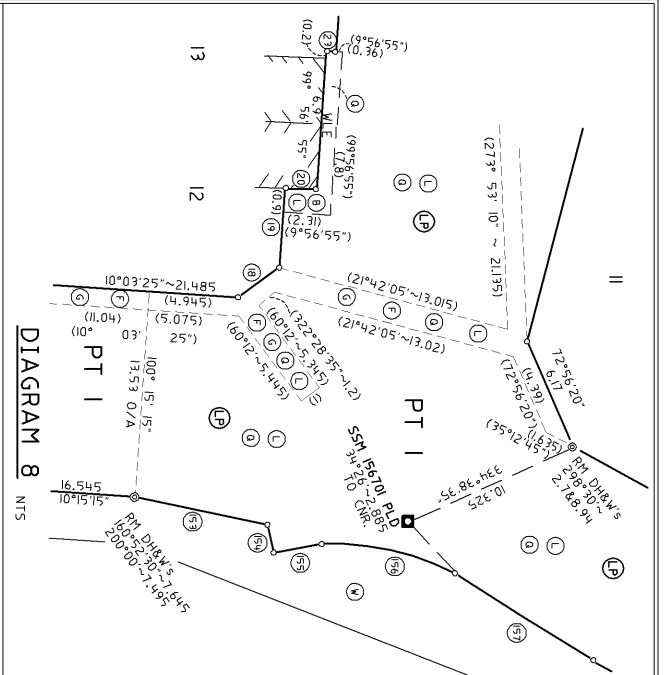


- (A) EASEMENT FOR OVERHANG 0.9 WIDE.
- (B) EASEMENT FOR SERVICES 1 WIDE & VARIABLE.
- (C) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE.
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- (E) RESTRICTION ON THE USE OF LAND.
- (F) RESTRICTION ON THE USE OF LAND.
- (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (OVER SITE SHOWN AS OPEN ACCESSWAY)
- (H) EASEMENT FOR ACCESS & DRAINAGE VARIABLE WIDTH. (OVER SITE SHOWN AS OPEN ACCESSWAY)
- (I) OPEN ACCESSWAY (KNOWN AS LANTANA PLACE) (VARIABLE WIDTH)
- (J) WLE DENOTES FACE OF WALL ON LINE OF EASEMENT



SCHEDULE OF SHORT & CURVED BOUNDARIES & EASEMENT CUTS

No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
1	101°11'55"	4.135	-	-	151	174°53'00"	(2.375)	(2.3)	(5)
2	101°11'55"	-	-	-	152	(206°54'00")	(2.135)	(3.19)	(5)
3	101°11'55"	-	-	-	153	198°06'30"	7.2	-	-
4	101°11'55"	-	-	-	154	263°52'20"	1.52	-	-
5	3°27'55"	1.11	1.11	8.5	155	175°55'00"	2.585	-	-
6	17°29'15"	3.225	-	-	156	198°44'45"	7.22	7.3	13.905
7	53°48'35"	3.535	-	-	157	208°33'55"	8.685	8.685	253.095
8	143°44'50"	6.895	-	-	158	214°24'20"	9.325	-	-
9	54°27'50"	2.09	-	-	159	207°52'25"	11.45	-	-
10	142°28'35"	2.09	-	-	160	200°34'20"	25.175	25.22	124.685
11	99°56'55"	1.41	-	-	161	188°47'10"	24.48	24.52	122.665
12	9°56'55"	0.54	-	-	162	177°24'05"	3.635	-	-
13	190°08'00"	0.61	-	-	163	100°33'20"	0.48	-	-
14	(154°40'50")	(1.215)	(1.215)	(5)	206	100°33'20"	0.48	-	-



DP270508

Registered: 21-12-2006

This is sheet 10 of my plan in 11 sheets dated 12/08/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002. This is sheet 10 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2006

SEE SIGNATURES FORM

Authorised Persons/General Manager/Accredited Certifier For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 400

SURVEYOR'S REFERENCE: 75899.05.L02(10/11)H

**INITIAL SCHEDULE**  
 SCHEDULE OF UNIT ENTITLEMENT

**HISTORICAL FILE  
 SEE REPLACEMENT  
 SHEET 11A**

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	
20	100	
21	100	
22	100	
23	100	
24	1100	
25	2100	
26	2100	
27	2100	
28	2000	
29	2000	
30	1000	
TOTAL	14600	

**DP270508**

Registered:  21-12-2006

This is sheet 11 of my plan in 11 sheets dated 12/08/06

**SEE SIGNATURES FORM**

Surveyor registered under the Surveying Act 2002

This is sheet 11 of the plan of 11 sheets covered by subdivision Certificate No. 11780 of 8th NOVEMBER 2008

**SEE SIGNATURES FORM**

Authorised Person/General Manager/Accredited Certifier

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 11A, 11B, ETC AS THE CIRCUMSTANCES REQUIRE.

I, GABRIEL THELMEIER OF PRESTON ROCKE PATTERSON, P/L BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 22/11/06

**SEE SIGNATURES FORM**  
 SIGNED.....  
 DATED..... 22/11/06

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	
20	100	
21	100	
22	100	
23	100	
24	SUBDIVIDER INTO LOTS 31-41	
25	2100	SEE ADDITIONAL SHEETS 12, 13 & 14
26	2100	
27	2100	
28	2000	
29	2000	
30	1000	

HISTORICAL FILE  
SEE REPLACEMENT SHEET 11B

LOT	UNIT ENTITLEMENT	SUBDIVISION
31	100	
32	100	
33	100	
34	100	
35	100	
36	100	
37	100	
38	100	
39	100	
40	100	
41	100	
TOTAL	14600	

DP270508  
REPLACEMENT SHEET 11A

Registered:  4-5-2007

This is sheet 4 of my plan in 4 sheets dated 10/11/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

This is sheet 4 of the plan of 4 sheets covered by subdivision Certificate No. 11833 of 15th JANUARY 2007

SEE SIGNATURES FORM

Authorised Person/General-Member/Residential-Contractor

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

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET II OF THE PLAN REGISTERED ON

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 11B ETC AS THE CIRCUMSTANCES REQUIRE.

I,.....**BELINDA PETROVSKI**.....  
OF **FREESTON, HOME, PATTERSON, NSW, PTY LTD**,  
BEING A VALUER REGISTERED  
UNDER THE VALUERS REGISTRATION  
ACT 1975, CERTIFY THAT THE UNIT  
ENTITLEMENTS FOR THE NEW LOTS  
CREATED BY THE SUBDIVISION ARE  
BASED UPON MARKET VALUES  
OF SUCH LOTS AT.....**23/11/06**.....  
BEING THE DATE OF THE VALUERS  
CERTIFICATE LODGED WITH THE  
ORIGINAL INITIAL SCHEDULE.

SEE SIGNATURES FORM

SIGNED.....

DATED.....**11th MARCH 2007**.....

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100
21	100
22	100
23	100
24	SUBDIVIDED INTO LOTS 31-41
25	SUBDIVIDED INTO LOTS 42-62
26	SUBDIVIDED INTO LOTS 63-83
27	2100
28	2000
29	2000
30	1000

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
31	100
32	100
33	100
34	100
35	100
36	100
37	100
38	100
39	100
40	100
41	100
42	100
43	100
44	100
45	100
46	100
47	100
48	100
49	100
50	100
51	100
52	100
53	100
54	100
55	100
56	100
57	100
58	100
59	100
60	100

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
61	100
62	100
63	100
64	100
65	100
66	100
67	100
68	100
69	100
70	100
71	100
72	100
73	100
74	100
75	100
76	100
77	100
78	100
79	100
80	100
81	100
82	100
83	100
TOTAL	14600

HISTORICAL FILE  
SEE ADMINISTRATION SHEET DOC. D

DP270508  
REPLACEMENT SHEET 11B

Registered: 4-5-2007

This is sheet 6 of my plan in 6 sheets,  
dated 11/2/06

SEE SIGNATURES FORM

This is sheet 6 of the plan of 6 sheets  
covered by subdivision Certificate No. 11842  
of 31st JANUARY 2007

SEE SIGNATURES FORM

Authorised Persons/General Manager/Assistant Controller  
For use where space is insufficient in any  
panel on Plan Form 2

THIS SHEET CONTAINS AN UP-DATED  
SCHEDULE OF UNIT ENTITLEMENTS  
AND REPLACES SHEET II OF THE  
PLAN REGISTERED ON

THIS SHEET SHOWS AN INITIAL  
SCHEDULE OF UNIT ENTITLEMENTS  
FOR THE COMMUNITY SCHEME  
WHICH IS LIABLE TO BE ALTERED  
AS THE SCHEME IS DEVELOPED OR  
ON COMPLETION OF THE SCHEME  
IN ACCORDANCE WITH THE  
PROVISIONS OF SECTION 30  
OF THE COMMUNITY LAND  
DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE  
RECORDED ON A REPLACEMENT  
SHEET OF THIS PLAN WHICH  
WILL BE NUMBERED SHEET IIC  
ETC AS THE CIRCUMSTANCES  
REQUIRE.

I,.....**BELINDA PETROWSKI**.....  
OF.....**PRESTON ROBE PATERSON NSW PTY LTD.**.....  
BEING A VALUER REGISTERED  
UNDER THE VALUERS REGISTRATION  
ACT 1975, CERTIFY THAT THE UNIT  
ENTITLEMENTS FOR THE NEW LOTS  
CREATED BY THE SUBDIVISION ARE  
BASED UPON MARKET VALUES  
OF SUCH LOTS AT.....**23/11/06**.....  
BEING THE DATE OF THE VALUER'S  
CERTIFICATE LODGED WITH THE  
ORIGINAL INITIAL SCHEDULE.

SEE SIGNATURES FORM  
SIGNED.....  
DATED.....**11th MARCH 2007**.....

SURVEYING REGULATION 2006 CLAUSE 35(1)(b) & CLAUSE 6(2)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 53569	303 145.796	6 262 225.234	B	2	-	SCIMS
PM 44269	304 055.447	6 261 960.936	B	2	-	SCIMS
PM 57065	303 546.899	6 262 015.468	C	3	-	SCIMS
SSM 14421	303 707.290	6 262 170.555	U	U	CAD. TRAV.	DP 270508
SSM 14422	303 539.417	6 262 190.538	U	U	CAD. TRAV.	DP 270508
SSM 14423	303 456.828	6 262 190.608	U	U	CAD. TRAV.	DP 270508
SSM 155799	303 692.967	6 262 071.495	U	U	CAD. TRAV.	PLACED
SSM 156700	303 780.861	6 262 152.232	U	U	CAD. TRAV.	DP 270508
SSM 156701	303 751.956	6 262 070.928	U	U	CAD. TRAV.	DP 270508

SOURCE: M.G.A. CO-ORDINATES ADOPTE FROM S.C.I.M.S. AT 18/10/2006.  
COMBINED SCALE FACTOR 1.000068 ZONE 56.

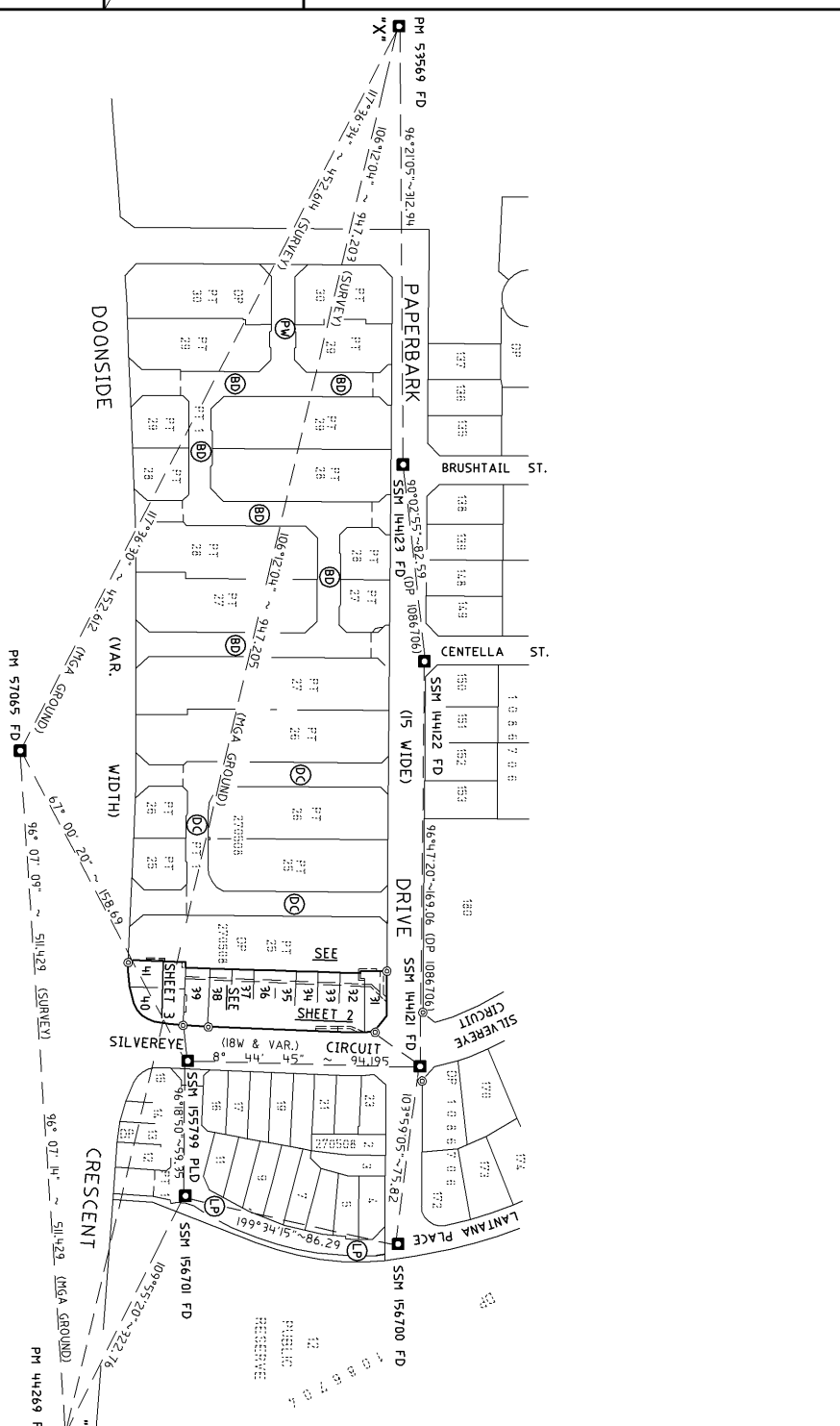


- (PM) OPEN ACCESSWAY (KNOWN AS PROTEA WAY) (PT 1: DP 270508)
- (BP) OPEN ACCESSWAY (KNOWN AS BAUIDOOT DRIVE) (PT 1: DP 270508)
- (F) OPEN ACCESSWAY (KNOWN AS LANTANA PLACE) (PT 1: DP 270508)
- (OC) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT) (PT 1: DP 270508)

**Department of Lands Approval**  
I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the situation of the land shown herein have been given.  
Signature: .....  
Date: .....  
File Number: .....  
Office: .....

**Subdivision Certificate**  
I certify that the provisions of a title of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed  
SUBDIVISION  
(Insert subdivision or other map)  
SEE SIGNATURES FORM  
Authorised Person/Agent: .....  
Consent Authority: BLACKTOWN CITY COUNCIL  
Date of Endorsement: 15th JANUARY 2007  
Acquisition no.: NOT APPLICABLE  
Subdivision Certificate no: 11833  
File no: DA-04-2406  
CONSENT 04-2406 of 14.12.04  
Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 75899.05.L030(4)C  
CHECKLIST  
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390  
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



**DETAIL PLAN**  
(IN 3 SHEETS)

**DP270508**  
ADDITIONAL SHEET 12

Registered: 4-5-2007  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: U8280-63  
Last Plan: DP 270508

PLAN OF SUBDIVISION OF LOT 24 DP 270508 & EASEMENT FOR OVERHANG 0.9 WIDE, EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE & EASEMENT FOR DRAINAGE 1 WIDE OVER LOT 25 DP 270508.  
Original size in metres. Reduction Ratio 1:1500

LGA: BLACKTOWN  
Locality: WOODCROFT  
Parish: PROSPECT  
County: CUMBERLAND

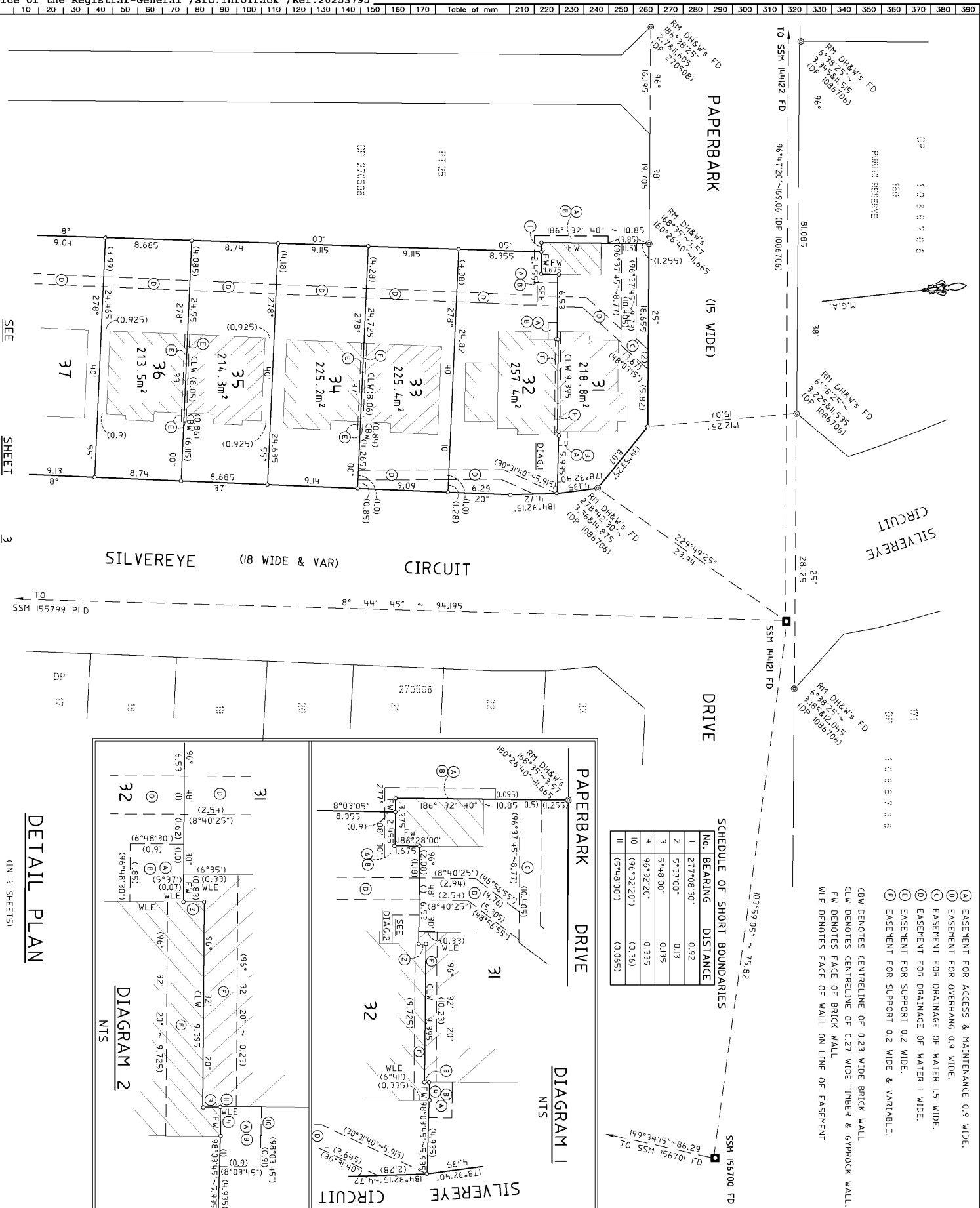
This is sheet 1 of my plan in 4 sheets.  
(Delete if inapplicable)

1. RONALD JAMES KENNEDY  
2. JAMES KENNEDY  
of DP 1002 232 CARPELLITOWN N.S.W. 2560  
a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006 and was completed on 27/12/2006.  
This survey relates to: 270508-12-12  
(Insert specifying the land survey, map, or map or plan or plan system in which the survey is shown)  
SEE SIGNATURES FORM  
(Signature) .....  
Surveyor registered under the Surveying Act 2002  
Dated: 27/12/06  
Type: User/Agent: .....

Plans used in preparation of Survey/Completion:  
DP 270508  
DP 1086704  
DP 1086706  
DP 103265

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.  
THIS IS SHEET 12 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 24 & IS AN ADDITIONAL SHEET.  
LOTS 31-41 ARE DEVELOPMENT LOTS.

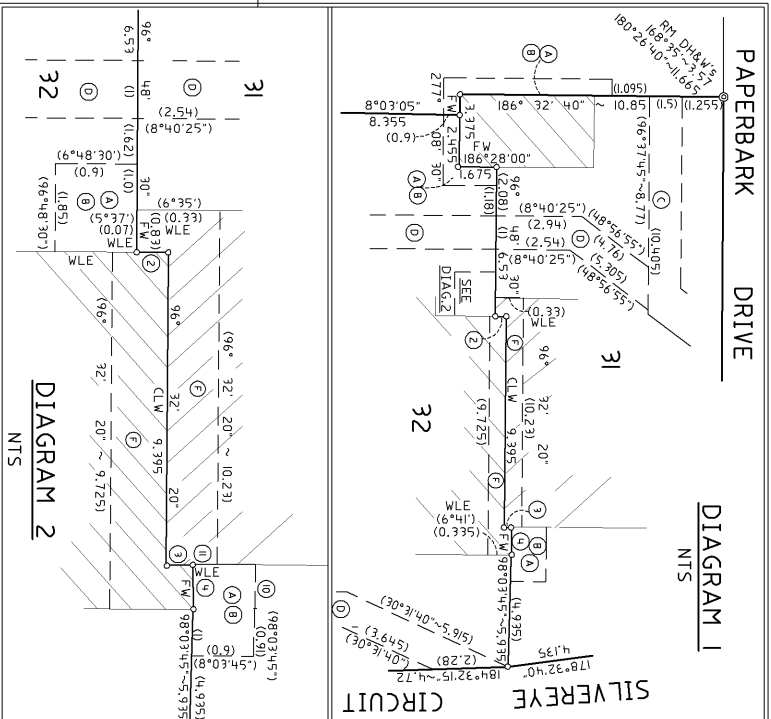
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:  
1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)  
2. EASEMENT FOR OVERHANG 0.9 WIDE (B)  
3. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (C)  
4. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (D)  
5. EASEMENT FOR SUPPORT 0.2 WIDE (E)  
6. EASEMENT FOR SUPPORT 0.2 WIDE & VARIABLE (F)



**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
1	27°08'30"	0.42
2	5°37'00"	0.13
3	5°48'00"	0.135
4	96°32'20"	0.395
10	(96°32'20")	(0.36)
11	(5°48'00")	(0.065)

- (A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
  - (B) EASEMENT FOR OVERHANG 0.9 WIDE.
  - (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
  - (D) EASEMENT FOR DRAINAGE OF WATER 1 WIDE.
  - (E) EASEMENT FOR SUPPORT 0.2 WIDE.
  - (F) EASEMENT FOR SUPPORT 0.2 WIDE & VARIABLE.
- CBW DENOTES CENTRELINE OF 0.23 WIDE BRICK WALL.  
 CLW DENOTES CENTRELINE OF 0.27 WIDE TIMBER & GIPROCK WALL.  
 FW DENOTES FACE OF BRICK WALL.  
 WLE DENOTES FACE OF WALL ON LINE OF EASEMENT



**DETAIL PLAN**  
(IN 3 SHEETS)

**DP270508**  
ADDITIONAL SHEET 13

Registered: 4-5-2007

This is sheet 2 of my plan in 4 sheets, dated 10/1/06

**SEE SIGNATURES FORM**  
Surveyor registered under the Surveying Act 2002.

This is sheet 2 of the plan of 4 sheets covered by subdivision Certificate No. 11833 of 15th JANUARY 2007

**SEE SIGNATURES FORM**

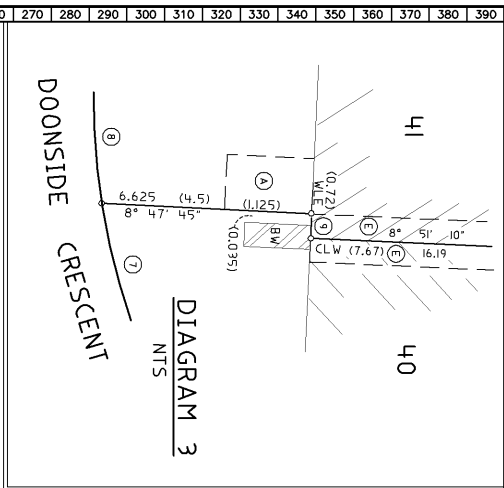
Authorized Persons/General Managers/Approved Certifiers

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

THIS IS SHEET 13 OF DP 270508 & IT REPLACES SHEET 6 AS RECORDS LOT 24 & 15 AN ADDITIONAL SHEET.

Reduction Ratio 1: 250

SURVEYOR'S REFERENCE: 75899.05.10302/4/C



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	DISTANCE	ARC RADIUS
5	193°57'25"	12.01	12.025
6	228°06'10"	11.265	11.775
7	82°10'00"	7.435	7.445
8	91°36'00"	8.11	46.5
9	278°51'10"	0.18	-

- (A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (B) EASEMENT FOR OVERHANG 0.9 WIDE.
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (D) EASEMENT FOR DRAINAGE OF WATER 1 WIDE.
- (E) EASEMENT FOR SUPPORT 0.2 WIDE.

CBW DENOTES CENTRELINE OF 0.23 WIDE BRICK WALL  
 CLW DENOTES CENTRELINE OF 0.27 WIDE  
 TIMBER & GYROCK WALL.  
 WLE DENOTES FACE OF WALL ON LINE OF EASEMENT  
 FW DENOTES FACE OF BRICK WALL  
 BW DENOTES 0.35 WIDE BRICK WALL

DOONSIDO

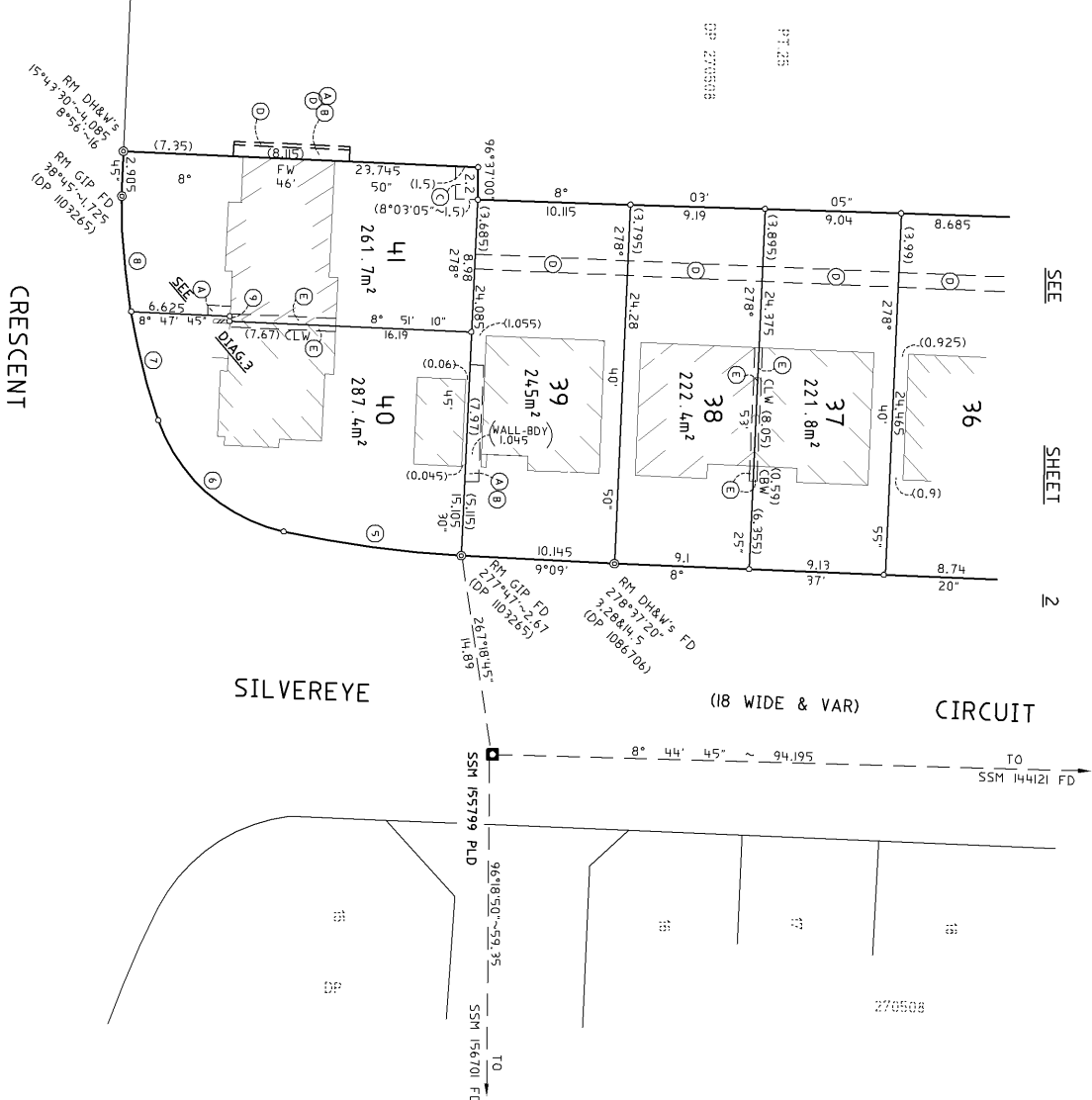
(VAR.

WIDTH)

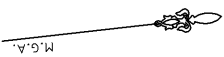
CRESCENT

DETAIL PLAN

(IN 3 SHEETS)



SEE SHEET 2



**DP270508**  
 ADDITIONAL SHEET 14

Registered: 4-5-2007

This is sheet 3 of my plan in 4 sheets.  
 dated 10/1/06

**SEE SIGNATURES FORM**

Surveyor registered under the Surveying Act 2002.  
 This is sheet 3 of the plan of 4 sheets covered by subdivision Certificate No. 11833 of 15th JANUARY 2007

**SEE SIGNATURES FORM**

Authorized Persons/General Manager/Assistant Certifier  
 For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 14 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 24 & IS AN ADDITIONAL SHEET.

Reduction Ratio: 1: 250

SURVEYOR'S REFERENCE: 75899.05.103(3/4)C



PLAN FORM 2  
SIGNATURE AND SEALS ONLY.

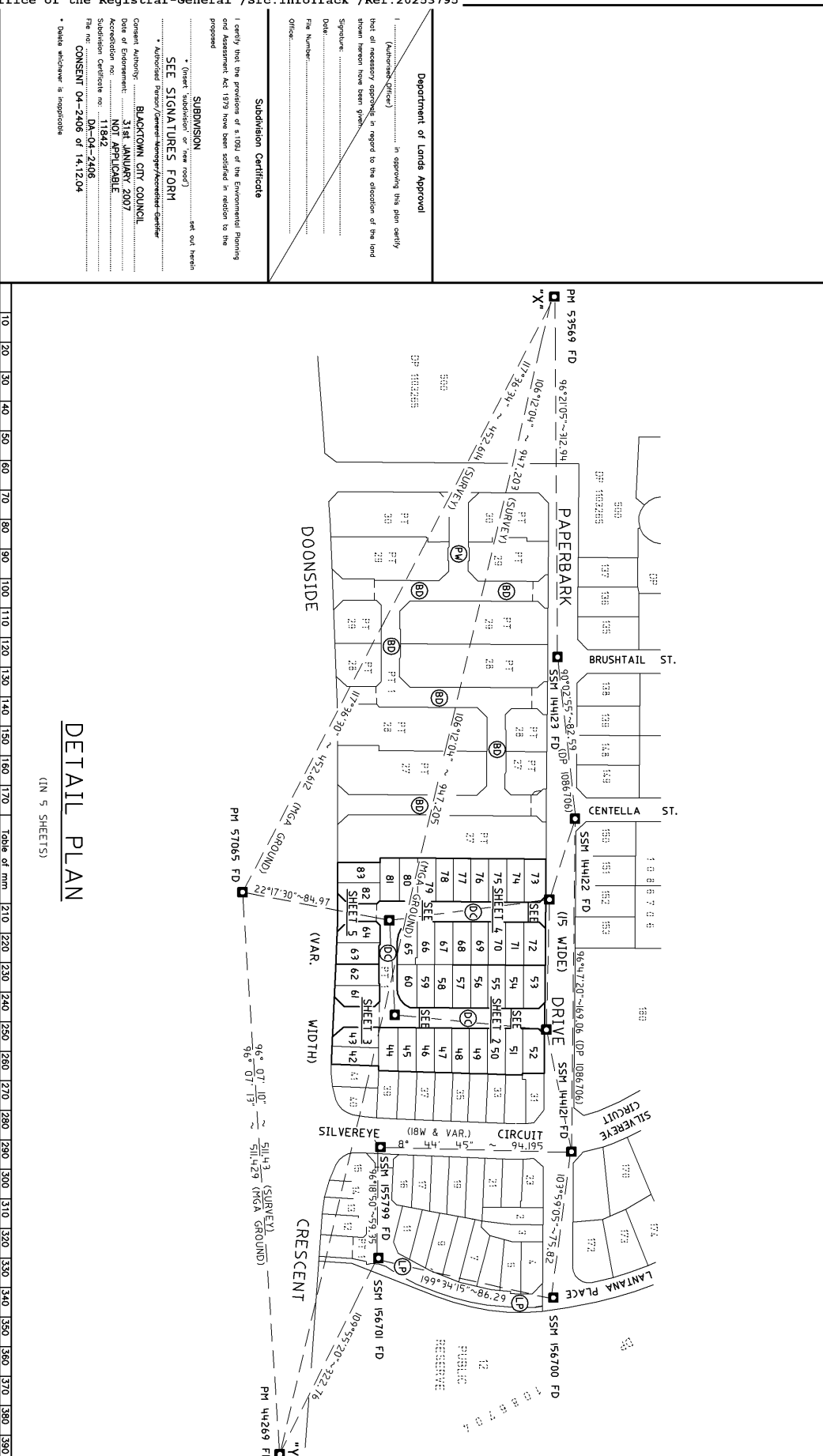
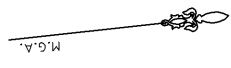
Plan Drawing only to appear in this space

ePlan

SURVEYING REGULATION 2006 CLAUSE 95(0)(b) & CLAUSE 61(2)					
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
PM 53569	303 145.796	6 262	225.234	B	2
PM 44269	304 055.447	6 261	960.936	B	2
PM 57065	303 546.899	6 262	015.468	C	3
SSM 144121	303 707.290	6 262	170.555	U	U
SSM 144122	303 539.417	6 262	190.538	U	U
SSM 144123	303 456.828	6 262	190.608	U	U
SSM 155799	303 692.967	6 262	077.455	U	U
SSM 156700	303 780.861	6 262	152.232	U	U
SSM 156701	303 751.956	6 262	070.928	U	U
SSM 156702	303 642.784	6 262	166.449	U	U
SSM 156703	303 627.176	6 262	091.611	U	U
SSM 156704	303 579.144	6 262	094.083	U	U
SSM 156705	303 572.277	6 262	175.108	U	U

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.L.M.S. AT 18/10/2006.

COMBINED SCALE FACTOR 1.000068 ZONE 56.



**DETAIL PLAN**

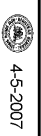
(IN 5 SHEETS)

SURVEYOR'S REFERENCE: 75899.05.L04(1/6)

CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**DP270508**  
ADDITIONAL SHEET 15



Registered: 4-5-2007  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: U8260-63#  
Last Plan: DP 270508

PLAN OF SUBDIVISION OF  
LOTS 25 & 26 DP 270508

Lengths are in metres. Reduction Ratio: 1:1500

LGA: BLACKTOWN  
Locality: WOODCROFT  
Parish: PROSPECT  
County: CUMBERLAND

This is sheet 1 of my plan in 6 sheets.  
(Delete if inapplicable)

I, RONALD JAMES KEMMISER, Surveyor Registered under the Surveying Act 2002 of NSW, DOE, 232 CAMPBELL TOWN, N.S.W. 2150, a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006 and was completed on 14-8-2008.  
This survey related to 42-83 INCL.  
(Delete if inapplicable)

Date: 14/8/2008  
Signature: [Signature]  
Surveyor registered under the Surveying Act 2002  
Datum Used: [Datum]  
Type Used: [Type]

Plone used in preparation of Survey/Completion:  
DP 270508  
DP 1086704  
DP 1086706  
DP 103265

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

THIS IS SHEET 15 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 25 & 26 & IS AN ADDITIONAL SHEET. LOTS 42-83 ARE DEVELOPMENT LOTS.

- PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:
- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
  - EASEMENT FOR SUPPORT 0.2 WIDE.
  - EASEMENT FOR DRAINAGE OF WATER 1 WIDE.

**Department of Lands Approval**

I, [Signature], in approving this plan certify that of necessary details in regard to the situation of the land shown herein have been given.

Date: [Date]  
Signature: [Signature]  
Office: [Office]

**Subdivision Certificate**

I certify that the provisions of a 100% of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed [Project Name].

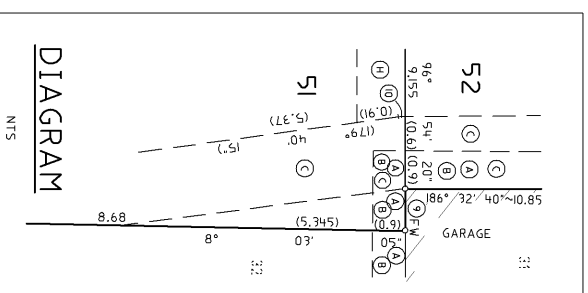
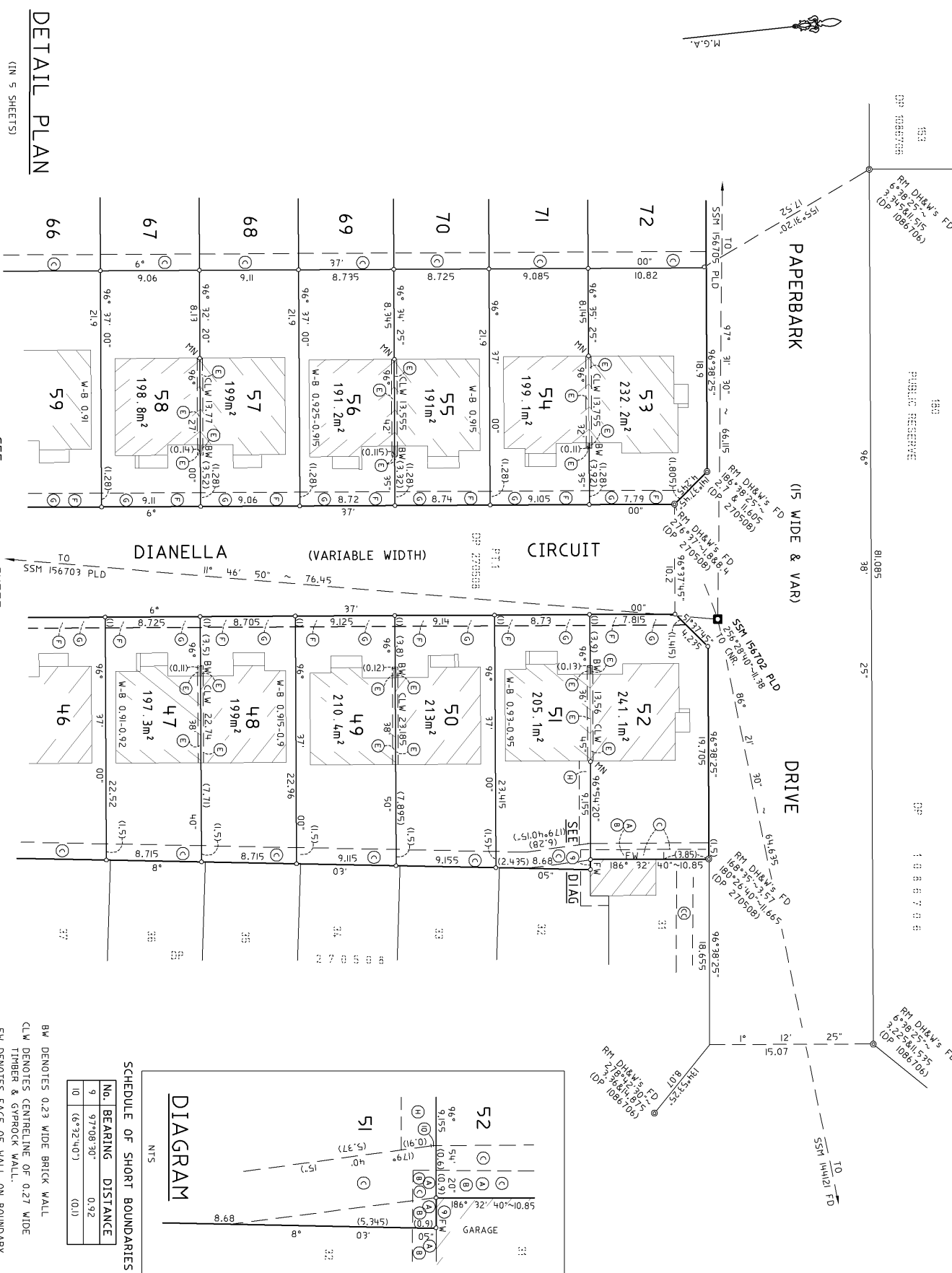
**SUBDIVISION**

(Insert subdivision or new road)

**SEE SIGNATURES FORM**

Approved Person/Consent/Authorised Officer: [Name]  
Consent Authority: BLACKTOWN CITY COUNCIL  
Date of Endorsement: 31st JANUARY 2007  
Acquisition no: NOT APPLICABLE  
Subdivision Certificate no: 11842  
File no: DA-04-2406  
Consent: 04-2406 of 14.12.04  
Delete whichever is inapplicable

- (A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE. (WIDE DP 270508-DOC(2))
- (B) EASEMENT FOR OVERHANG 0.9 WIDE. (WIDE DP 270508-DOC(2))
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (D) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (WIDE DP 270508-DOC(2))
- (E) EASEMENT FOR SUPPORT 0.2 WIDE.
- (F) EASEMENT FOR SERVICES 1 WIDE & VARIABLE. (WIDE DP 270508-DOC(1))
- (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE. (WIDE DP 270508-DOC(1))
- (H) EASEMENT FOR DRAINAGE OF WATER 1 WIDE.



**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
9	97°08'30"	0.92
10	(6°32'40")	(0.1)

BW DENOTES 0.23 WIDE BRICK WALL  
 CLW DENOTES CENTRELINE OF 0.27 WIDE  
 TIMBER & GYPSUM WALL.  
 FW DENOTES FACE OF WALL ON BOUNDARY  
 MN DENOTES MASONRY NAIL IN WALL

**DETAIL PLAN**

(IN 5 SHEETS)

SEE

SHEET

3

Plan Drawing only to appear in this space

Reduction Ratio 1: 250

Surveyor's Reference: 75899.05.1.04(2/6)

**DP270508**  
 ADDITIONAL SHEET 16

Registered: 4-5-2007

This is sheet 2 of my plan in 6 sheets:  
 dated 1/12/06

**SEE SIGNATURES FORM**

Surveyor registered under the Surveying Act 2002.

This is sheet 2 of the plan of 6 sheets covered by subdivision Certificate No. 11842 of 31st JANUARY 2007

**SEE SIGNATURES FORM**

Authorised Persons/General Manager/Executive Officer

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

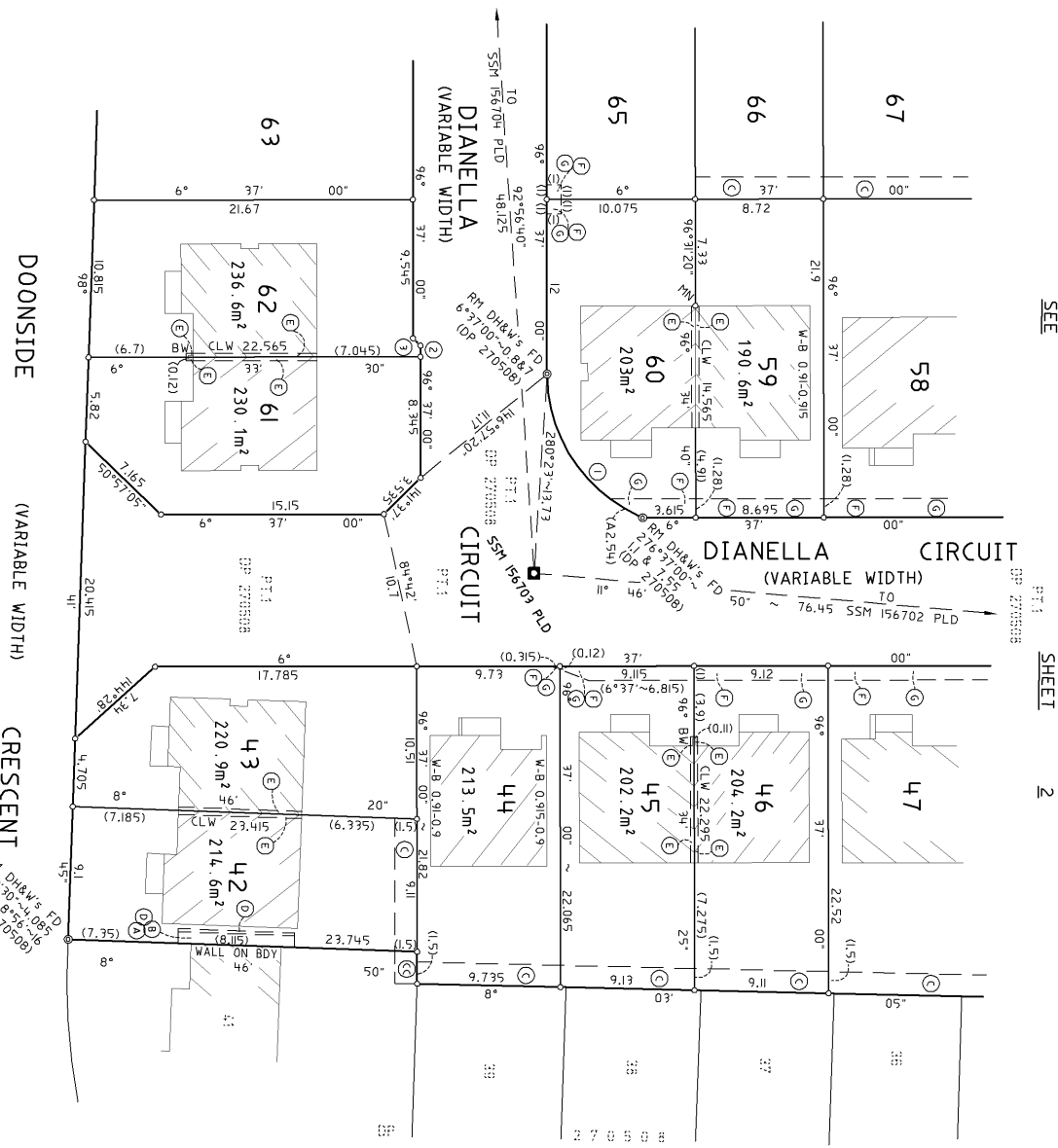
THIS IS SHEET 16 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 25 & IS AN ADDITIONAL SHEET.

- (A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE. (VIDE DP 270508-DOC.2)
- (B) EASEMENT FOR OVERHANG 0.9 WIDE. (VIDE DP 270508-DOC.2)
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (D) EASEMENT FOR DRAINAGE OF WATER 1 WIDE. (VIDE DP 270508-DOC.2)
- (E) EASEMENT FOR SUPPORT 0.2 WIDE.
- (F) EASEMENT FOR SERVICES 1 WIDE & VARIABLE. (VIDE DP 270508-DOC.1)
- (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE. (VIDE DP 270508-DOC.1)
- (H) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (VIDE DP 270508-DOC.2)

BM DENOTES 0.23 WIDE BRICK WALL  
 CLW DENOTES CENTRELINE OF 0.27 WIDE  
 TIMBER & GYPSUM WALL.  
 MN DENOTES MASONRY NAIL IN WALL

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS	RADIUS
1	6°32'34.00"	11.835	12.525	10.8
2	96°37'00.00"	0.74	-	-
3	51°37'00.00"	0.705	-	-



**DETAIL PLAN**

(IN 5 SHEETS)

Plan Drawing only to appear in this space

**DP270508**  
 ADDITIONAL SHEET 17

Registered: 4-5-2007

This is sheet 3 of my plan in 6 sheets  
 dated 11/12/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

This is sheet 3 of the plan of 6 sheets covered by subdivision Certificate No. 11842 of 31st JANUARY 2007

SEE SIGNATURES FORM

Authorised Persons/General Manager/Accredited Certifier  
 For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 17 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 25 & IS AN ADDITIONAL SHEET.

Reduction Ratio 1: 250

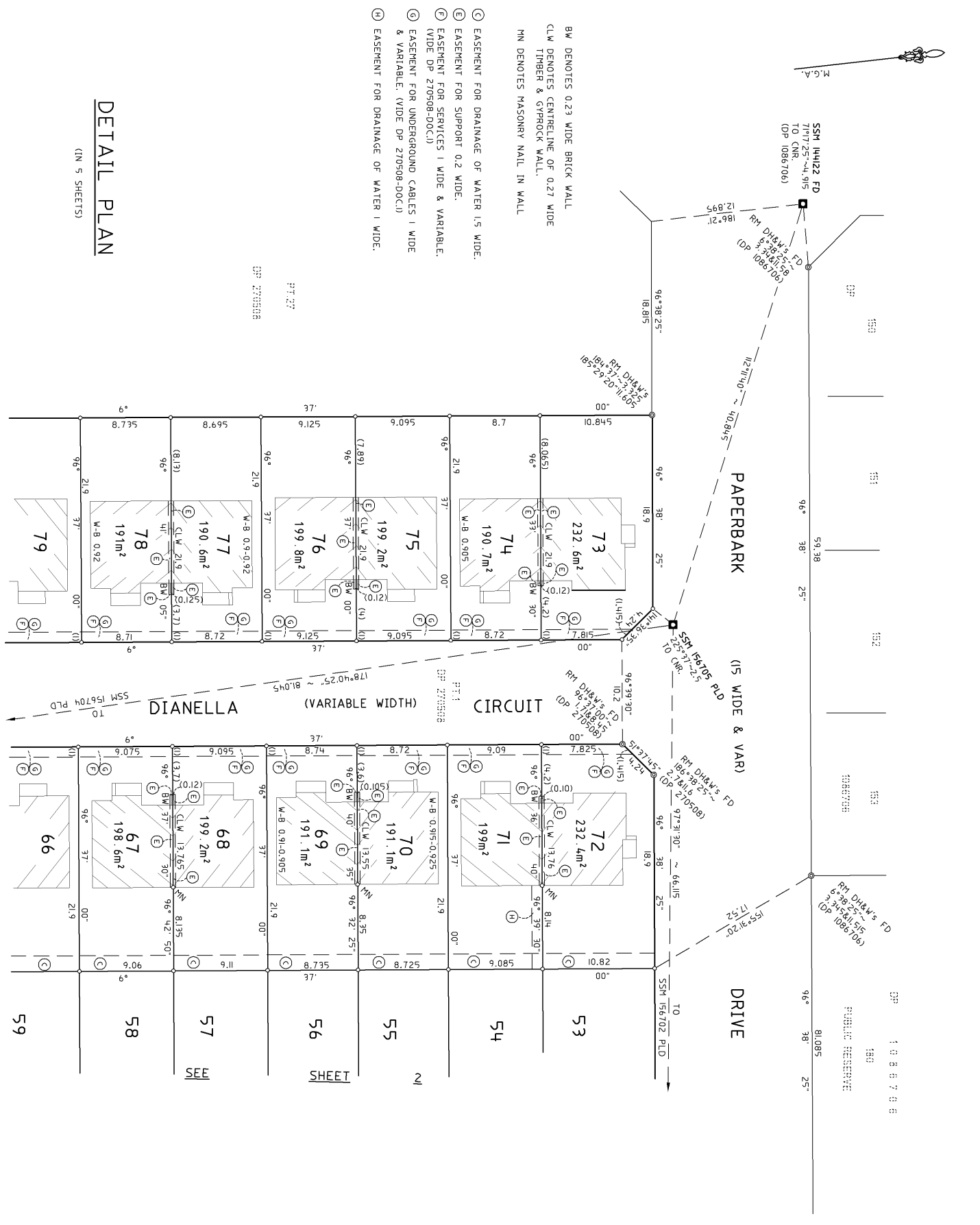
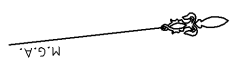
SURVEYORS REFERENCE: 75899.05.L04(7/6)

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan



**DETAIL PLAN**

(IN 5 SHEETS)

- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (E) EASEMENT FOR SUPPORT 0.2 WIDE.
- (F) EASEMENT FOR SERVICES 1 WIDE & VARIABLE. (WIDE DP 270508-DOC1)
- (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE. (WIDE DP 270508-DOC1)
- (H) EASEMENT FOR DRAINAGE OF WATER 1 WIDE.

BW DENOTES 0.23 WIDE BRICK WALL.  
 CLW DENOTES CENTRELINE OF 0.27 WIDE  
 TIMBER & GYROCK WALL.  
 MN DENOTES MASONRY NAIL IN WALL

PIT 27  
 OP 270508

SEE

SHEET

5

SEE

SHEET

N

**DP270508**  
 ADDITIONAL SHEET 18

Registered: 4-5-2007

This is sheet 4 of my plan in 6 sheets:  
 dated 1/12/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

This is sheet 4 of the plan of 6 sheets covered by subdivision Certificate No. 11842 of 31st JANUARY 2007

SEE SIGNATURES FORM

Authorised Persons/General Manager/Executive Officer  
 For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 18 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 26 & IS AN ADDITIONAL SHEET.

Reduction Ratio 1: 250

SURVEYORS REFERENCE: 75899.05.L04(4/6)

PLAN FORM 3 To be used in conjunction with Plan Form 2

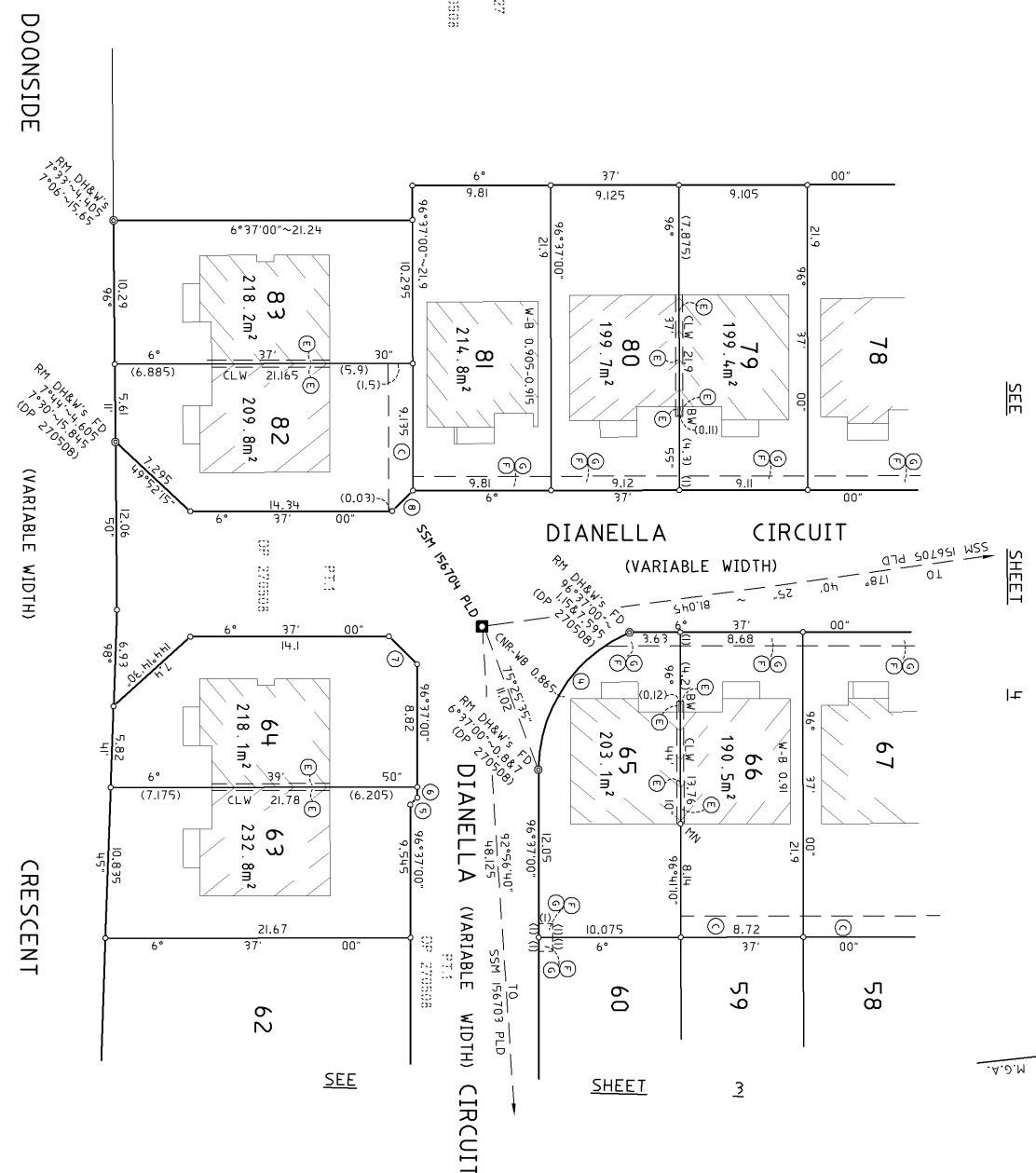
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- Ⓒ EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- Ⓓ EASEMENT FOR SUPPORT 0.2 WIDE.
- Ⓔ EASEMENT FOR SERVICES 1 WIDE & VARIABLE. (VIDE DP 270508-DOC1)
- Ⓕ EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE. (VIDE DP 270508-DOC1)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS
4	129°58'20"	11.79	12.475
5	144°37'00"	0.705	-
6	96°37'00"	0.765	-
7	51°37'00"	2.83	-
8	144°35'50"	2.08	-

BW DENOTES 0.23 WIDE BRICK WALL.  
 CLW DENOTES CENTRELINE OF 0.27 WIDE  
 TIMBER & GYPROCK WALL.  
 MN DENOTES MASONRY NAIL IN WALL



DETAIL PLAN

(IN 5 SHEETS)

Plan Drawing only to appear in this space

DP270508  
 ADDITIONAL SHEET 19

Registered: 4-5-2007

This is sheet 5 of my plan in 6 sheets dated 1/12/06

SEE SIGNATURES FORM

Surveyor registered under the Surveying Act 2002.

This is sheet 5 of the plan of 6 sheets covered by subdivision Certificate No. 11842 of 31st JANUARY 2007

SEE SIGNATURES FORM

Authorised Persons/General Manager/Recorder/Clerk

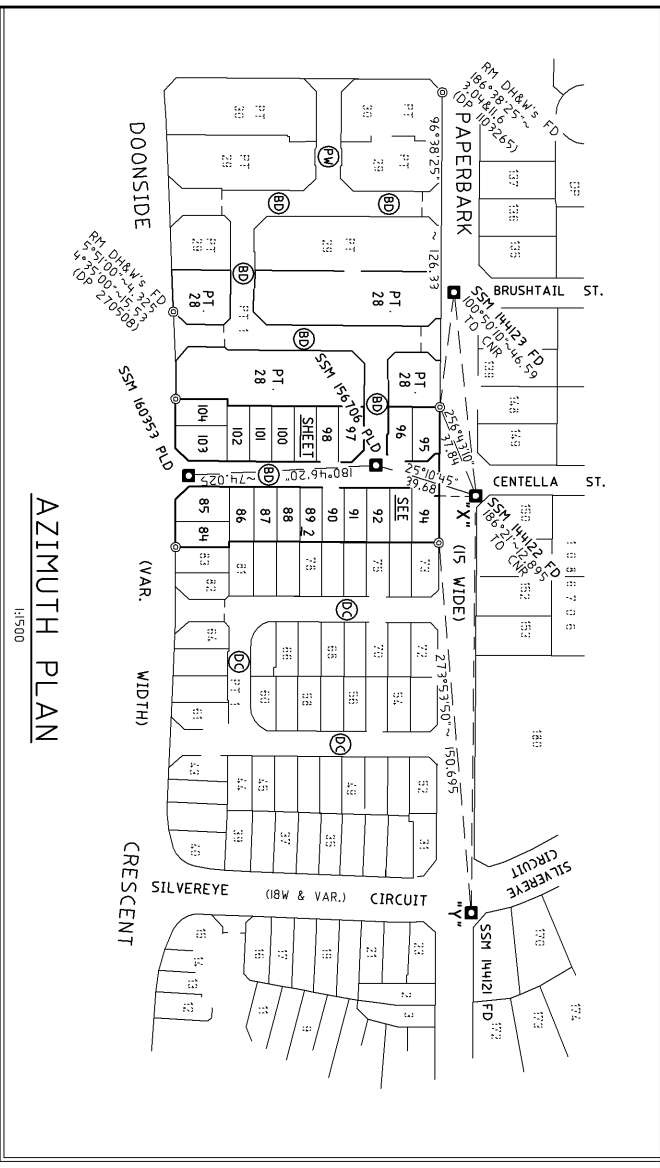
For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 19 OF DP 270508 & IT REPLACES SHEET 6 AS REGARDS LOT 26 & IS AN ADDITIONAL SHEET.

Reduction Ratio 1: 250

SURVEYORS REFERENCE: 75899.05.L04(5/6)

PLAN FORM 3



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS
6	96°37'00"	2.54	-
7	96°37'00"	2.47	-

THIS IS SHEET 20 OF DP 270508 & IT REPLACES SHEETS 5 & 6 AS REGARDS LOT 27 & IS AN ADDITIONAL SHEET.

WB - DENOTES WALL TO BOUNDARY  
 BW - DENOTES 0.23 WIDE BRICK WALL  
 CLW - DENOTES CENTRELINE OF 0.27 WIDE TIMBER & GYPROCK WALL.

M.G.A. COMPARISONS

CONNECTIONS	COMPARISONS
SSM [H4]2-SSM [H4]22	276°47'21"~82°586 (SURVEY)
"X"-Y"	276°47'21"~82°586 (MGA GROUND)
SSM [H4]22-SSM [H4]23	270°02'50"~82°586 (SURVEY)
	270°02'55"~82°589 (MGA GROUND)

- Ⓜ OPEN ACCESSWAY (KNOWN AS PROTEA WAY)
- Ⓟ OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE)
- Ⓞ OPEN ACCESSWAY (KNOWN AS DANIELLA CIRCUIT)

- Ⓐ EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- Ⓑ EASEMENT FOR SUPPORT 0.2 WIDE.
- Ⓒ EASEMENT FOR SERVICES 1 WIDE & VARIABLE (WIDE DP 270508).
- Ⓓ EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (WIDE DP 270508).
- Ⓔ EASEMENT FOR SERVICES VARIABLE WIDTH.

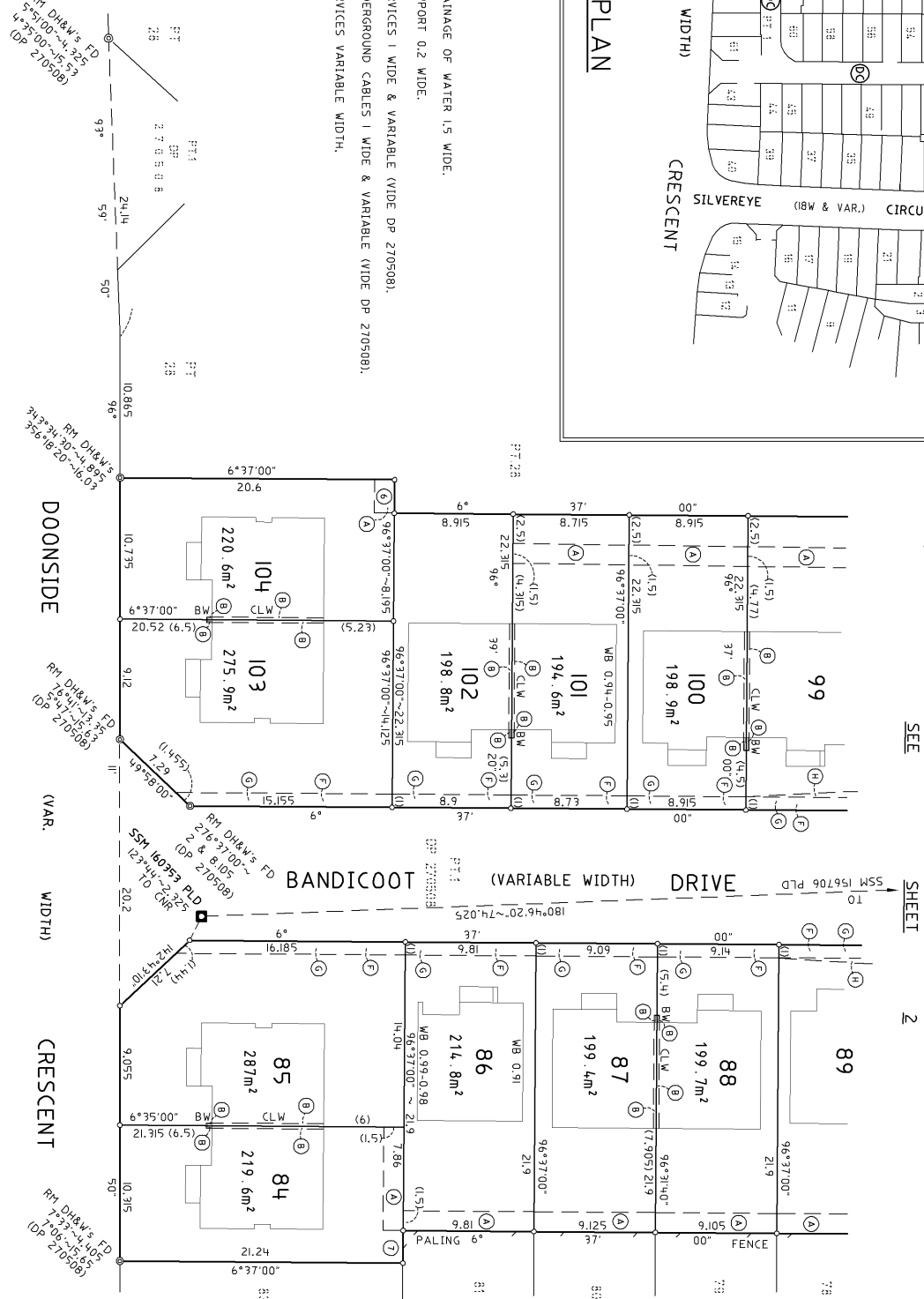
SURVEYING REGULATION 2006 (CLAUSE 95(1)(b) & (CLAUSE 6)(2))

MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN			
SSM [H4]23	303 456.832	6	262	190.613	C	4	-	SCINS
SSM [H4]21	303 707.313	6	262	170.556	C	4	-	SCINS
SSM [H4]22	303 539.427	6	262	190.513	C	4	-	SCINS
SSM [S6]706	303 522.532	6	262	154.626	U	U	-	CAD. TRAV. PLACED
SSM [S6]353	303 521.577	6	262	080.605	U	U	-	CAD. TRAV. PLACED

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 18/08/2007.  
 COMBINED SCALE FACTOR 1.000068 ZONE 56.

DETAIL PLAN

(IN 2 SHEETS)



Surveyor: **RONALD JAMES RENNGER**  
 Date of Survey: 15/10/2007  
 Surveyor's Ref: 75899 (05/LO6/LPI)

PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508

LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Subdivision No: 12038 of 18/3/2008

Registered 9.5.2008  
**DP270508**  
 ADDITIONAL SHEET 20

WB - DENOTES WALL TO BOUNDARY  
BM - DENOTES 0.23 WIDE BRICK WALL  
CLW - DENOTES CENTRELINE OF 0.27 WIDE  
TIMBER & GYPROCK WALL.

- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (B) EASEMENT FOR SUPPORT 0.2 WIDE.
- (C) RESTRICTION ON THE USE OF LAND (VIDE DP 1086706).
- (D) RESTRICTION ON THE USE OF LAND (VIDE DP 1086706).
- (E) EASEMENT FOR SERVICES 1 WIDE & VARIABLE (VIDE DP 270508).
- (F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (VIDE DP 270508).
- (G) EASEMENT FOR SERVICES VARIABLE WIDTH.
- (H) EASEMENT FOR SERVICES VARIABLE WIDTH.

SCHEDULE OF SHORT & CURVED BOUNDARIES

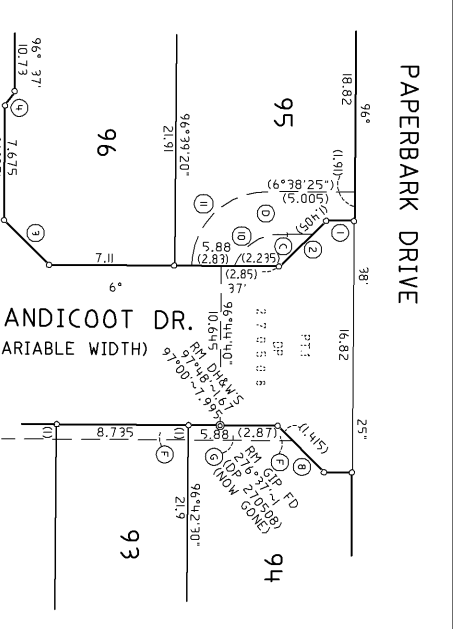
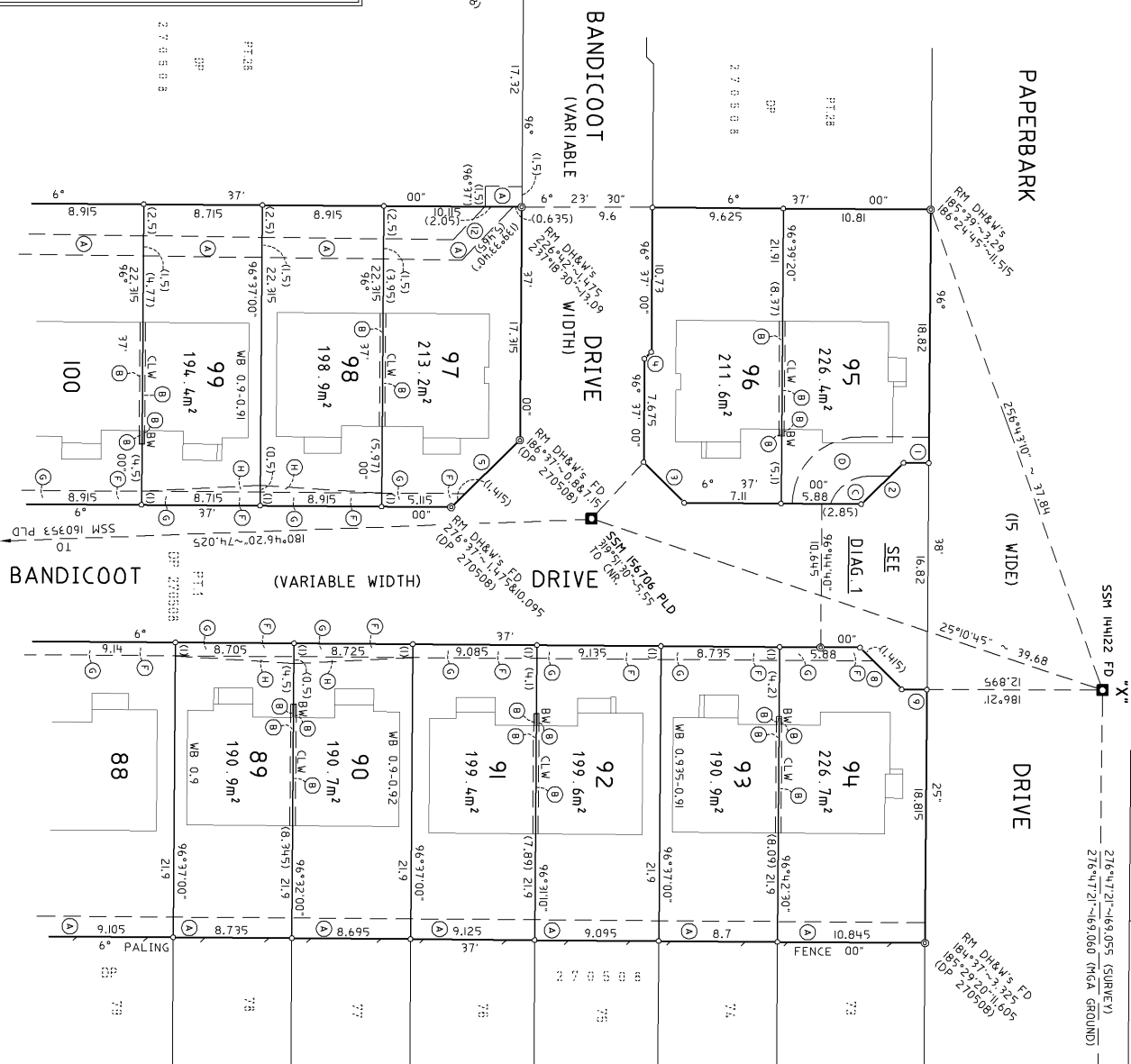
No.	BEARING	DISTANCE	ARC	RADIUS
1	6°38'25"	1.85	-	-
2	144°37'45"	4.365	-	-
3	51°37'00"	4.245	-	-
4	144°37'00"	0.705	-	-
5	144°37'00"	7.07	-	-
8	51°37'45"	4.365	-	-
9	6°35'50"	1.85	-	-
10	(150°24'50")	(3.545)	(3.795)	(3)
11	(141°38'25")	(7.07)	(7.855)	(5)
12	(139°33'40")	(3.445)	-	-



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THIS IS SHEET 21 OF DP 270508 & IT REPLACES SHEETS 5 & 6 AS REGARDS LOT 27 & IS AN ADDITIONAL SHEET.

ep-plan Sheet 2 of 2 sheets



PAPERBARK DRIVE

BANDICOOT DRIVE (VARIABLE WIDTH)

SEE SHEET 1

DETAIL PLAN  
(IN 2 SHEETS)

Surveyor: **RONALD JAMES RENGGER**

Date of Survey: 15/10/2007

Surveyor's Ref: 75899/051061PL1

PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508

LGA: BLACKTOWN

Locality: WOODCROFT

Subdivision No: 12038 OF 40/2/2000

Registered 9.5.2008

DP270508

ADDITIONAL SHEET 21

BANDICOOT DRIVE

DIAGRAM 1

NTS

Surveyor: **RONALD JAMES RENGGER**

Date of Survey: 15/10/2007

Surveyor's Ref: 75899/051061PL1

PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508

LGA: BLACKTOWN

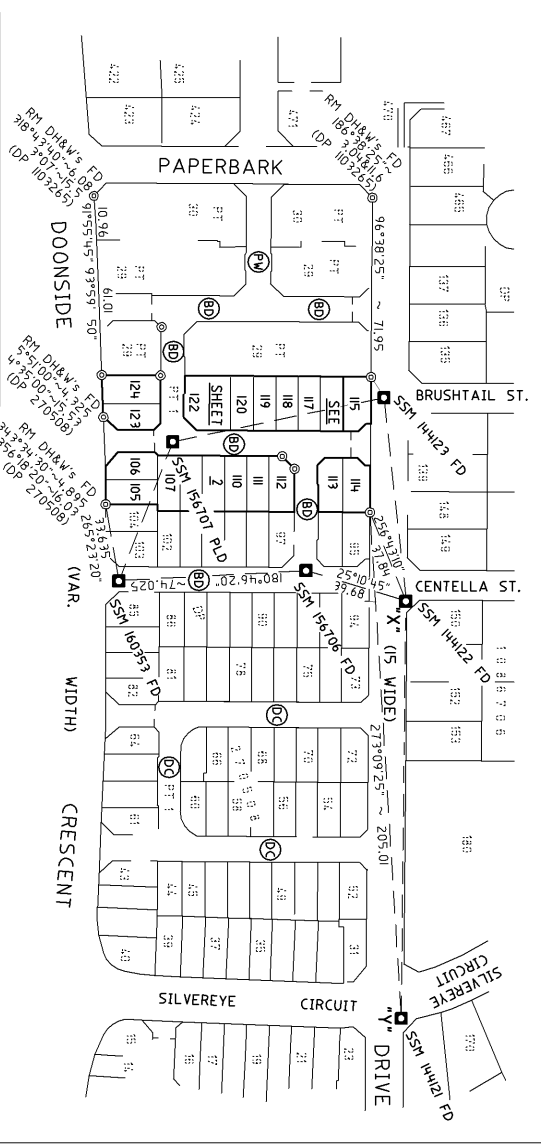
Locality: WOODCROFT

Subdivision No: 12038 OF 40/2/2000

Registered 9.5.2008

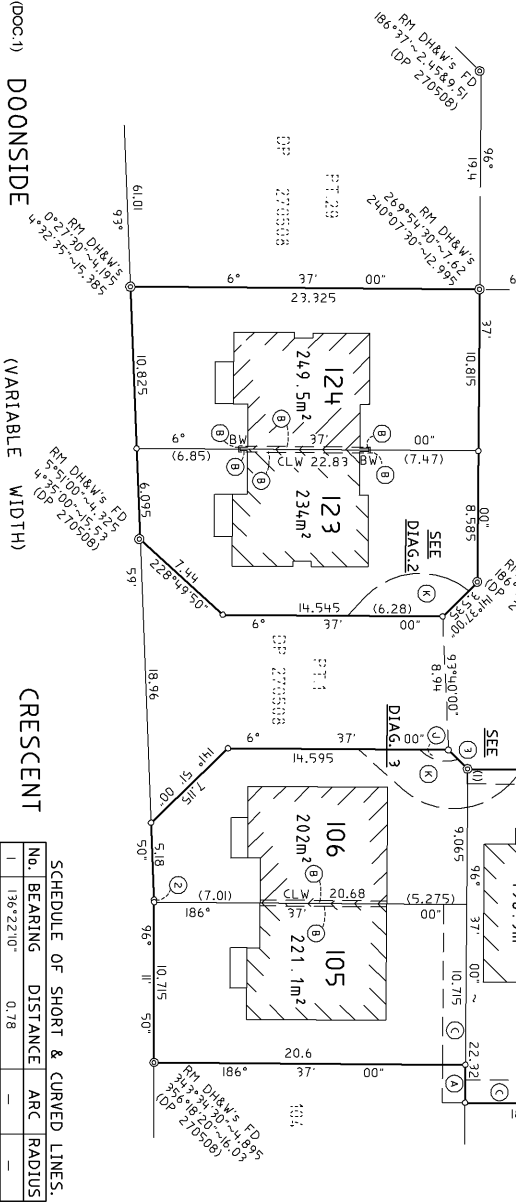
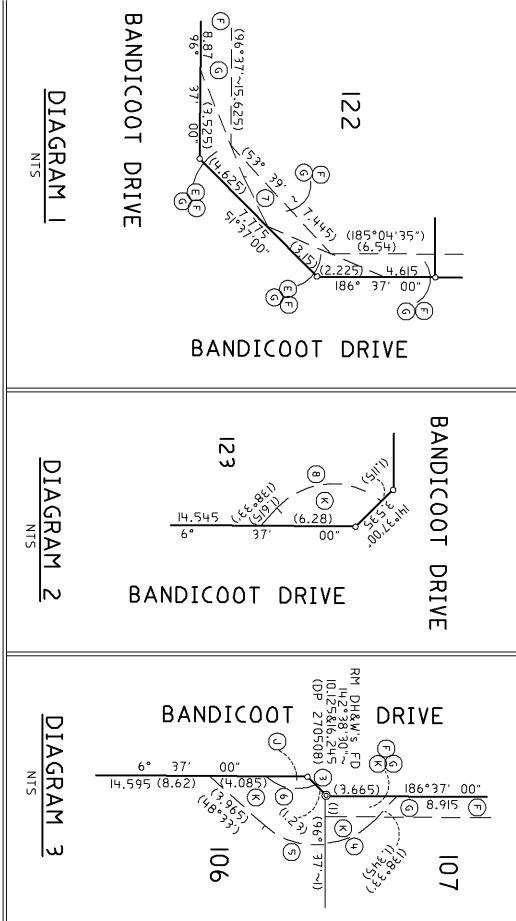
DP270508

ADDITIONAL SHEET 21



M.G.A. COMPARISONS & SSM CONNECTIONS

SSM 1H4I21-SSM 1H4I22	276°47'21"~169.055 (SURVEY)
"X"-"Y"	276°47'21"~169.060 (MGA GROUND)
SSM 1H4I22-SSM 1H4I23	270°02'50"~82.586 (SURVEY)
SSM 160393-SSM 156707	270°02'50"~82.589 (MGA GROUND)
SSM 156707-SSM 1H4I23	299°24'45"~462.505
	352°37'50"~79.96



SURVEYING REGULATION 2006 CLAUSE 35(1)(D) & CLAUSE 6(1)(2)

MARK	M.G.A.	CO-ORDINATES	CLASS ORDER	METHOD	ORIGIN
SSM 1H4I23	303 456.832	6 262 190.613	C	U	SCIMS
SSM 1H4I21	303 707.313	6 262 170.556	C	U	SCIMS
SSM 1H4I22	303 539.427	6 262 190.543	C	U	SCIMS
SSM 156706	303 522.572	6 262 154.626	U	CAD. TRAV.	PLACED
SSM 160393	303 521.537	6 262 080.165	U	CAD. TRAV.	PLACED
SSM 156707	303 467.086	6 262 111.304	U	CAD. TRAV.	PLACED

④ EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (VIDE DP 270508). (DOC.4)

⑤ EASEMENT FOR SUPPORT 0.2 WIDE. (DOC.4)

⑥ EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. 2.5 WIDE. (VIDE DP 270508). (DOC.1)

⑦ RESTRICTION ON THE USE OF LAND. (VIDE DP 270508). (DOC.1)

⑧ EASEMENT FOR SERVICES 1 WIDE & VARIABLE (VIDE DP 270508). (DOC.1)

⑨ EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (VIDE DP 270508). (DOC.1)

⑩ RESTRICTION ON THE USE OF LAND. (VIDE DP 270508). (DOC.1)

WB - DENOTES WALL TO BOUNDARY  
 BW - DENOTES 0.23 WIDE BRICK WALL  
 CLW - DENOTES CENTRELINE OF 0.27 WIDE TIMBER & GYPROCK WALL.

**DETAIL PLAN**  
 (IN 2 SHEETS)

PLAN OF SUBDIVISION OF LOT 28 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 29 DP 270508

LGA: BLACKTOWN  
 Locality: WOODROFF  
 Subdivision No: 12125

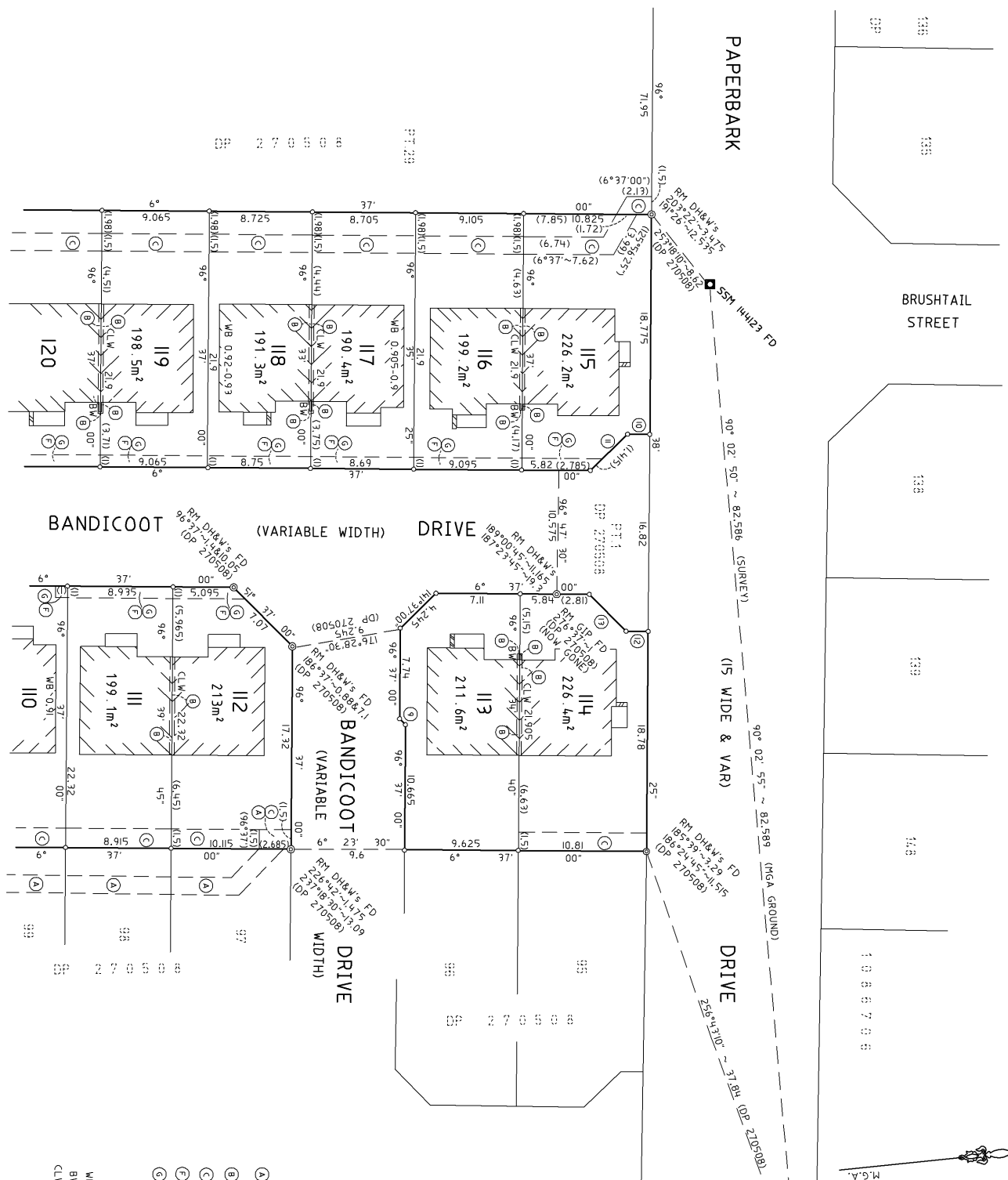
Registered  
 22.9.2008

Surveyor: RONALD JAMES RENNGER  
 Date of Survey: 31/03/2008  
 Surveyor's Ref: 75899.05.L07

Lengths are in metres. Reduction Ratio 1: 250

THIS IS SHEET 22 OF DP 270508 & IT REPLACES SHEETS 5, 6 & 7 AS REGARDS LOT 28 & 15 AN ADDITIONAL SHEET.





SCHEDULE OF SHORT LINES.

No.	BEARING	DISTANCE
9	S1°37'00"	0.705
10	S°38'25"	1.87
11	W°37'45"	4.42
12	S°35'50"	1.87
13	S1°37'45"	4.42

- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (WIDE DP 270508).
- (B) EASEMENT FOR SUPPORT 0.2 WIDE.
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (E) EASEMENT FOR SERVICES 1 WIDE & VARIABLE (WIDE DP 270508).
- (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (WIDE DP 270508).
- MB - DENOTES WALL TO BOUNDARY
- BW - DENOTES 0.23 WIDE BRICK WALL
- CLW - DENOTES CENTRELINE OF 0.27 WIDE TIMBER & GYPROCK WALL.

**DETAIL PLAN**

(IN 2 SHEETS)

Surveyor: <b>RONALD JAMES RENNGER</b> Date of Survey: <b>31/03/2008</b> Surveyor's Ref: <b>75989.05.L07</b>	PLAN OF SUBDIVISION OF LOT 28 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 29 DP 270508	LGA: <b>BLACKTOWN</b> Locality: <b>WOODCROFT</b> Subdivision No: <b>12125</b> Lengths are in metres. Reduction Ratio 1: 250
Registered 22.9.2008	<b>DP270508</b> ADDITIONAL SHEET 23	

**DETAIL AZIMUTH PLAN**  
1:500

THIS IS SHEET 24 OF DP 270508 & IT REPLACES SHEET 5 AS REGARDS LOTS 29 & 30 AND IS AN ADDITIONAL SHEET SCHEDULE OF SHORT BOUNDARIES

- (A) EASEMENT FOR SUPPORT 0.2 WIDE.
- (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (C) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE. (VIDE DP 270508).
- (D) EASEMENT FOR SERVICES 1 WIDE & VARIABLE (VIDE DP 270508).
- (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (VIDE DP 270508).
- (F) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- (G) EASEMENT FOR OVERHANG 0.9 WIDE.
- (H) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (I) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.

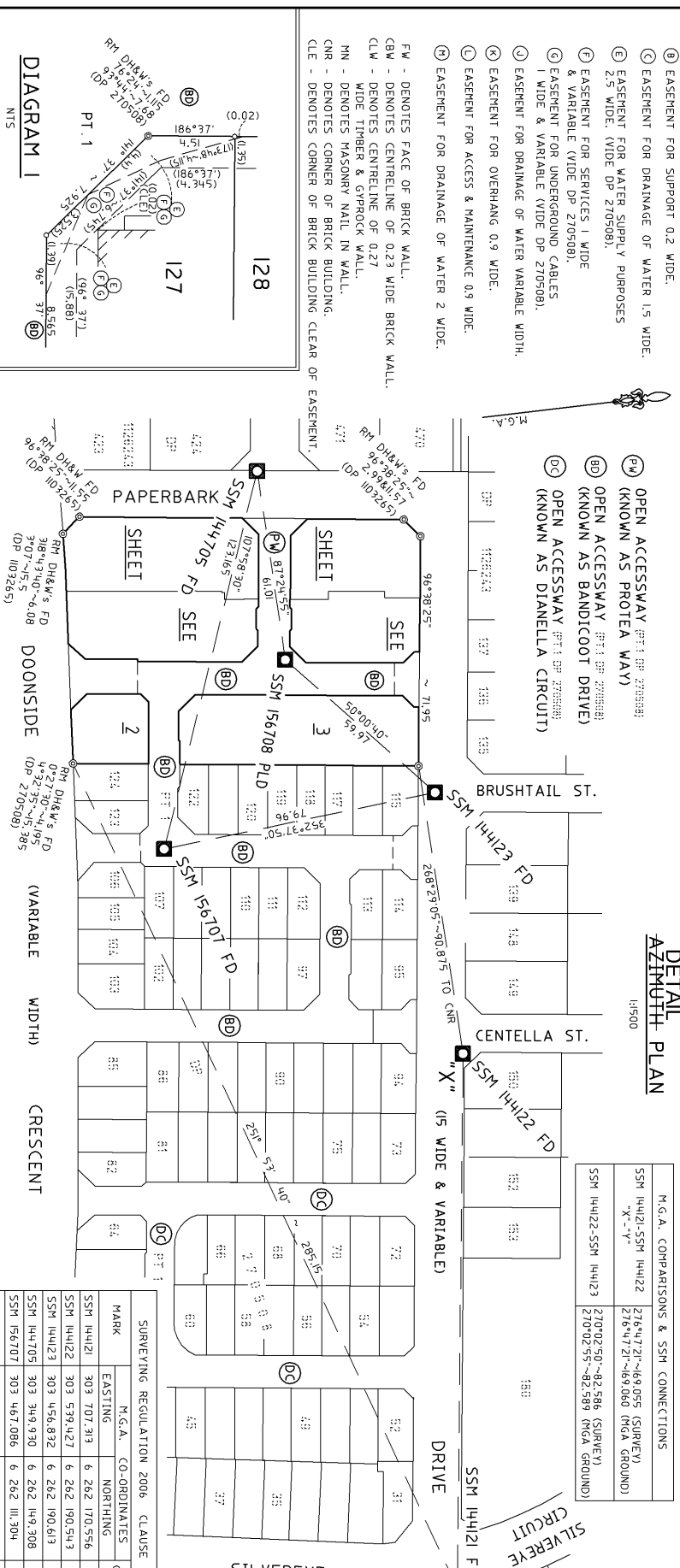
- (FM) OPEN ACCESSWAY (KNOWN AS PROTEA WAY)
- (BN) OPEN ACCESSWAY (KNOWN AS BANDICOOT DRIVE)
- (DC) OPEN ACCESSWAY (KNOWN AS DIANELLA CIRCUIT)

M.G.A. COMPARISONS & SSM CONNECTIONS

SSM 144121-SSM 144122	276°47'21"-169.055 (SURVEY)
"X"-1-Y"	276°47'21"-169.060 (MGA GROUND)
SSM 144122-SSM 144123	270°02'50"-82.586 (SURVEY)
	270°02'55"-82.589 (MGA GROUND)

NO. BEARING DISTANCE

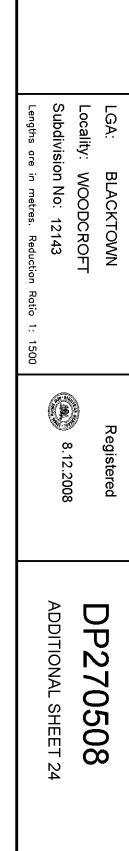
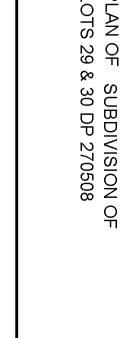
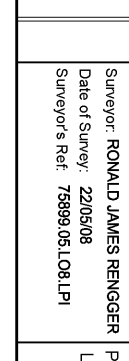
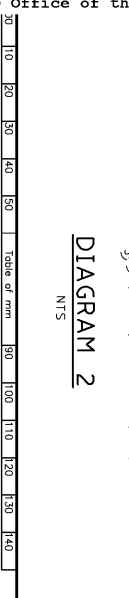
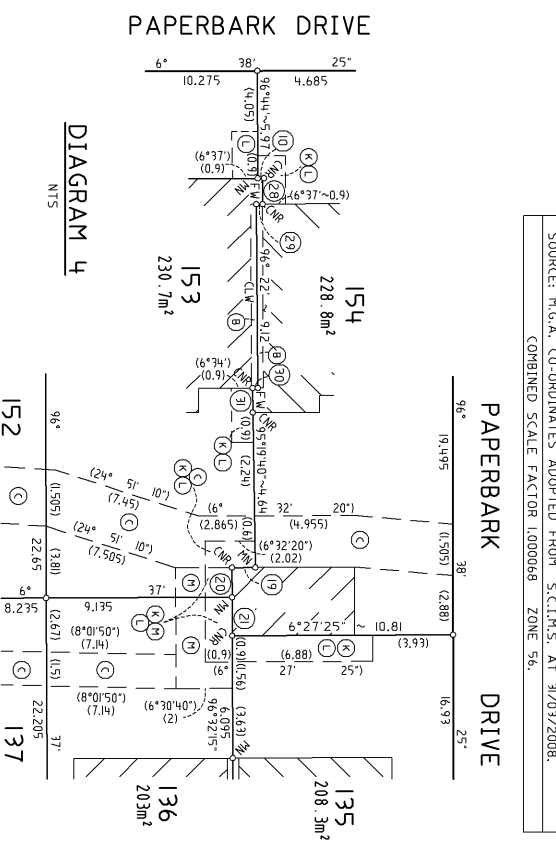
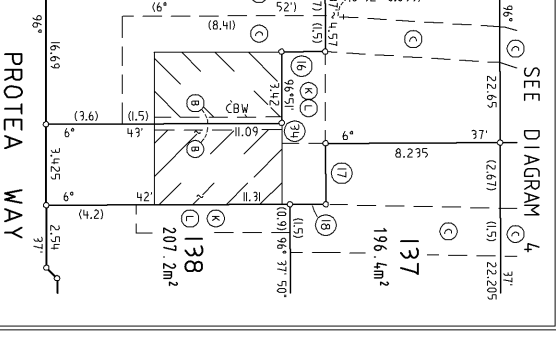
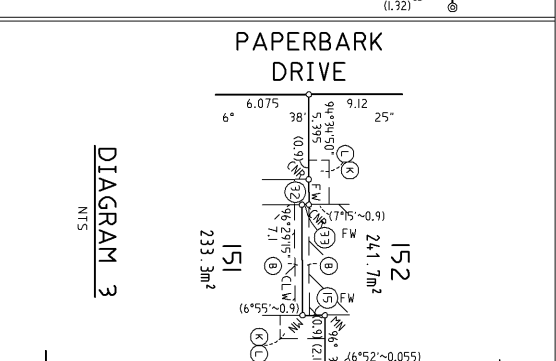
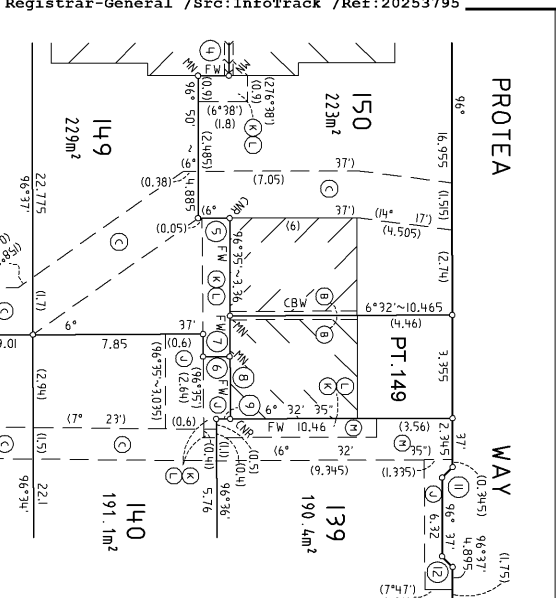
4	6°38'	0.95
5	6°37'	0.95
6	6°35'	0.9
7	96°35'	0.405
8	96°35'	2.15
9	6°32'55"	0.22
10	6°37'	0.1
11	144°37'	0.705
15	6°55'	0.885
16	6°52'	0.9
17	276°51'	2.945
18	6°44'2"	0.67
19	6°32'	1.14
20	96°28'	1.465
21	96°28'	1.88
29	96°37'	0.6
29	6°37'	0.105
31	96°03'	0.85
32	96°40'	1.22
33	79°5'	0.175
34	196°51'	(0.955)



SURVEYING REGULATION 2006. CLAUSE 35(1)(C) & CLAUSE 6(1)(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 144121	303 707.313	6 262 170.556	C	4	-	SCMS
SSM 144122	303 579.427	6 262 190.543	C	4	-	SCMS
SSM 144123	303 456.832	6 262 190.613	C	4	-	SCMS
SSM 144125	303 349.930	6 262 149.308	U	U	CAD TRAV	PLACED
SSM 156707	303 467.086	6 262 111.304	U	U	CAD TRAV	PLACED
SSM 156708	303 410.883	6 262 152.044	U	U	CAD TRAV	PLACED

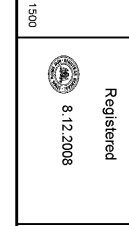
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.H.S. AT 31/03/2008.  
COMBINED SCALE FACTOR 1.000068 ZONE 56.



Surveyor: RONALD JAMES RENGGER  
Date of Survey: 22/05/08  
Surveyor's Ref: 75899,05.L08.LPI

PLAN OF SUBDIVISION OF LOTS 29 & 30 DP 270508

LGA: BLACKTOWN  
Locality: WOODCROFT  
Subdivision No: 12143  
Lengths are in metres. Reduction Ratio: 1:1500



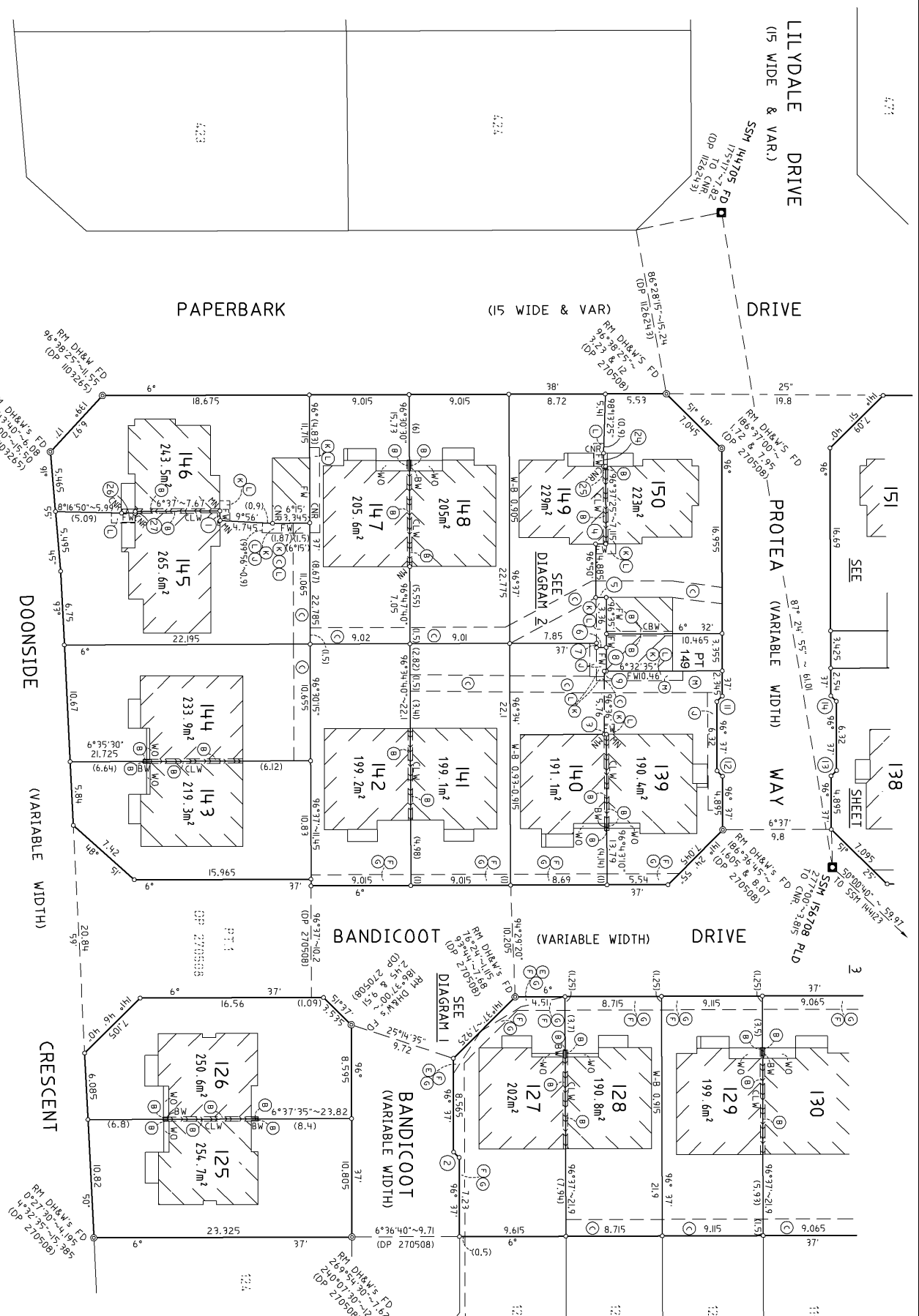
Registered  
8.12.2008  
DP270508  
ADDITIONAL SHEET 24

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

e-plan Sheet 2 of 3 sheets

THIS IS SHEET 25 OF DP 270508 & IT REPLACES SHEET 5 AS REGARDS LOTS 29 & 30 AND IS AN ADDITIONAL SHEET



**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
1	96°43'	0.9
2	51°37'	0.705
3	6°23'	0.2
4	6°38'	0.9
5	6°37'	0.95
6	6°35'	0.9
7	96°35'	0.405
8	96°35'	2.15
9	6°32'35"	0.22
10	141°37'	0.705
11	141°37'	0.705
12	51°37'	0.705
13	141°37'	0.71
14	51°37'	0.71
24	96°40'	1.2
25	6°41'	0.15
26	6°40'	1.215
27	96°42'	0.175

MN - DENOTES MASONRY NAIL IN WALL.  
 CBW - DENOTES CENTRELINE OF 0.23 WIDE BRICK WALL.  
 CNR - DENOTES CORNER OF BRICK BUILDING.  
 WB - DENOTES WALL TO BOUNDARY.  
 BW - DENOTES 0.23 WIDE BRICK WALL.  
 CLW - DENOTES CENTRELINE OF 0.27 WIDE TIMBER & GYPROCK WALL.  
 FW - DENOTES FACE OF BRICK WALL.  
 WO - DENOTES 2ND STOREY WALL.

(B) EASEMENT FOR SUPPORT 0.2 WIDE.  
 (C) EASEMENT FOR DRAINAGE OF WATER 1/5 WIDE.

(E) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (VIDE DP 270508), (DOC.1)  
 (F) EASEMENT FOR SERVICES 1 WIDE & VARIABLE (VIDE DP 270508), (DOC.1)  
 (G) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (VIDE DP 270508), (DOC.1)

(N) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.  
 (K) EASEMENT FOR OVERHANG 0.9 WIDE.  
 (L) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.  
 (H) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.

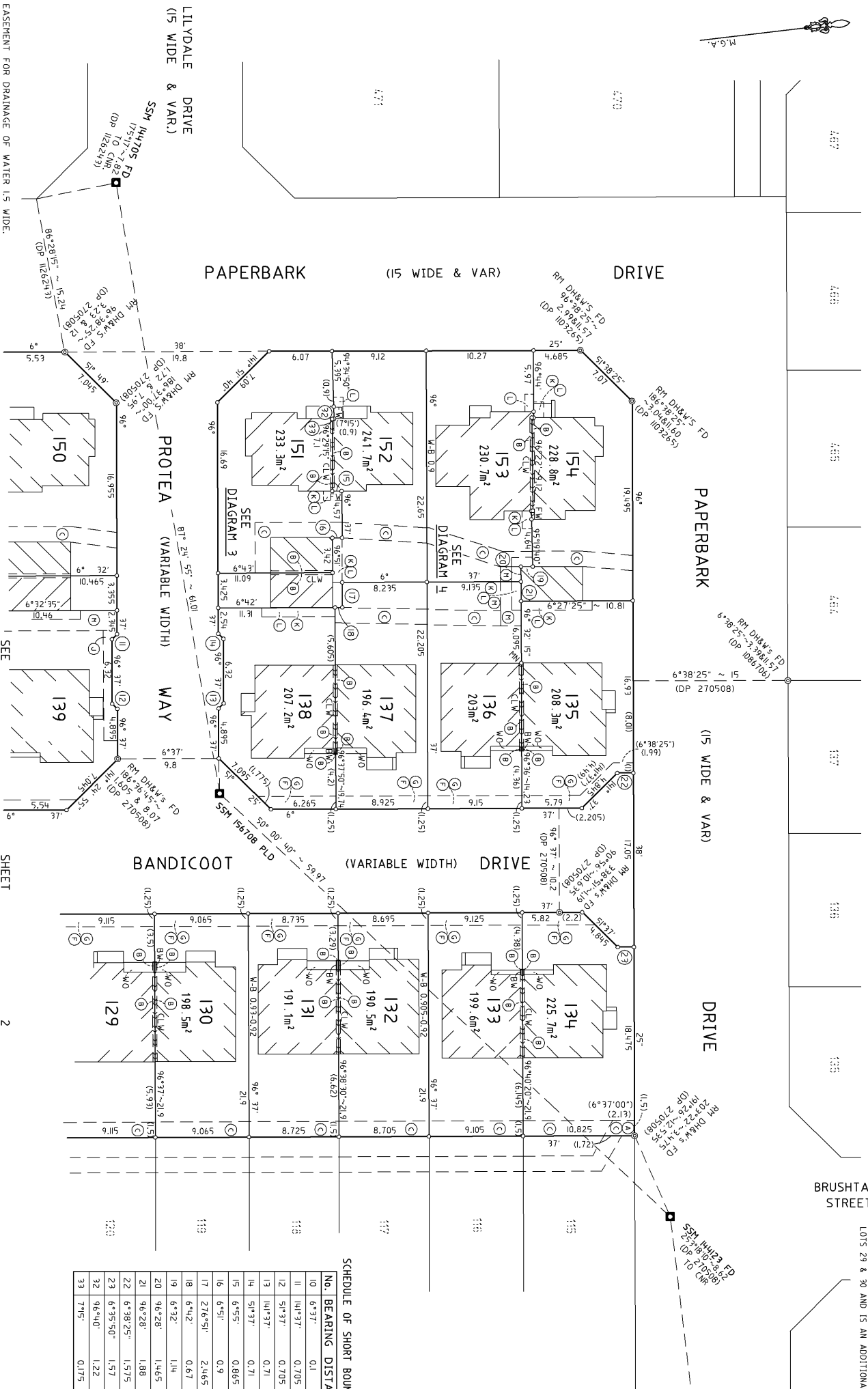
Surveyor: **RONALD JAMES RENGGER**  
 Date of Survey: 22/05/08  
 Surveyor's Ref: 75899/05.L08.LPI

PLAN OF SUBDIVISION OF  
 LOTS 29 & 30 DP 270508

LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Subdivision No: 12143

Registered  
 8/12/2008

**DP270508**  
 ADDITIONAL SHEET 25



- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (B) EASEMENT FOR SUPPORT 0.2 WIDE.
- (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (D) EASEMENT FOR SERVICES 1 WIDE & VARIABLE (VIDE DP 270508).
- (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (VIDE DP 270508).
- (F) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- (G) EASEMENT FOR OVERHANG 0.9 WIDE.
- (H) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (I) EASEMENT FOR DRAINAGE OF WATER 2.0 WIDE.
- (J) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (K) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (L) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (M) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (N) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (O) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (P) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (Q) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (R) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (S) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (T) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (U) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (V) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (W) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (X) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (Y) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (Z) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.

Surveyor: **RONALD JAMES RENGER**  
 Date of Survey: 22/05/08  
 Surveyor's Ref: 78899.05.L08.LPI  
 PLAN OF SUBDIVISION OF  
 LOTS 29 & 30 DP 270508

LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Subdivision No: 12143  
 Lengths are in metres. Reduction Ratio: 1:250

Registered  
 8:12.2008

**DP270508**  
 ADDITIONAL SHEET 28

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
10	6°37'	0.1
11	141°37'	0.705
12	51°37'	0.705
13	141°37'	0.71
14	51°37'	0.71
15	6°55'	0.865
16	6°51'	0.9
17	276°51'	2.465
18	6°42'	0.67
19	6°32'	1.14
20	96°28'	1.465
21	96°28'	1.88
22	6°38'25"	1.575
23	6°35'50"	1.57
32	96°40'	1.22
33	74°5'	0.175



**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 2 sheet(s)

PLAN OF SUBDIVISION OF  
 LOT 501 DP 1103265

**DP270508**

(DOC. A)

Registered:



21-12-2006

**Surveying Regulation, 2001**

I, RONALD JAMES RENGGER  
 of LEAN & HAYWARD PTY LTD  
 PO BOX 232 CAMPBELLTOWN NSW 2560  
 a surveyor registered under the *Surveying Act, 2002*, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the *Surveying Regulation, 2001* and was completed  
 on: 12<sup>TH</sup> AUGUST 2006

The survey relates to LOTS 1-30 INCLUSIVE

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

Signature  Dated: 12/08/06  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
 Type: Urban/Rural

**SIGNATURES, SEALS and STATEMENTS of intention  
 to dedicate public roads or to create public reserves  
 and drainage reserves.**

I, RONALD JAMES RENGGER, SURVEYOR  
 OF LEAN & HAYWARD PTY LTD  
 CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS/  
 ACCESS-WAYS-PROVIDED FOR THE DEVELOPMENT  
 SHOWN IN COMMUNITY/PRECINCT/  
 NEIGHBOURHOOD-PLAN No. 270508

SIGNED 

I, RONALD JAMES RENGGER, SURVEYOR  
 OF LEAN & HAYWARD PTY LTD  
 CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS/  
 ACCESS WAYS PROVIDED FOR THE DEVELOPMENT  
 SHOWN IN COMMUNITY/PRECINCT/  
 NEIGHBOURHOOD-PLAN No. 270508

SIGNED 

**Crown Lands NSW/Western Lands Office Approval**

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

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

I, Gabriel Thielker  
 OF Preston Rowe Paterson Pty Limited  
 BEING A VALUER REGISTERED UNDER THE VALUERS  
 REGISTRATION ACT 1975, CERTIFY THAT THE UNIT  
 ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED  
 UPON VALUATIONS MADE BY ME ON 23-11-06

SIGNED 

DATED 23-11-06

**Subdivision Certificate**

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Blacktown City Council  
 Date of Endorsement: 8th November 2006  
 Accreditation no: N/A  
 Subdivision Certificate no: 11780  
 File no: DA-04-2406

Consent 04-2406 of 14.12.04

\* Delete whichever is inapplicable.

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

\* OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 501 DP 1103265

DP270508

(DOC. A)

Registered:



21-12-2006

Subdivision Certificate No: 11780

Date of Endorsement: 8th November 2006

SIGNED FOR SYDNEY WATER CORPORATION BY ITS  
ATTORNEYS,  
JEFFREY FRANCIS COLENZO

ROSS ROLAND WYNN

WHO HEREBY STATE AT THE TIME OF EXECUTING THIS  
INSTRUMENT HAVE NO NOTICE OF THE REVOCATION  
OF THE POWER OF ATTORNEY REGISTERED No. 323  
BOOK 4465 UNDER THE AUTHORITY OF WHICH  
THIS INSTRUMENT HAS BEEN EXECUTED.

ATTORNEY

ATTORNEY

SIGNATURE OF WITNESS

JESIE CHANG  
NAME OF WITNESS

115 BATHURST ST., SYDNEY.  
ADDRESS OF WITNESS

CSR BUILDING PRODUCTS LIMITED  
by its Attorneys who state that at the  
date of their execution hereof they  
have had no notice of the revocation  
of the Power of Attorney dated  
5 December 2003 and Registered  
No. BOOK 4418 No. 245  
under the authority of which they  
have executed this instrument.

EDWIN SMITH

PETER McGUIGGAN

Witness: J Hardiman

Name of witness: JILL HARDIMAN

Address of witness: c/- CSR Ltd, 9 Help Street,  
Chatswood NSW

SURVEYOR'S REFERENCE: 75899.05.L02

\* OFFICE USE ONLY

**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 1 sheet(s)

**PLAN OF SUBDIVISION OF LOT 24 DP 270508 & EASEMENT FOR OVERHANG 0.9 WIDE, EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE & EASEMENT FOR DRAINAGE 1 WIDE OVER LOT 25 DP 270508**

**DP270508**

(Document B)

Registered:



4-5-2007

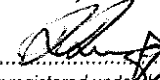
**Surveying Regulation, 2006**

I, **RONALD JAMES RENGGER**  
 of **LEAN & HAYWARD PTY LTD**  
 PO BOX 232  
 CAMPBELLTOWN NSW 2560

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: **30<sup>TH</sup> OCTOBER 2006**

The survey relates to **LOTS 31-41 INCLUSIVE**

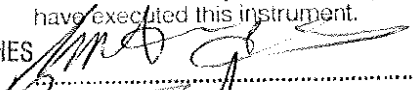
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

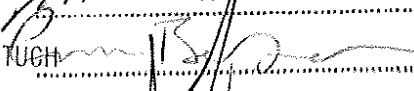
Signature  Dated: **10/11/06**  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
 Type: *Urban/Rural*

**SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.**

CSR BUILDING PRODUCTS LIMITED by its Attorneys who state that at the date of their execution hereof they have had no notice of the revocation of the Power of Attorney dated 5 December 2003 and Registered No. *Book 4418 No 245* under the authority of which they have executed this instrument.

**GRAHAM JOHN HUGHES** 

**CHRISTOPHER JOHN BERTUCH** 

Witness: 

Name: **Warren Duarte**

Address: **9 Help Street  
 Chatswood**

**Crown Lands NSW/Western Lands Office Approval**

I.....in approving this plan certify  
 (Authorised Officer)


that all necessary approvals in regard to the allocation of the land shown herein have been given

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

**Subdivision Certificate**

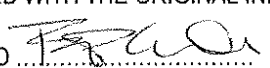
I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

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

  
 \* Authorized Person/General Manager/Accredited Certifier

Consent Authority: **Blacktown City Council**  
 Date of Endorsement: **15th January 2007**  
 Accreditation no: **Not Applicable**  
 Subdivision Certificate no: **11833**  
 File no: **DA-04-2406**  
 Consent **04-2406** of **14.12.04**

\* Delete whichever is inapplicable.

I, **Belinda Petrovski**  
 of **Preston Rowe Paterson NSW**  
 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT **WAGBERG 23/11/06** BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.  
 SIGNED   
 DATED **11 March 2007**

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

\* OFFICE USE ONLY



**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 1 sheet(s)

**PLAN OF SUBDIVISION OF  
 LOTS 25 & 26 DP270508**

**DP270508**

(Document C)

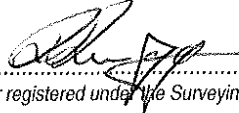
Registered:  4-5-2007

\* OFFICE USE ONLY

**Surveying Regulation, 2006**

I, **RONALD JAMES RENGGER**  
 of **LEAN & HAYWARD PTY LTD**  
**PO BOX 232, CAMPBELLTOWN NSW 2560**  
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: **23<sup>RD</sup> NOVEMBER 2006**



The survey relates to **LOTS 42-83 INCLUSIVE**  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)


Signature  Dated: 11/12/06  
 Surveyor registered under the *Surveying Act, 2002*

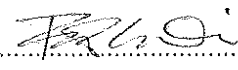
Datum Line: "X" - "Y"  
 Type: Urban/Rural

**SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.**

CSR BUILDING PRODUCTS LIMITED  
 by its Attorneys who state that at the date of their execution hereof they have had no notice of the revocation of the Power of Attorney dated 5 December 2002 and Registered No. Book 4418 No. 245 under the authority of which they have executed this instrument.

  
 GRAHAM JOHN HUGHES  
  
 CHRISTOPHER JOHN BERTUCH

Witness:   
 Name: **Warren Duarte**  
 Address: **9 Help Street Chatswood**

I, **Belinda Petrovski**  
 OF **Preston Rowe Paterson NSW PTY LTD**  
 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT **WATERLOO 23/11/06** BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.  
 SIGNED   
 DATED **11 March 2007**


**Crown Lands NSW/Western Lands Office Approval**

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

**Subdivision Certificate**

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

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

  
 \* Authorised Person/General Manager/Accredited Certifier  
 Consent Authority: **Blacktown City Council**  
 Date of Endorsement: **31st January 2007**  
 Accreditation no: **Not Applicable**  
 Subdivision Certificate no: **11842**  
 File no: **DA-04-2406**  
 Consent **04-2406 of 14.12.04**  
 \* Delete whichever is inapplicable.

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

\* OFFICE USE ONLY

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

LOTS 84-104 ARE DEVELOPMENT LOTS.

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


- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- EASEMENT FOR SUPPORT 0.2 WIDE
- EASEMENT FOR SERVICES VARIABLE WIDTH

IT IS INTENDED TO RELEASE:

- EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE (VIDE DP 1086706)

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

DP270508

Registered:  9.5.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508

LGA: BLACKTOWN

Locality: WOODCROFT

Parish: PROSPECT

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

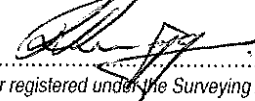
Signature:.....  
Date:.....  
File Number:.....  
Office:.....

Surveying Regulation, 2006

I, RONALD JAMES RENGGER  
of LEAN & HAYWARD PTY LTD  
PO BOX 232 CAMPBELLTOWN NSW 2560  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 15<sup>TH</sup> OCTOBER 2007

The survey relates to LOTS 84-104 INCLUSIVE

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

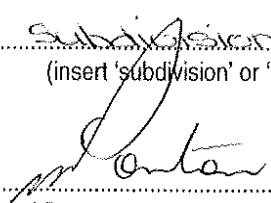
Signature  Dated: 22/01/08  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
Type: Urban/Rural

Subdivision Certificate

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

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

  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Blacktown City Council  
Date of Endorsement: 18th March 2008  
Accreditation no: N/A  
Subdivision Certificate no: 12038  
File no: DA-04-2006

Plans used in the preparation of survey/compilation

- DP 270508
- DP1086704
- DP1086706
- DP1103265

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

SURVEYOR'S REFERENCE: 75899.05.L06

\* Delete whichever is inapplicable.

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

**PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508**

**DP270508**

Registered:  9.5.2008

Subdivision Certificate No: ~~V2038~~

Date of Endorsement: 18th March 2008

Name of Development if any  
"EDGEWOOD"

Address for Service of Notice  
PO BOX 787  
PARRAMATTA NSW 2124

This sheet shows an initial schedule of unit entitlements for the \*Community/\*Precinct/\*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets.

I, Belinda Petrovski of Preston Rowe Paterson Pty Ltd being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements for the new lots created by the subdivision are based upon market values of such lots at 23/11/2006 being the date of the Valuer's Certificate lodged with the original initial schedule.

Signature: [Signature] Date: 26/3/2008  
\* Strike out whichever is inapplicable # Insert date of valuation  
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

**SCHEDULE OF UNIT ENTITLEMENT**  
(if insufficient space use additional annexure sheet- Plan Form 6A)

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	
20	100	
21	100	
22	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
23	100	
24	Subdivided into Lots 31-41	See additional sheets 12-14
25	Subdivided into Lots 42-62	See additional sheets 15-17
26	Subdivided into Lots 63-83	See additional sheets 15, 18 & 19
27	Subdivided into Lots 84-104	See additional sheets 20 & 21
28	2000	
29	2000	
30	1000	
31	100	
32	100	
33	100	
34	100	
35	100	
36	100	
37	100	
38	100	
39	100	
40	100	

SURVEYOR'S REFERENCE: 75899.05.L06

\* OFFICE USE ONLY

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

**PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 28 DP 270508**

## DP270508

Registered:



9.5.2008

Subdivision Certificate No: 12038

Date of Endorsement: 18th March 2008

### SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
41	100	
42	100	
43	100	
44	100	
45	100	
46	100	
47	100	
48	100	
49	100	
50	100	
51	100	
52	100	
53	100	
54	100	
55	100	
56	100	
57	100	
58	100	
59	100	
60	100	
61	100	
62	100	
63	100	
64	100	
65	100	
66	100	
67	100	
68	100	
69	100	
70	100	
71	100	
72	100	
73	100	
74	100	
75	100	
76	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
77	100	
78	100	
79	100	
80	100	
81	100	
82	100	
83	100	
84	100	
85	100	
86	100	
87	100	
88	100	
89	100	
90	100	
91	100	
92	100	
93	100	
94	100	
95	100	
96	100	
97	100	
98	100	
99	100	
100	100	
101	100	
102	100	
103	100	
104	100	
<b>TOTAL</b>	<b>14,600</b>	

**HISTORICAL FILE**  
SEE ADMINISTRATION DOC. E  
(SHEETS 2 & 3)

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 27 DP 270508 & EASEMENT FOR DRAINAGE OF WATER OVER LOT 28 DP 270508

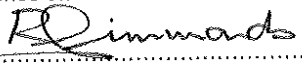
DP270508

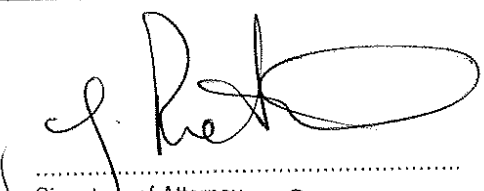
Registered:  9.5.2008

Subdivision Certificate No: 12038

Date of Endorsement: 18th March 2008

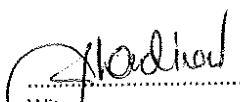
Signed on behalf of **Integral Energy Australia** by its Attorney pursuant to Power of Attorney Book 4509 No 838 in the presence of:

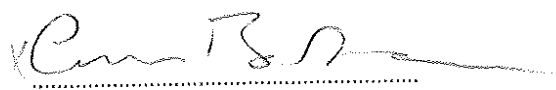
  
Signature of Witness  
Ray Simmonds  
Name of Witness

  
Signature of Attorney  
Name: GEOFFREY RIETHMULLER  
Position: NETWORK PROPERTY MANAGER


c/-Integral Energy  
51 Huntingwood Drive Huntingford 2148  
Address of Witness


Executed by **CSR Building Products Pty Limited** by the party's attorney pursuant to power of attorney registered Book 4534 No 795 who states that no notice of revocation of the power of attorney has been received in the presence of:

  
Witness  
JILLIAN HARDIMAN  
Name of Witness (print)

  
Attorney  
CHRISTOPHER JOHN BERTUCH  
Name of Attorney (print)

9 Help Street, Cretwood 2067.  
Address and Occupation of Witness (print)  
Assistant to Company Secretary

  
Witness  
JILLIAN HARDIMAN  
Name of Witness (print)

  
Attorney  
MARTIN HUGH FOREMAN  
Name of Attorney (print)

9 Help Street, Cretwood 2067.  
Address and Occupation of Witness (print)  
Assistant to Company Secretary

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 4 sheet(s)

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


LOTS 105-124 ARE DEVELOPMENT LOTS.

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
2. EASEMENT FOR SUPPORT 0.2 WIDE

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

**DP270508**  
(DOC.E) \*

Registered:  22.9.2008 \*

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 28 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 29 DP 270508**

LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Parish: PROSPECT  
 County: CUMBERLAND

**Crown Lands NSW/Western Lands Office Approval**

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

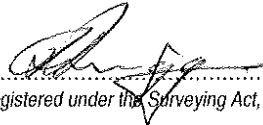
Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

Surveying Regulation, 2006

I, RONALD JAMES RENGGER  
 of LEAN & HAYWARD PTY LTD  
 PO BOX 232 CAMPBELLTOWN NSW 2560  
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 31<sup>ST</sup> March 2008

The survey relates to LOTS 105-124 INCLUSIVE

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

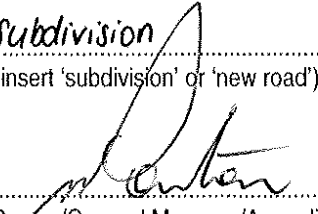
Signature  Dated: 11/04/08  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
 Type: Urban/Rural

**Subdivision Certificate**

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

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



\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Blacktown City Council  
 Date of Endorsement: 27 August 2008  
 Accreditation no: N/A  
 Subdivision Certificate no: 12125  
 File no: OA-04-2406

Plans used in the preparation of survey/compilation

DP 270508  
 DP1086704  
 DP1086706  
 DP1103265

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


\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

**PLAN OF SUBDIVISION OF LOT 28 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 29 DP 270508**

**DP270508**  
(DOC.E)

\*  
Registered:  22.9.2008 \*

Subdivision Certificate No: **12125** Date of Endorsement: **27 August 2008**

Name of Development if any  
**"EDGEWOOD"**

Address for Service of Notice  
**PO BOX 787  
PARRAMATTA NSW 2124**

This sheet shows an initial schedule of unit entitlements for the \*Community\*/~~Precinct~~/~~Neighbourhood~~ scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.  
Any changes will be recorded on subsequent Administration Sheets.  
*\* Strike out whichever is inapplicable*

I, Belinda Petrovski  
of PRP Valuers Pty Ltd  
being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements for the new lots created by the subdivision are based upon market values of such lots at 08.09.08 being the date of the Valuer's Certificate lodged with the original initial schedule.  
Signature: [Signature] Date 9.9.2008  
*\* Strike out whichever is inapplicable # Insert date of valuation*  
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

**SCHEDULE OF UNIT ENTITLEMENT**  
*(if insufficient space use additional annexure sheet- Plan Form 6A)*

	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	
20	100	
21	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
22	100	
23	100	
24	Subdivided into Lots 31-41	See additional sheets 12-14
25	Subdivided into Lots 42-62	See additional sheets 15-17
26	Subdivided into Lots 63-83	See additional sheets 15, 18 & 19
27	Subdivided into Lots 84-104	See additional sheets 20 & 21
28	Subdivided into Lots 105-124	See additional sheets 22 & 23
29	2000	
30	1000	
31	100	
32	100	
33	100	
34	100	
35	100	
36	100	
37	100	
38	100	
39	100	

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

**PLAN OF SUBDIVISION OF LOT 28 DP 270508 & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE OVER LOT 29 DP 270508**

**DP270508**

(DOC.E)

Registered:  22.9.2008

Subdivision Certificate No: *12125*

Date of Endorsement: *27 August 2008*

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	SUBDIVISION
40	100	
41	100	
42	100	
43	100	
44	100	
45	100	
46	100	
47	100	
48	100	
49	100	
50	100	
51	100	
52	100	
53	100	
54	100	
55	100	
56	100	
57	100	
58	100	
59	100	
60	100	
61	100	
62	100	
63	100	
64	100	
65	100	
66	100	
67	100	
68	100	
69	100	
70	100	
71	100	
72	100	
73	100	
74	100	
75	100	
76	100	
77	100	
78	100	
79	100	
80	100	
81	100	
82	100	
83	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
84	100	
85	100	
86	100	
87	100	
88	100	
89	100	
90	100	
91	100	
92	100	
93	100	
94	100	
95	100	
96	100	
97	100	
98	100	
99	100	
100	100	
101	100	
102	100	
103	100	
104	100	
105	100	
106	100	
107	100	
108	100	
109	100	
110	100	
111	100	
112	100	
113	100	
114	100	
115	100	
116	100	
117	100	
118	100	
119	100	
120	100	
121	100	
122	100	
123	100	
124	100	
<b>Total</b>	<b>14600</b>	

HISTORICAL FILE - SEE ADMINISTRATION SHEET 4 (DOC. F)

\* OFFICE USE ONLY



**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 4 sheet(s)

**PLAN OF SUBDIVISION OF LOT 28 DP 270508 &  
EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
OVER LOT 29 DP 270508**

**DP270508**

(DOC.E)

Registered:  22.9.2008

Subdivision Certificate No: *12125*

Date of Endorsement: *27 August 2008*

Executed by CSR Building Products Limited by )  
the party's attorney pursuant to power of attorney )  
registered Book *4534* No *795* dated *23 Oct 2007* )  
who states that no notice of revocation of the )  
power of attorney has been received in the )  
presence of: )

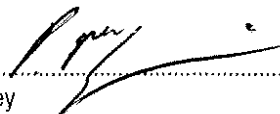
  
.....  
Witness

  
.....  
Attorney

*Christine Parfait*  
.....  
Name of Witness (print)

**DARREN JOHN TIMMS**  
.....  
Name of Attorney (print)

*Executive Assistant*  
*14, 9 Help Street, Chatswood*  
.....  
Address and Occupation of Witness (print)

  
.....  
Attorney

  
.....  
Witness

**PETER MARK MCGUIGAN**  
.....  
Name of Attorney (print)

**CHRISTINE PARFAIT**  
.....  
Name of Witness (print)

*14, 9 HELP STREET, CHATSWOOD*  
.....  
Address and Occupation of Witness (print)

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 5 sheet(s)

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

LOTS 125-154 ARE DEVELOPMENT LOTS.

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

1. EASEMENT FOR DRAINAGE OF WATER 2 WIDE
2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
3. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
4. EASEMENT FOR SUPPORT 0.2 WIDE
5. EASEMENT FOR OVERHANG 0.9 WIDE
6. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

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

**Crown Lands NSW/Western Lands Office Approval**

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

**Subdivision Certificate**

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

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


  
 \* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL  
 Date of Endorsement: 24th October 2008  
 Accreditation no: Not Applicable  
 Subdivision Certificate no: 12143  
 File no: DA-04-2406

\* Delete whichever is inapplicable.

**DP270508**

(DOC.F)

Registered:  8.12.2008 \*  
 Title System: **TORRENS**  
 Purpose: **SUBDIVISION**

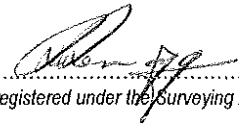
**PLAN OF SUBDIVISION OF LOT 29 & 30 DP 270508**

LGA: **BLACKTOWN**  
 Locality: **WOODCROFT**  
 Parish: **PROSPECT**  
 County: **CUMBERLAND**

**Surveying Regulation, 2006**

I, **RONALD JAMES RENGGER**  
 of **LEAN & HAYWARD PTY LTD**  
**PO BOX 232 CAMPBELLTOWN NSW 2560**  
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: **22<sup>ND</sup> MAY 2008**

The survey relates to **LOTS 125-154 INCLUSIVE**  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 6/08/08  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"  
 Type: *Urban/Rural*

**Plans used in the preparation of survey/compilation**

- DP 270508
- DP1086704
- DP1086706
- DP1103265

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


SURVEYOR'S REFERENCE: 75899.05.L08

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

**PLAN OF SUBDIVISION OF LOT 29 & 30 DP 270508**

**DP270508**  
(DOC.F)

Registered:  8.12.2008

\* OFFICE USE ONLY

Subdivision Certificate No: 12143 Date of Endorsement: 24th October 2008

Name of Development if any  
"EDGEWOOD"

Address for Service of Notice  
PO BOX 787  
PARRAMATTA NSW 2124

This sheet shows an initial schedule of unit entitlements for the \*Community/\*Precinct/\*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.  
Any changes will be recorded on subsequent Administration Sheets.  
*\* Strike out whichever is inapplicable*

I, Belinda Petrovski  
of PRP Valuers P/L  
being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements for the new lots created by the subdivision are based upon market values of such lots at 6-11-2008 being the date of the Valuer's Certificate lodged with the original initial schedule.  
Signature: [Signature] Date 7-11-2008  
*\* Strike out whichever is inapplicable # Insert date of valuation*  
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

**SCHEDULE OF UNIT ENTITLEMENT**  
(if insufficient space use additional annexure sheet- Plan Form 6A)


	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
13	100	
14	100	
15	100	
16	100	
17	100	
18	100	
19	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
20	100	
21	100	
22	100	
23	100	
24	Subdivided into Lots 31-41	See additional sheets 12-14
25	Subdivided into Lots 42-62	See additional sheets 15-17
26	Subdivided into Lots 63-83	See additional sheets 15, 18 & 19
27	Subdivided into Lots 84-104	See additional sheets 20 & 21
28	Subdivided into Lots 105-124	See additional sheets 22 & 23
29	Subdivided into Lots 125-154	See additional sheets 24-26
30	Subdivided into Lots 125-154	See additional sheets 24-26
31	100	
32	100	
33	100	
34	100	

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

**PLAN OF SUBDIVISION OF LOT 29 & 30 DP 270508**

**DP270508**  
(DOC.F)

Registered:  8.12.2008

Subdivision Certificate No: 12143 Date of Endorsement: 24th October 2008

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	SUBDIVISION
35	100	
36	100	
37	100	
38	100	
39	100	
40	100	
41	100	
42	100	
43	100	
44	100	
45	100	
46	100	
47	100	
48	100	
49	100	
50	100	
51	100	
52	100	
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67	100	
68	100	
69	100	
70	100	
71	100	
72	100	
73	100	
74	100	
75	100	
76	100	
77	100	
78	100	


LOT	UNIT ENTITLEMENT	SUBDIVISION
79	100	
80	100	
81	100	
82	100	
83	100	
84	100	
85	100	
86	100	
87	100	
88	100	
89	100	
90	100	
91	100	
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111	100	
112	100	
113	100	
114	100	
115	100	
116	100	
117	100	
118	100	
119	100	
120	100	
121	100	
122	100	

\* OFFICE USE ONLY

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

**PLAN OF SUBDIVISION OF LOT 29 & 30 DP 270508**

**DP270508**  
(DOC.F) \*

Registered:  8.12.2008 \*

Subdivision Certificate No: 12143 Date of Endorsement: 24th October 2008

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	SUBDIVISION
123	100	
124	100	
125	100	
126	100	
127	100	
128	100	
129	100	
130	100	
131	100	
132	100	
133	100	
134	100	
135	100	
136	100	
137	100	
138	100	

LOT	UNIT ENTITLEMENT	SUBDIVISION
139	100	
140	100	
141	100	
142	100	
143	100	
144	100	
145	100	
146	100	
147	100	
148	100	
149	100	
150	100	
151	100	
152	100	
153	100	
154	100	
<b>TOTAL</b>	<b>14600</b>	

\* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 29 & 30 DP 270508

DP270508

(DOC.F)

Registered: 8.12.2008



Subdivision Certificate No: 12143

Date of Endorsement: 24th October 2008

Executed by CSR Building Products Limited by )  
the party's attorney pursuant to power of attorney )  
registered Book 4534 No 795 )  
who states that no notice of revocation of the )  
power of attorney has been received in the )  
presence of: )

*Christine Parfait*  
Witness

CHRISTINE PARFAIT  
Name of Witness (print)

9 HELP ST, CHATSWOOD, EXECUTIVE ASSISTANT  
Address and Occupation of Witness (print)

*Christine Parfait*  
Witness

CHRISTINE PARFAIT  
Name of Witness (print)

9 HELP ST, CHATSWOOD, EXECUTIVE ASSISTANT  
Address and Occupation of Witness (print)

*Darren John Timms*  
Attorney

DARREN JOHN TIMMS  
Name of Attorney (print)

*Peter Mark McGuigan*  
Attorney

PETER MARK MCGUIGAN  
Name of Attorney (print)

\* OFFICE USE ONLY

**PLAN FORM 2**  
SIGNATURE AND SEALS ONLY

1086704/2005/150  
 G.M. 008 08 15 35  
 G.M. 008 08 15 35  
 GRANTHA JOHN HUGHES  
 CAVALIER  
 EDWIN MATTHEW SMITH

Department of Land and Water Conservation Approval  
 (Authorised Officer)  
 I, \_\_\_\_\_, in approving this plan certify that all necessary approvals in regard to the location of the land shown herein have been given.  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 The Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

Subdivision Certificate  
 I certify that the provisions of a Table of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
 (Authorised Officer)  
 \_\_\_\_\_  
 Date of Issuance: \_\_\_\_\_

Consent Authority: \_\_\_\_\_  
 Date of Consent: \_\_\_\_\_  
 Subdivision Certificate no.: \_\_\_\_\_  
 File no.: \_\_\_\_\_  
 Note: When this plan is lodged electronically in Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.  
 \* Dates whichever is inapplicable

SURVEYORS REFERENCE: 75899.01.L018

Plan Drawing only to appear in this space

(A) EASEMENT FOR WATER SUPPLY 2.5 WIDE.  
 (B) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE.  
 (C) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE.  
 (D) RESTRICTION ON THE USE OF LAND.  
 (E) RESTRICTION ON THE USE OF LAND.  
 (F) BELLMINER STREET

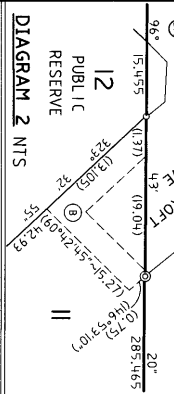


Table of bearings, distances, and arcs for the main plan.

No.	BEARING	DISTANCE	ARC	RADIUS
1	96°41'15"	18.555	-	-
2	158°02'10"	34.66	-	-
3	218°22'40"	26.32	34.235	14
4	291°34'10"	12.5	12.78	17.55
5	301°47'55"	16.96	17.515	20
6	96°43'20"	20.835	-	-
7	276°43'20"	15.455	-	-
8	52°06'40"	20.655	-	-
9	35°31'30"	10.535	10.545	78.5
10	211°54'00"	40.185	-	-
11	141°32'55"	28.955	-	-
12	128°25'50"	11.15	4.39	12
13	177°26'30"	3.5	-	-

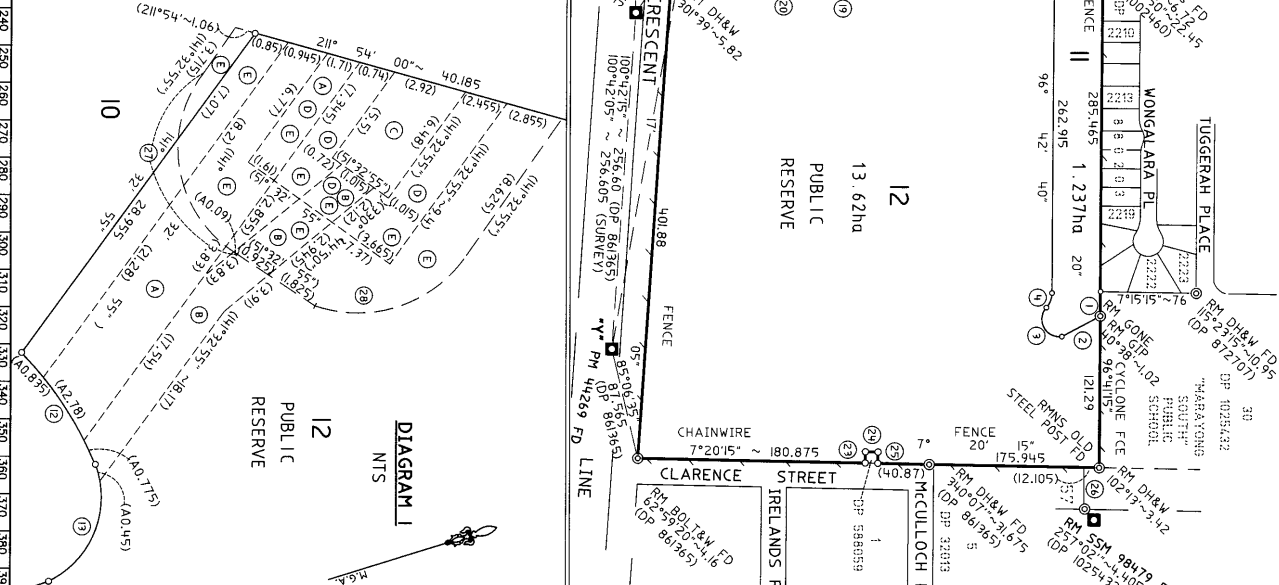
SCHEDULE OF SHORT & CURVED BOUNDARIES.

No.	BEARING	DISTANCE	ARC	RADIUS
15	149°49'10"	13.42	-	-
16	130°13'00"	9.755	-	-
17	135°18'55"	18.305	18.335	99.045
18	157°15'10"	99.005	100.146	170
19	174°30'00"	14.875	-	-
20	181°07'45"	65.775	66.71	115
21	207°44'40"	46.085	-	-
22	180°15'15"	16.545	-	-
23	277°20'15"	9	-	-
24	72°20'15"	10	-	-
25	97°20'15"	9	-	-
26	97°14'45"	33.53	-	-
27	106°32'55"	17.077	-	-
28	6°32'55"	17.855	-	-

SURVEYING REGULATION 2001 CLAUSE 32(2)

MARK	H.G.A.	CO-ORDINATES	ZONE	CLASS	ORDER
PM 57569	303 055.796	6 262 225.234	56	B	2
PM 44269	304 045.447	6 261 960.936	56	B	2
PM 44685	303 380.802	6 262 067.794	56	B	2
PM 57005	303 546.899	6 262 015.468	56	B	2

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.L.M.S. AT 28/04/05  
 COMBINED SCALE FACTOR 1.0000068



Registered: 6.2.2006  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U 8260-63#  
 Last Plan: DP 861365

PLAN OF SUBDIVISION OF LOT 1 DP 861365

LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Parish: PROSPECT  
 County: CUMBERLAND

This is sheet 1 of my plan in \_\_\_\_\_ sheets.  
 (Delete if inapplicable)  
 Surveying Regulation, 2001  
 L. RONALD JAMES RENNERT  
 OF THE NEW SOUTH WALES LAND & SURVEYING AUTHORITY  
 MADE IN ACCORDANCE WITH THE SURVEYING REGULATION 2001 AND WAS COMPLETED ON 22/04/05  
 The survey relates to LOTS 10, 11 & 12 shown in the plan filed in this office as the subject of the Survey.  
 (Signature) \_\_\_\_\_ Date 22/04/05  
 Surveyor registered in the Surveying Regulation 2001 and was duly qualified to conduct this survey on 02/07/05  
 District Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Plans used in preparation of Survey/Completion  
 DP 817957 DP 1002460  
 DP 861365 DP 1025432  
 DP 872107 DP 1048333  
 DP \_\_\_\_\_

PANEL FOR USE ONLY for statements of public responsibility for public roads to create public roads 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 FOR WATER SUPPLY 2.5 WIDE (A)  
 2. EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (B)  
 3. EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE (C)  
 4. RESTRICTION ON THE USE OF LAND (D)  
 5. RESTRICTION ON THE USE OF LAND (E)  
 IT IS INTENDED TO CREATE LOT 12 AS PUBLIC RESERVE.

CHECKLIST

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2

SIGNATURE AND SEALS ONLY.

**ANNA JOHN HUGHES**  
 Q.A.C.  
 EDMUND ARTHUR SMITH

**Department of Land and Water Conservation Approval**

1. In approving this plan, the Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

2. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

3. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

4. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

5. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

6. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

7. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

8. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

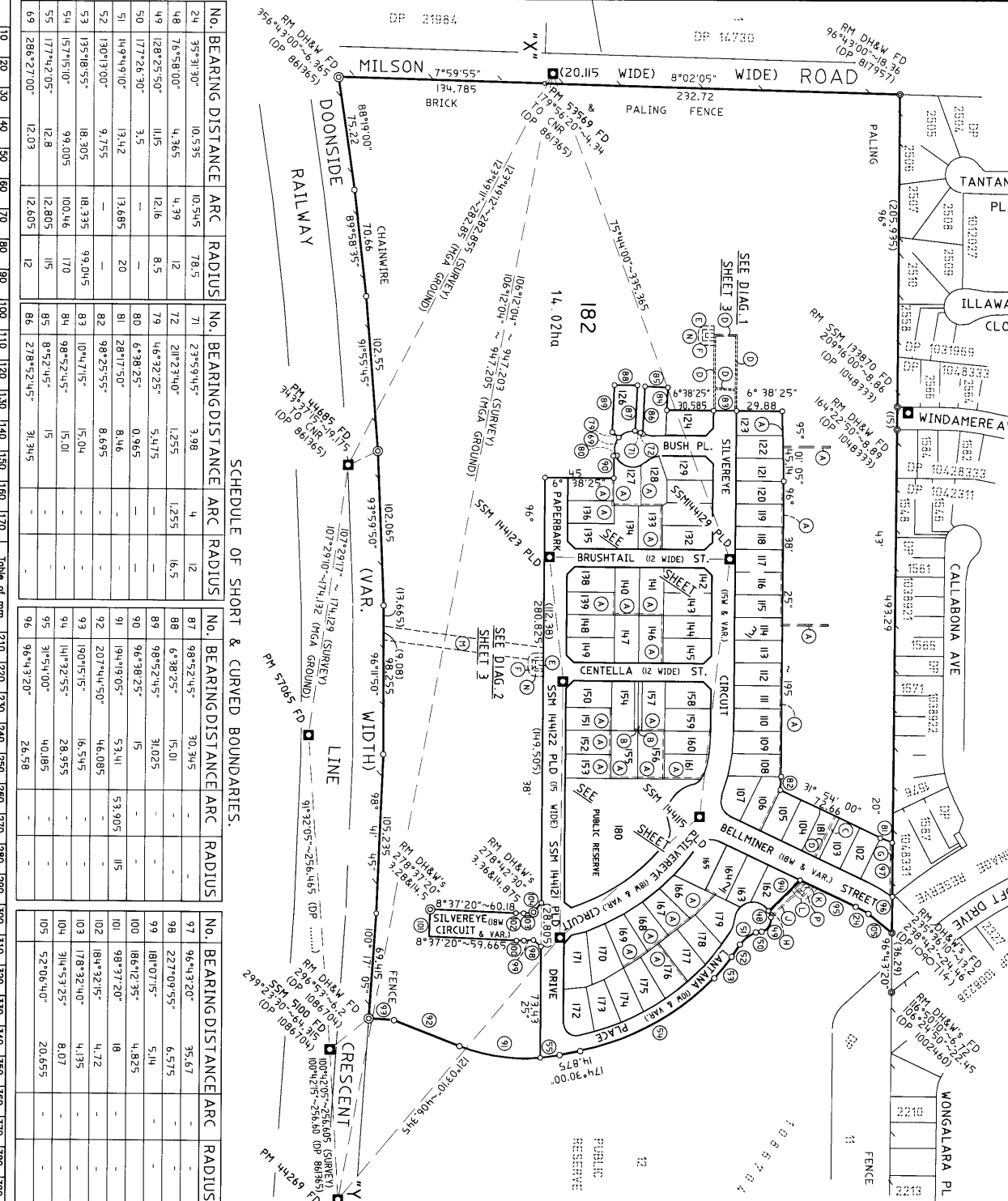
9. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

10. The Registrar-General is approving the proposed subdivision in accordance with the provisions of the *Subdivision Act 1995* and the *Environmental Planning and Assessment Act 1979* has been satisfied in addition to the provisions of the *Subdivision Act 1995*.

- (A) EASEMENT FOR DRAINAGE OF WATER
- (B) RIGHT OF ACCESS 2.5 WIDE.
- (C) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE.
- (D) EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE.
- (E) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE.
- (F) RESTRICTION ON THE USE OF LAND.
- (G) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.

MARK	SURVEYING REGULATION 2001 CLAUSE 32(2)	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
PH 53569	EASTING	303 145.796	NORTHING	6 262 225.234	5 6
PH 44269	EASTING	304 055.447	NORTHING	6 261 960.934	5 6
PH 44685	EASTING	303 380.802	NORTHING	6 262 067.794	5 6
PH 57085	EASTING	303 546.899	NORTHING	6 262 057.468	5 6

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT 26/04/05  
 COMBINED SCALE FACTOR 1.000068



SCHEDULE OF SHORT & CURVED BOUNDARIES.

No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
24	375°31'30"	10.535	10.545	78.5	71	27°49'45"	3.98	4	12
48	74°58'00"	4.365	4.39	12	72	212°23'40"	1.255	16.5	-
49	128°25'50"	11.5	12.16	8.5	79	46°32'25"	5.475	-	-
50	177°26'30"	3.5	-	-	80	67°38'25"	0.465	-	-
51	149°49'10"	13.12	13.685	20	81	28°17'50"	8.146	-	-
52	130°17'00"	9.755	-	-	82	98°25'55"	8.695	-	-
53	135°18'55"	18.305	18.335	99.015	83	104°17'15"	15.04	-	-
54	157°15'10"	99.005	100.46	170	84	98°52'45"	15.01	-	-
55	177°42'05"	12.8	12.805	115	85	87°52'45"	15	-	-
69	286°27'00"	12.03	12.605	12	86	278°52'45"	31.345	-	-

- (H) EASEMENT FOR WATER SUPPLY 2.5 WIDE. (VIDE DP 1086704)
- (I) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE. (VIDE DP 1086704)
- (J) EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE. (VIDE DP 1086704)
- (K) EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE. (VIDE DP 1086704)
- (L) RESTRICTION ON THE USE OF LAND. (VIDE DP 1086704)
- (M) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE.
- (N) RESTRICTION ON THE USE OF LAND. (VIDE DP 1086704)
- (O) RESTRICTION ON THE USE OF LAND. (VIDE DP 1086704)

No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
97	96°43'20"	-	95.67	-	98	227°09'55"	6.575	-	-
98	227°09'55"	6.575	-	-	99	181°07'15"	5.44	-	-
100	181°07'15"	5.44	-	-	101	186°12'35"	4.825	-	-
102	186°12'35"	4.825	-	-	103	186°12'35"	4.825	-	-
104	186°12'35"	4.825	-	-	105	186°12'35"	4.825	-	-

DP1086706

Registered: 21/11/2006  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U 8260-6-3#  
 Last Plan: DP 1086704

PLAN OF SUBDIVISION OF  
 LOT 10 DP 1086704

Lengths are in metres. Reduction Ratio 1:2000  
 LGA: BLACKTOWN  
 Locality: WOODCROFT  
 Parish: PROSPECT  
 County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets.  
 (Delete if inapplicable)

Surveying Regulation 2001  
 L. DONALD JAMES RENNERT  
 LEAN & HAYWARD P/L  
 10/100, ANTIANA PLACE, WOODCROFT NSW 2560  
 Surveyor registered under the Surveying Act 2002 (NSW)

Plans used in preparation of Survey/Contribution  
 DP 817957 DP 1025432  
 DP 861965 DP 1048333  
 DP 8172107 DP 1086704  
 DP 1002460 DP

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create easements, or to create lot boundaries or covenants on the use of land or pasture.

IT IS INTENDED TO CREATE LOT 180 AS PUBLIC RESERVE.

IT IS INTENDED TO CREATE LOT 181 AS DRAINAGE RESERVE.

IT IS INTENDED TO DEDICATE BUSH PLACE, SILVEREVE CIRCUIT, BELLMINER ST, LANITANA PLACE, CENTELLA ST, BRUSHTAIL ST & PAPERBARK DRIVE TO THE PUBLIC AS PUBLIC ROAD.

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

1. EASEMENT FOR DRAINAGE OF WATER 1 WIDE & VARIABLE. (A)

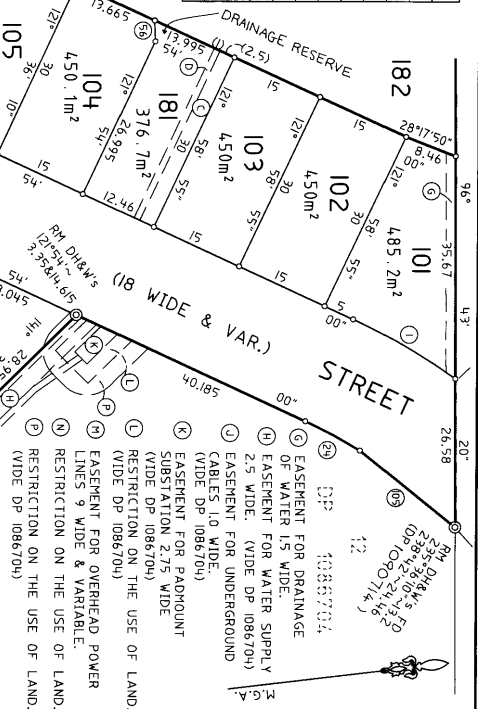
2. RIGHT OF ACCESS 2.5 WIDE. (B)

3. EASEMENT FOR WATER SUPPLY 2.5 WIDE. (C)

4. EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE. (D)



No.	BEARING	DISTANCE	ARC	RADIUS
1	37°15'00"	18.745	18.775	94.5
2	25°40'35"	14.3	15.675	10.65
3	113°04'25"	14.055	14.065	127.5
4	106°33'25"	14.93	14.94	127.5
5	99°55'10"	14.595	14.595	127.5
6	96°38'25"	0.195	—	—
7	51°38'25"	7.07	—	—
8	51°38'25"	7.07	—	—
9	141°38'30"	7.07	—	—
10	6°38'25"	2.5	—	—
11	6°38'25"	2.5	—	—
12	51°38'30"	7.07	—	—
13	100°31'00"	15.21	15.22	12.5
14	106°36'15"	8.165	8.69	12.5
15	120°50'50"	8.775	8.84	21.05
16	138°24'35"	2.595	2.595	21.05
17	158°05'15"	2.085	2.12	3.35
18	34°38'40"	10.45	10.535	23.95
19	315°56'40"	12.095	12.24	22.795



No.	BEARING	DISTANCE	ARC	RADIUS
31	134°29'45"	13.99	14.005	89.045
32	139°49'35"	2.56	2.56	89.045
33	142°41'00"	13.765	13.37	160
34	148°27'25"	18.685	18.695	160
35	154°47'40"	16.69	16.695	160
36	160°43'45"	16.44	16.45	160
37	167°00'50"	18.645	18.655	160
38	172°16'05"	10.69	10.69	160
39	225°25'20"	12.86	14.75	8.25
40	166°46'30"	8.36	8.36	69
41	162°46'30"	4.83	4.835	151.875
42	158°33'15"	14.005	14.01	151.875
43	153°02'25"	14.505	14.51	151.875
44	147°42'45"	14.435	14.44	151.875
45	142°33'45"	12.86	12.865	151.875
46	135°32'25"	24.34	24.365	151.875
47	35°25'20"	14.28	15.54	11
48	76°58'00"	4.36	4.39	12
49	128°25'50"	11.5	12.16	8.5
50	177°26'30"	3.5	—	—
51	149°49'10"	13.42	13.685	20
52	130°19'00"	9.755	—	—
53	135°18'55"	18.305	18.335	99.045
54	157°16'10"	9.905	100.46	170
55	177°42'05"	12.8	12.805	115
56	95°33'15"	3.355	—	—
57	168°47'05"	7.885	7.89	51
58	117°32'45"	10.06	10.07	69
105	52°06'40"	20.655	—	—

**DP1086706**

Registered 21/10/05

This is sheet 2 of my plan in 3 sheets dated 21/10/05

Sinover registered under the Surveying Act 2002.

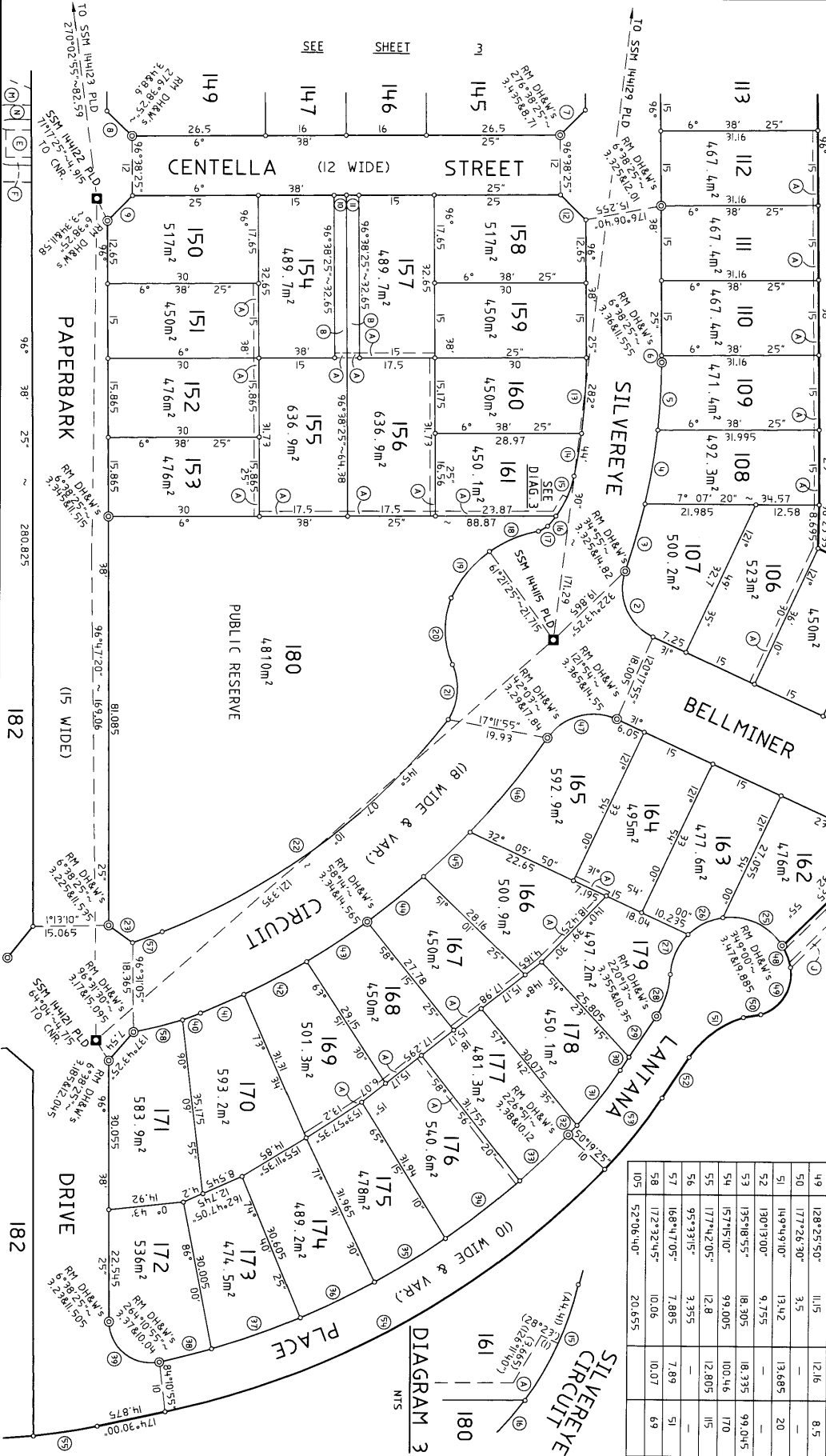
This is sheet 2 of the plan of 3 sheets covered by subdivision Certificate No. 1142 of S. 2. 2. 05

Authorised Person/General Manager/Deputed Officer

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

CONT'D. FROM SHEET ONE

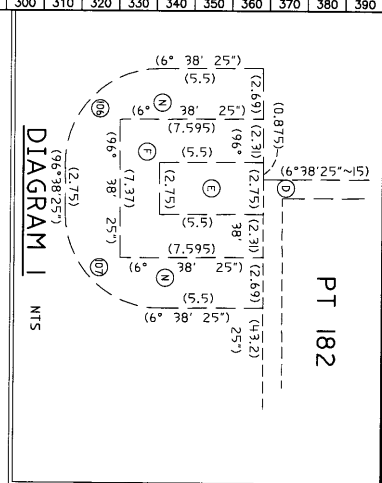
1. EASEMENT FOR PADMOUNT/ELECTRICAL SUBSTATION 2.75 WIDE. (E)  
 2. RESTRICTION ON THE USE OF LAND. (F)  
 3. RESTRICTION ON THE USE OF LAND. (G)  
 4. RESTRICTION ON THE USE OF LAND. (H)  
 5. RESTRICTION ON THE USE OF LAND. (I)  
 6. RESTRICTION ON THE USE OF LAND. (J)  
 7. RESTRICTION ON THE USE OF LAND. (K)  
 8. RESTRICTION ON THE USE OF LAND. (L)  
 9. RESTRICTION ON THE USE OF LAND. (M)  
 10. RESTRICTION ON THE USE OF LAND. (N)  
 11. POSITIVE COVENANT  
 12. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.  
 13. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE.  
 14. RESTRICTION ON THE USE OF LAND.  
 15. RESTRICTION ON THE USE OF LAND.



**DIAGRAM 3**

Reduction Ratio: 1: 600

SINOVER'S REFERENCE: 75899.01.L0212/31A

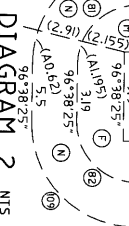
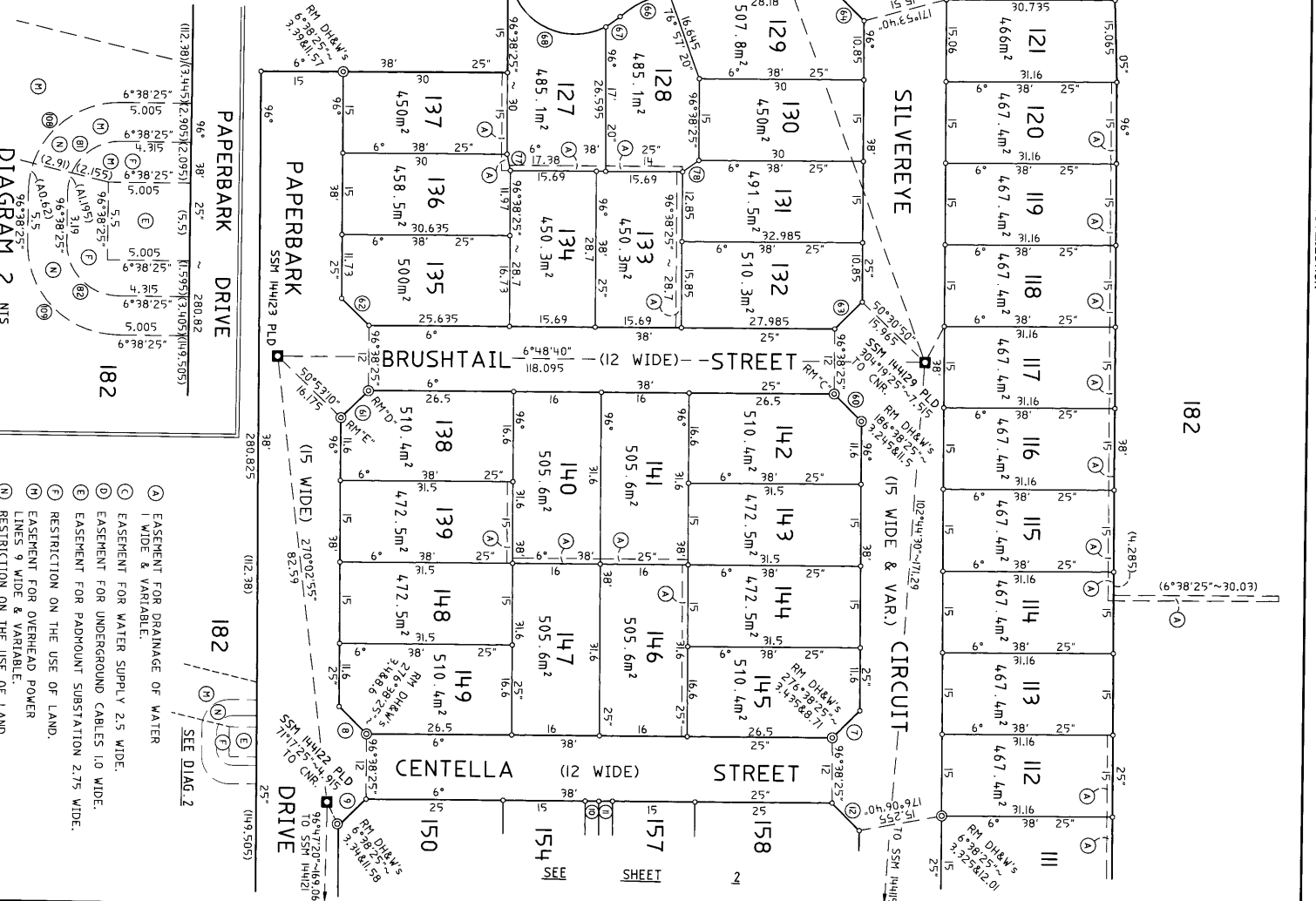


No.	BEARING	DISTANCE	DESCRIPTION
A	276°38'25"	3.57 & 10.425	DH&W'S
B	236°59'30"	3.515 & 19.96	DH&W'S
C	96°38'25"	3.27 & 8.62	DH&W'S
D	96°38'25"	3.39 & 8.515	DH&W'S
E	6°38'25"	3.38 & 11.56	DH&W'S

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
7	141°38'25"	7.07	—	—
8	51°38'25"	7.07	—	—
9	141°38'30"	7.07	—	—
10	6°38'25"	2.5	—	—
11	6°38'25"	2.5	—	—
12	51°38'30"	7.07	—	—
13	51°38'25"	7.07	—	—
14	141°38'30"	7.07	—	—
15	141°38'25"	7.07	—	—
16	2°24'45"	2.435	—	—
17	340°41'5"	9.92	—	—
18	150°55'05"	3.225	—	—
19	207°30'10"	18.075	—	—
20	286°27'10"	12.03	—	—
21	345°29'45"	11.62	—	—

No.	BEARING	DISTANCE	ARC	RADIUS
71	2°59'45"	3.98	4	12
72	212°23'40"	1.255	1.255	16.5
73	195°25'05"	7.87	7.95	16.5
74	4°02'25"	7.205	7.205	106.755
75	6°14'35"	—	—	106.755
76	141°38'25"	7.07	—	—
77	84°41'30"	3.095	—	—
78	150°52'30"	3.68	—	—
79	46°32'25"	5.475	—	—
80	6°38'25"	0.965	—	—
81	141°38'25"	4.245	4.71	3.0
82	51°38'25"	4.245	4.71	3.0
83	51°38'25"	7.07	7.855	5
84	51°38'25"	7.07	7.855	5
85	51°38'25"	7.07	7.855	5
86	51°38'25"	7.07	7.855	5
87	51°38'25"	7.07	7.855	5
88	51°38'25"	7.07	7.855	5
89	51°38'25"	7.07	7.855	5
90	51°38'25"	7.07	7.855	5



- (A) EASEMENT FOR DRAINAGE OF WATER
- (B) EASEMENT FOR WATER SUPPLY 2.5 WIDE.
- (C) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE.
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE.
- (E) RESTRICTION ON THE USE OF LAND.
- (F) EASEMENT FOR OVERHEAD POWER
- (G) EASEMENT 9 WIDE & VARIABLE.
- (H) RESTRICTION ON THE USE OF LAND.

DP1086706

Registered 7-2-2006

This is sheet 3 of my plan in 3 sheets.  
 dated 24/10/05

Sirregor registered under the Surveying Act 2002.

This is sheet 3 of the plan of 3 sheets covered by subdivision Certificate No. 10000 of 15/12/05

Authorised Person/Case Manager/Assessment Officer  
 For use where space is insufficient in any panel on Plan Form 2

# DP270508

## COVER SHEET FOR SECTION 88B INSTRUMENT

\*\*\*\*\*  
**ATTENTION**  
\*\*\*\*\*

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

<b>Document Number</b>	<b>Plan/Instrument Registration Date</b>	<b>Number of Sheets in Plan</b>	<b>Number of Sheets in Section 88B Instrument</b>
Document 1	21-12-2006	11	15
Document 2	4-5-2007	4	7
Document 3	4-5-2007	5	5
Document 4	9-5-2008	2	6
Document 5	22-9-2008	2	4
Document 6	8-12-2008	3	7

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED  
(INCLUDING COVER SHEET)

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

(Sheet 1 of 15 sheets)

Plan: **DP270508**

Plan of Subdivision of Lot 501 in DP 1103265 covered by Subdivision Certificate No 11780 by 8th November 2006

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Access and Maintenance 0.9 wide (A)	2 12 15 22 13 14 23	23 13 14 23 12 15 22
2.	Easement for Overhang 0.9 wide (B)	1 2 12 15 22 13 23	12, 13, 14 & 15 23 13 14 23 12 22
3.	Easement for Drainage of Water 1.5 wide and variable (C)	2 3 4 5 6 7 8 9 10 11 16	3, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22 & 23 2, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22 & 23 5, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22 & 23 4 7 6 9 8 11 10 17

.....  
 Authorised Officer of Blacktown City Council

.....  
 Edgewood Community Plan Instrument

3930510v8

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

(Sheet 2 of 15 sheets)

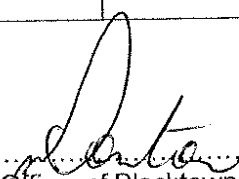
Plan: **DP270508**


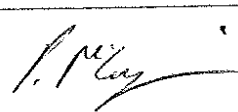
Subdivision of Lot 501 in DP 1103265  
 covered by Subdivision Certificate No 11780  
 by 8th November 2006

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		17 18 19 20 21 22 23	10, 16 9, 10, 16, 17 & 19 8, 9, 10, 16, 17, 18 7, 8, 9, 10, 16, 17, 18, 19 & 21 7, 8, 9, 10, 16, 17, 18, 19 & 20 7, 8, 9, 10, 16, 17, 18, 19, 20 & 21 7, 8, 9, 10, 16, 17, 18, 19, 20, 21 & 22
4.	Easement for Drainage of Water variable width (D)	1	Blacktown City Council
5.	Easement for Water Supply Purposes 2.5 wide (E)	1, 28 & 29	Sydney Water Corporation
6.	Easement for Services 1 wide and variable (F)	1, 4, 5, 6, 7, 8, 9, 10, 11, 25, 26, 27, 28 & 29	Telstra & AGL
7.	Easement for Underground Cables 1 wide and variable (G)	1, 4, 5, 6, 7, 8, 9, 10, 11, 25, 26, 27, 28 & 29	Integral Energy Australia
8.	Easement for Padmount Substation 2.75 wide (H)	1	Integral Energy Australia

  
 .....  
 Authorised Officer of Blacktown City Council

(DOC.1)

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

(Sheet 3 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
 covered by Subdivision Certificate No 11780  
 by 8th November 2006

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9.	Restriction on the Use of Land (J)	1 & 28	Integral Energy Australia
10.	Restriction on the Use of Land (K)	1, 15, 16 & 28	Integral Energy Australia
11.	Right of Carriageway variable width (L)	1	Integral Energy Australia, Telstra & AGL
12.	Easement for Access and Drainage variable width (Q)	1	Sydney Water Corporation
13.	Positive Covenant	1	Sydney Water Corporation
14.	Easement for Support 0.2 wide (R)	2 3 4 5 6 7 8 9 10 11 14 15 16 17 18 19	3 2 5 4 7 6 9 8 11 10 15 14 17 16 19 18

.....  
 Authorised Officer of Blacktown City Council

(DOC.1)

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

(Sheet 4 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		20 21	21 20
15.	Easement for Support 0.2 wide and variable (S)	12 13 22 23	13 12 23 22
16.	Easement for Electrical Services 1 wide (T)	11	1

**Part 2 (Terms)**

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

1.1 The owner of the lot benefited and persons authorised by him may:

- (a) enter the lot burdened;
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the structure and/or dwelling adjacent to this easement;
- (c) remain on the site of this easement for any reasonable time for the said purpose.

1.2 The owner of the lot benefited must:

- (a) cause as little inconvenience to the lot burdened; and
- (b) cause as little damage to the lot burdened; and
- (c) restore as nearly as is practicable the lot burdened to its former condition.

.....  
Authorised Officer of Blacktown City Council

3930510v8  
Edgewood Community Plan Instrument

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

(Sheet 5 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

1.3 The owner of the lot burdened and the owner of the lot benefited:

- (a) must not obstruct the site of the easement; and
- (b) acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of this easement or regarding access under this easement.

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

Blacktown City Council

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

An Easement for Overhang set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

.....  
Authorised Officer of Blacktown City Council

3930510v8  
Edgewood Community Plan Instrument



(DOC.1)

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

(Sheet 6 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

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

Blacktown City Council

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

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed at the Land & Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes numbered 12 in the plan and the Positive Covenant numbered 13 in the plan.

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

Sydney Water Corporation

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

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

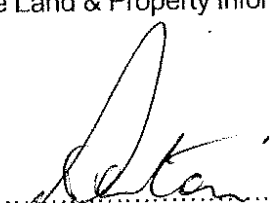
**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.**

Telstra

AGL

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

An Easement for Underground Cables in the terms set out in Memorandum No 9262885 filed at the Land & Property Information New South Wales.

  
.....  
Authorised Officer of Blacktown City Council

    
3930510v8  
Edgewood Community Plan Instrument

(DOC.1)

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

(Sheet 7 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

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

Integral Energy Australia

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

An Easement for Padmount/Electrical Substation in the terms set out in Memorandum No 9262886 filed at the Land & Property Information New South Wales.

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

Integral Energy Australia

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

9.1 Subject to clause 9.2, no building shall be erected or permitted to remain within the restriction site unless:

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

9.2 The fire ratings the subject of clause 9.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

9.3 For the purpose of this easement:

- (a) "**120/120/120 fire rating**" and "**60/60/60 fire rating**" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530;
- (b) "**authority benefited**" means Integral Energy Australia (and its successors);

.....  
Authorised Officer of Blacktown City Council

.....  
3930510v8  
Edgewood Community Plan Instrument

(DOC.1)

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

(Sheet 8 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

- (c) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls;
- (d) **"erect"** includes construct, install, build and maintain;
- (e) **"owner"** means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor);
- (f) **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land up to a maximum height of 6 metres from the level of the substation footing.

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

Integral Energy Australia

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

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

10.2 For the purpose of this easement:


- (a) **"erect"** includes construct, install, build and maintain;
- (b) **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

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

Integral Energy Australia

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

A Right of Carriageway set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

  
.....  
Authorised Officer of Blacktown City Council

    
3930510v8  
Edgewood Community Plan Instrument

(DOC.1)

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

(Sheet 9 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.**

Integral Energy Australia

Telstra

AGL

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

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed at the Land & Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 5 in the plan and the Positive Covenant numbered 13 in the plan.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.**

Sydney Water Corporation

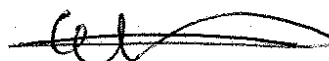
**13. Terms of easement, profit á prendre, restriction, or positive covenant numbered 13 in the plan.**


A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed at the Land & Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 5 in the plan and the Easement for Access and Drainage numbered 12 in the plan.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.**

Sydney Water Corporation



  
.....  
Authorised Officer of Blacktown City Council

(DOC.1)

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

(Sheet 10 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**14. Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan.**

14.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

14.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

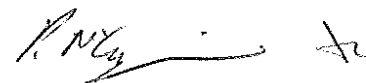
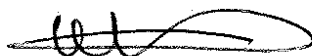
14.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

14.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that Blacktown City Council will not be a party to the dispute resolution arising from this easement for support. Any dispute is to be resolved by the owner of the lot benefited and burdened in a court of appropriate jurisdiction.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.**

Blacktown City Council



  
.....  
Authorised Officer of Blacktown City Council

(DOC.1)

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

(Sheet 11 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**15. Terms of easement, profit á prendre, restriction, or positive covenant numbered 15 in the plan.**

15.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

15.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

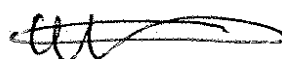
15.3 In exercising powers, the owner of the lot benefited:


- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

15.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that Blacktown City Council will not be a party to the dispute resolution arising from this easement for support. Any dispute is to be resolved by the owner of the lot benefited and burdened in a court of appropriate jurisdiction.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.**

Blacktown City Council



  
.....  
Authorised Officer of Blacktown City Council

(DOC.1)

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

(Sheet 12 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**16. Terms of easement, profit á prendre, restriction, or positive covenant numbered 16 in the plan.**

16.1 The owner of the lot benefited may use the lot burdened, but only within the site of the easement to provide electricity services to or from the lot benefited.

16.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited may:

- (a) after giving reasonable notice, enter the lot burdened (and at any time without notice in the case of emergency) and remain on the lot burdened for a reasonable time;
- (b) take anything on to the lot burdened including tools, implements and machinery; and
- (c) do anything reasonably necessary for the purpose of constructing, placing, repairing and maintaining the meter and associated wires, cables, conduits, structures an equipment located in the site of the easement.

16.3 In exercising those powers, the owner of the lot benefited must:

- (a) cause as little inconvenience to the owner or the occupier of the lot burdened;
- (b) cause as little damage as possible to the lot burdened; and
- (c) restore as nearly as is practicable the lot burdened to its former condition.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.**

Blacktown City Council

  
.....  
Authorised Officer of Blacktown City Council





(DOC.1)

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

(Sheet 13 of 15 sheets)

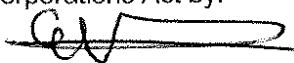
Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Executed by **CSR Building Products Limited** by  
authority of ~~the directors under s127 of the~~  
~~Corporations Act by:~~



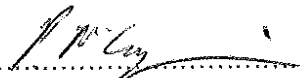
.....  
Authorised Person

*Attorney*

.....  
Capacity

EDWIN ANTHONY SMITH

.....  
Name of Authorised Person



.....  
Authorised Person

*Attorney*

.....  
Capacity

PETER MARK MCGUIGAN

.....  
Name of Authorised Person

CSR BUILDING PRODUCTS LIMITED  
by its Attorneys who state that at the  
date of their execution hereof they  
have had no notice of the revocation  
of the Power of Attorney dated  
5 December 2003 and Registered  
No. *BOOK 4418 No. 245*  
under the authority of which they  
have executed this instrument.



.....  
Authorised Officer of Blacktown City Council



(DOC.1)

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

(Sheet 14 of 15 sheets)

Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by 8th November 2006

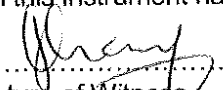
**Full name and address  
of the owner of the land:**

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Signed by ~~Sydney Water Corporation~~ by its  
Attorneys **JEFFREY FRANCIS COLENSO**

**ROSS ROHARD WYNN**

who hereby state at the time of executing this  
instrument that no notice of revocation of the  
Power of Attorney Registered No. 323  
Book 4465 under the Authority of  
which this instrument has been executed:

  
.....  
Signature of Witness

**JESIE CHANG**  
.....

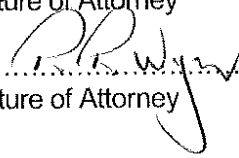
Name of Witness

**115 BATHURST ST, SYDNEY**  
.....

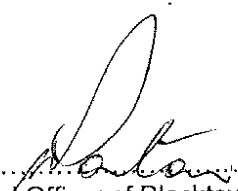
Address of Witness

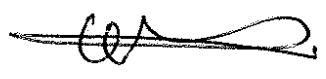
  
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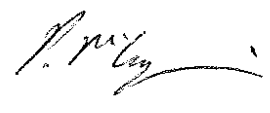
Signature of Attorney

  
.....

Signature of Attorney


  
.....  
Authorised Officer of Blacktown City Council





(DOC.1)

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

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(Sheet 13 of 13 sheets) 

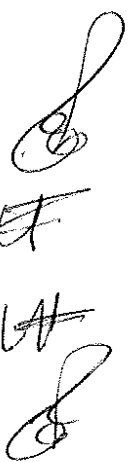
Plan: **DP270508**

Subdivision of Lot 501 in DP 1103265  
covered by Subdivision Certificate No 11780  
by B+H November 2006

Full name and address  
of the owner of the land:

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Signed on behalf of **Integral Energy Australia**  
by its Attorney pursuant to Power of Attorney  
Book 4488 No 850 in the presence of:



Signature of Witness




Name of Witness

Louise Fabrello

c/-Integral Energy  
51 Huntingwood Drive Huntingwood 2148

Address of Witness

  
Signature of Attorney  
Name: GEOFFREY RIETHMULLER  
Position: NETWORK PROPERTY MGR  
31-8-06  
URS 7622

REGISTERED  21.12.2006

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

(Sheet 1 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833

by 15.1.01

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Access and Maintenance 0.9 wide (A)	31 32 39 41 25/DP270508 25/DP270508	32 31 40 40 31 41
2.	Easement for Overhang 0.9 wide (B)	31 32 39 25/DP270508 25/DP270508	32 31 40 31 41
3.	Easement for Drainage of Water 1.5 wide (C)	31  41	32, 33, 34, 35, 36, 37, 38, 39, 41 & 25/DP270508  25/DP270508
4.	Easement for Drainage of Water 1 wide (D)	25/DP270508 39 38 37 36 35 34	41 41 39 & 41 38, 39 & 41 37, 38, 39, & 41 36, 37, 38, 39 & 41 35, 36, 37, 38, 39 & 41

Authorised Officer of Blacktown City Council

Comm Plan Subdn (lots 31-41)

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

(Sheet 2 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No ~~11833~~ by ~~15.11.07~~

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		33 32 31	34, 35, 36, 37, 38, 39 & 41 33, 34, 35, 36, 37, 38, 39 & 41 32, 33, 34, 35, 36, 37, 38, 39 & 41
5.	Easement for Support 0.2 wide (E)	33 34 35 36 37 38 40 41	34 33 36 35 38 37 41 40
6.	Easement for Support 0.2 wide and variable (F)	31 32	32 31


**Part 2 (Terms)**

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

1.1 The owner of the lot benefited and persons authorised by him may:

- (a) enter the lot burdened but only within the site of this easement;
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the structure and/or dwelling adjacent to this easement;

  
 .....  
 Authorised Officer of Blacktown City Council

  
 .....  
 CSR Building Products Limited

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

(Sheet 3 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833 by 15.1.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

(c) remain on the site of this easement for any reasonable time for the said purpose.

1.2 The owner of the lot benefited must:

- (a) cause as little inconvenience to the lot burdened; and
- (b) cause as little damage to the lot burdened; and
- (c) restore as nearly as is practicable the lot burdened to its former condition.

1.3 The owner of the lot burdened and the owner of the lot benefited:

- (a) must not obstruct the site of the easement; and
- (b) acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of this easement or regarding access under this easement.

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

Blacktown City Council

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

An Easement for Overhang set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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



Authorised Officer of Blacktown City Council



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

(Sheet 4 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833 by 15.1.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

5.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

5.2 The owner of the lot burdened must:

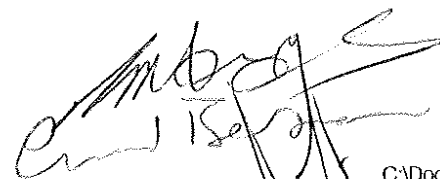
- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

5.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and



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

(Sheet 5 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833 by 15.11.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

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

Blacktown City Council

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

6.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

6.2 The owner of the lot burdened must:

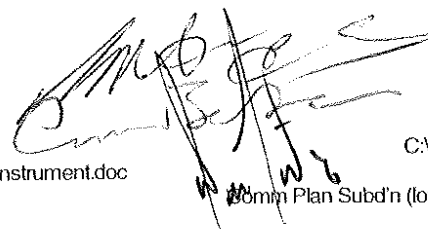
- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

6.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and



Authorised Officer of Blacktown City Council



C:\Docume

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

(Sheet 6 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833 by 15.1.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

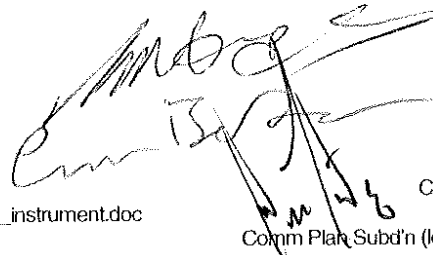
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

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

Blacktown City Council



Authorised Officer of Blacktown City Council



C:\Docume



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

(Sheet 7 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 24 in DP270508 and Easement for Overhang 0.9 wide, Easement for Access & Maintenance 0.9 wide & Easement for Drainage 1 wide over Lot 25 DP270508 covered by Subdivision Certificate No 11833 by 15.1.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Executed by **CSR Building Products Limited** by authority of the directors under s127 of the Corporations Act by

.....  
Authorised Person

.....  
Authorised Person

.....  
Capacity

.....  
Capacity

.....  
Name of Authorised Person

.....  
Name of Authorised Person

CSR BUILDING PRODUCTS LIMITED by its Attorneys who state that at the date of their execution hereof they have had no notice of the revocation of the Power of Attorney dated 5 December 2003 and Registered No. Book 448 No. 245 under the authority of which they have executed this instrument.

GRAHAM JOHN HUGHES

CHRISTOPHER JOHN BERTUCH

Witness

Name : Warren Duarte  
Address : CSR Ltd  
9 Help St  
Chatswood

BLACKTOWN CITY COUNCIL

*Joseph Portelli*

Joseph Portelli  
Manager Development Services

.....  
Authorised Officer of Blacktown City Council

REGISTERED



4-5-2007

(Document 3) ePlan

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

(Sheet 1 of 5 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 25 & 26 in DP 270508  
 covered by Subdivision Certificate No 11842  
 of 31.1.07

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Drainage of Water 1.5 wide	42 44 45 46 47 48 49 50 51 52 66 67 68 69 70 71 72 82	43 42, 43 42, 43, 44 42, 43, 44, 45 42, 43, 44, 45, 46 42, 43, 44, 45, 46, 47 42, 43, 44, 45, 46, 47, 48 42, 43, 44, 45, 46, 47, 48, 49 42, 43, 44, 45, 46, 47, 48, 49, 50 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 65 65, 66 65, 66, 67 65, 66, 67, 68 65, 66, 67, 68, 69 65, 66, 67, 68, 69, 70 65, 66, 67, 68, 69, 70, 71 83
2.	Easement for Support 0.2 wide	42 43 45 46 47 48 49 50	43 42 46 45 48 47 50 49

.....  
 Authorised Officer of Blacktown City Council

4175931v2  
 Comm Plan Subd'n of Lots 25 & 26

(Document 3) ePlan

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

(Sheet 2 of 5 sheets)

Plan: **DP270508**

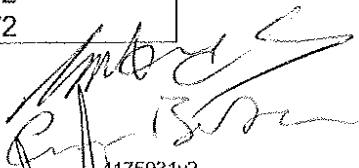
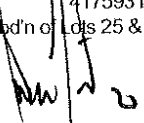
Plan of Subdivision of Lots 25 & 26 in DP 270508  
 covered by Subdivision Certificate No 11342  
 of 31.1.07

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		51	52
		52	51
		53	54
		54	53
		55	56
		56	55
		57	58
		58	57
		59	60
		60	59
		61	62
		62	61
		63	64
		64	63
		65	66
		66	65
		67	68
		68	67
		69	70
		70	69
		71	72
		72	71
		73	74
		74	73
		75	76
		76	75
		77	78
		78	77
		79	80
		80	79
		82	83
		83	82
3.	Easement for Drainage of Water 1 wide	51 71	52 72

  
 .....  
 Authorised Officer of Blacktown City Council

  
 4175931v2  
 Plan Subd'n of Lots 25 & 26  


(Document 3) ePlan

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

(Sheet 3 of 5 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 25 & 26 in DP 270508  
covered by Subdivision Certificate No ~~11842~~  
~~of 31.1.07~~

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**Part 2 (Terms)**

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

2.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

2.2 The owner of the lot burdened must:

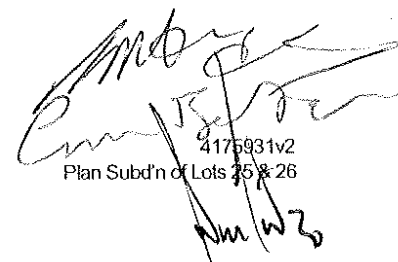
- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

2.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and



.....  
Authorised Officer of Blacktown City Council



4175931v2  
Plan Subd'n of Lots 25 & 26  
Nm W3

(Document 3) ePlan

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

(Sheet 4 of 5 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 25 & 26 in DP 270508  
covered by Subdivision Certificate No 11842  
of 31.1.07

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

(e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

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

Blacktown City Council

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

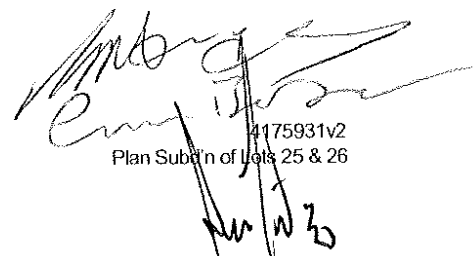
An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council



.....  
Authorised Officer of Blacktown City Council



4175931v2  
Plan Sub'n of Lots 25 & 26

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

(Sheet 5 of 5 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 25 & 26 in DP 270508 covered by Subdivision Certificate No 11842 of 31.1.07

Full name and address of the owner of the land:

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Executed by **CSR Building Products Limited** by authority of the directors under s127 of the Corporations Act 2001

.....  
Authorised person

.....  
Authorised person

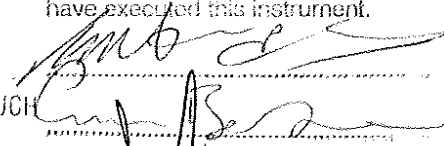
.....  
Capacity


.....  
Capacity

.....  
Name of authorised person

.....  
Name of authorised person  
CSR BUILDING PRODUCTS LIMITED  
by its Attorneys who state that at the date of their execution hereof they have had no notice of the revocation of the Power of Attorney dated 5 December 2003 and Registered No. Book 4418 No. 245 under the authority of which they have executed this instrument.

GRAHAM JOHN HUGHES  
CHRISTOPHER JOHN BERTUCH



Witness:   
Name: Warren Duarte  
Address: 9 Help Street  
Chatswood

BLACKTOWN CITY COUNCIL

  
.....  
Judith Portelli  
Manager Development Services

.....  
Authorised Officer of Blacktown City Council

REGISTERED  4-5-2007

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

(Sheet 1 of 6 sheets)

Plan: **DP270508**

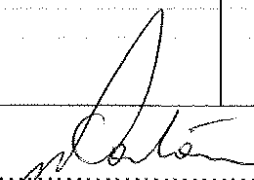
Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water 1.5 wide over Lot 28 in DP270508 covered by Subdivision Certificate No 12038 of 18.3.08

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Drainage of Water 1.5 wide	84 86 87 88 89 90 91 92  93  94  101 100 99 98 97 28/270508 104	85 84, 85 84, 85, 86 84, 85, 86, 87 84, 85, 86, 87, 88 84, 85, 86, 87, 88, 89 84, 85, 86, 87, 88, 89, 90 84, 85, 86, 87, 88, 89, 90, 91 84, 85, 86, 87, 88, 89, 90, 91, 92 84, 85, 86, 87, 88, 89, 90, 91, 92, 93 102 101, 102 100, 101, 102 99, 100, 101, 102 98, 99, 100, 101, 102 97, 98, 99, 100, 101, 102 28/270508
2.	Easement for Support 0.2 wide	84 85 87 88 89 90 91	85 84 88 87 90 89 92

  
 Authorised Officer of Blacktown City Council  
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**Instrument setting out Terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 6 sheets)

Plan: **DP270508**

Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water 1.5 wide over Lot 28 in DP270508 covered by Subdivision Certificate No *12038 of 18.3.08*

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		92 93 94 95 96 97 98 99 100 101 102 103 104	91 94 93 96 95 98 97 100 99 102 101 104 103
3.	Easement for Services variable width	89, 90, 98, 99	Telstra Corporation/AGL

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for overhead power lines 9 wide & variable (DP1086706)	27/270508	Integral Energy Australia

**Part 2 (Terms)**

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

.....  
 Authorised Officer of Blacktown City Council

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

(Sheet 3 of 6 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water 1.5 wide over Lot 28 in DP270508 covered by Subdivision Certificate No 12038 of 18.3.08

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

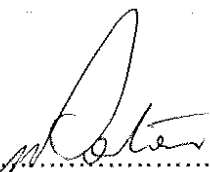
2.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

2.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

2.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.



Authorised Officer of Blacktown City Council

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

(Sheet 4 of 6 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water 1.5 wide over Lot 28 in DP270508 covered by Subdivision Certificate No ~~12033 of 18.3.08~~

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

- 2.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of the easement or regarding access under this easement.

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

Blacktown City Council

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

An Easement for Services set out in Part 9 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created.

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

Telstra Corporation and AGL



Authorised Officer of Blacktown City Council

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

(Sheet 5 of 6 sheets)

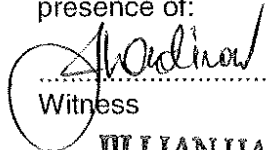
Plan: **DP270508**

Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water 1.5 wide over Lot 28 in DP270508 covered by Subdivision Certificate No 12033 of 19308

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

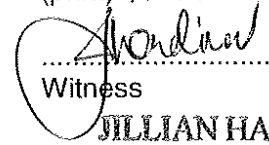
Executed by CSR Building Products )  
 ~~Pty~~ Limited by the party's attorney )  
pursuant to power of attorney )  
registered Book 4534..... )  
No 795..... who states that no )  
notice of revocation of the power of )  
attorney has been received in the )  
presence of:

  
.....  
Witness

JILLIAN HARDIMAN

Name of Witness (print)

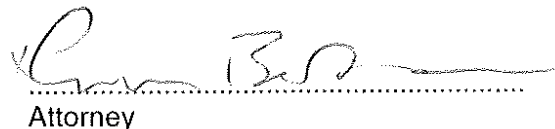
9 Help Street, Chatswood  
.....  
Address and Occupation of Witness  
(print) Assistant to company secretary

  
.....  
Witness

JILLIAN HARDIMAN

Name of Witness (print)

9 Help Street, Chatswood  
.....  
Address and Occupation of Witness  
(print) Assistant to company secretary

  
.....  
Attorney

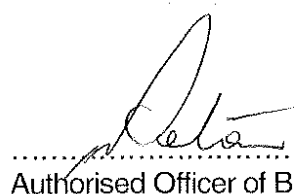
CHRISTOPHER JOHN BERTUGH

Name of Attorney (print)

  
.....  
Attorney

MARTIN HUGH FOREMAN

Name of Attorney (print)

  
.....  
Authorised Officer of Blacktown City Council  
\\Lhdoc\jobs\70thousands\75899.5\Correspondence\88B\stage 6\sub27 88b.doc

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

(Sheet 6 of 6 sheets)

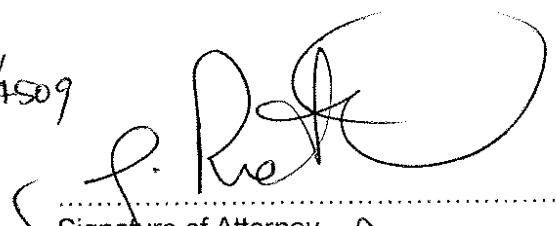
Plan: 270508

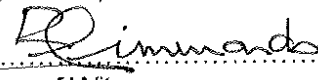
Plan of Subdivision of Lot 27 in DP270508 and easement for drainage of water of Lot 28 in DP270508 covered by Subdivision Certificate No 12038 of 18.3.08

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Signed on behalf of **Integral Energy Australia** by its Attorney pursuant to Power of Attorney Book 4509 No 838 in the presence of:

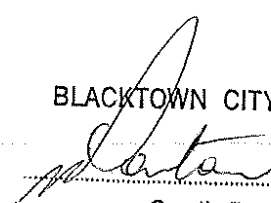


  
Signature of Witness

Signature of Attorney  
Name: **GEOFFREY RIETHMULLER**  
Position: **NETWORK PROPERTY MGR**  
**URS 8030**

**Ray Simmonds**  
Name of Witness

c/-Integral Energy  
51 Huntingwood Drive Huntingford 2148  
Address of Witness

  
**BLACKTOWN CITY COUNCIL**  
Gareth Ponton  
Manager Development Services

REGISTERED  9.5.2008

Authorised Officer of Blacktown City Council

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

(Sheet 1 of 4 sheets)

**Plan: DP270508**

Plan of Subdivision of Lot 28 in DP270508 and Easement for Drainage of Water in Lot 29 in DP270508 covered by Subdivision Certificate No *12125* dated *27.8.08* 2008

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Drainage of Water 1.5 wide	105 107 108  109  110  111  112  114 121 120 119 118 117 116  115  29/270508	106 105, 106, 104/270508 105, 106, 107, 104/270508 105, 106, 107, 108, 104/270508 105, 106, 107, 108, 109, 104/270508 105, 106, 107, 108, 109, 110, 104/270508 105, 106, 107, 108, 109, 110, 104/270508 110, 111, 104/270508 113 122 121, 122 120, 121, 122 119, 120, 121, 122 118, 119, 120, 121, 122 117, 118, 119, 120, 121, 122 116, 117, 118, 119, 120, 121, 122 115, 116, 117, 118, 119, 120, 121, 122
2.	Easement for Support 0.2 wide	105 106 107	106 105 108

  
 Authorised Officer of Blacktown City Council

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

(Sheet 2 of 4 sheets)

Plan: **DP270508**

Plan of Subdivision of Lot 28 in DP270508 and Easement for Drainage of Water in Lot 29 in DP270508 covered by Subdivision Certificate No *12125* dated *27.8.08* 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		108	107
		109	110
		110	109
		111	112
		112	111
		113	114
		114	113
		115	116
		116	115
		117	118
		118	117
		119	120
		120	119
		121	122
		122	121
		123	124
		124	123

**Part 2 (Terms)**

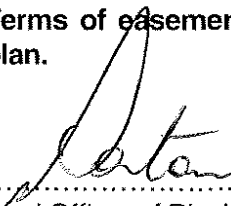
1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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



.....  
Authorised Officer of Blacktown City Council

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

(Sheet 3 of 4 sheets)

Plan: **DP270508**

Plan of Subdivision of Lot 28 in DP270508 and  
Easement for Drainage of Water in Lot 29 in  
DP270508 covered by Subdivision Certificate No *12125*  
dated *27.8.08* 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

- 2.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.
- 2.2 The owner of the lot burdened must:
- (a) not do anything which will detract from the support for the lot benefited; and
  - (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.
- 2.3 In exercising powers, the owner of the lot benefited:
- (a) must ensure that all work is done properly; and
  - (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
  - (c) restore the lot burdened as nearly as is practicable to its former condition; and
  - (d) make good any collateral damage; and
  - (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.
- 2.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of this easement or regarding access under this easement.

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

Blacktown City Council



.....  
Authorised Officer of Blacktown City Council

(Doc.5)

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

(Sheet 4 of 4 sheets)

Plan: **DP270508**

Plan of Subdivision of Lot 28 in DP270508 and Easement for Drainage of Water in Lot 29 in DP270508 covered by Subdivision Certificate No *12125* dated *27.8.08* 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

Executed by CSR Building Products Limited by the party's attorney pursuant to power of attorney registered Book *4534* dated *23 October 2007* No *795* who states that no notice of revocation of the power of attorney has been received in the presence of:

*Parfait*  
.....  
Witness

*[Signature]*  
.....  
Attorney

*Christine Parfait*  
.....  
Name of Witness (print)  
*Executive Assistant*  
*14, 9 Help Street, Chatswood*  
Address and Occupation of Witness (print)

*CARREN JOHN TIMMS*  
.....  
Name of Attorney (print)

*Parfait*  
.....  
Witness

*[Signature]*  
.....  
Attorney  
*PETER MARK MCGUIGAN*

*CHRISTINE PARFAIT*  
.....  
Name of Witness (print)  
*14, 9 HELP STREET, CHATSWOOD*  
Address and Occupation of Witness (print)

.....  
Name of Attorney (print)

BLACKTOWN CITY COUNCIL

*[Signature]*  
.....  
Gareth Ponton

.....  
Manager, Development Services  
Authorised Officer of Blacktown City Council

REGISTERED  22.9.2008



e-plan (DOC.6)

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

(Sheet 1 of 7 sheets)

Plan: **DP270508**

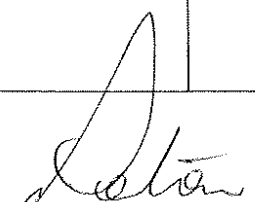
Plan of Subdivision of Lots 29 & 30 in DP270508  
 covered by Subdivision Certificate No 12143  
 dated 24th October 2008

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Drainage of Water 2 wide	139 136 153	140-142 inclusive & 149 137, 138 & 154 136-138 inclusive & 154
2.	Easement for Drainage of Water 1.5 wide	128 129 130 131 132 133 134 137 136 141 140 144 145 147 148 149 150 151 152 153  154	127 127 & 128 127-129 inclusive 127-130 inclusive 127-131 inclusive 127-132 inclusive 127-133 inclusive 138 137 & 138 142 141, 142 & 149 143 143, 144 & 146 143-146 inclusive 143-147 inclusive 143-148 inclusive 143-149 inclusive 152 151 136-138 inclusive, 151, 152 & 154 136-138 inclusive & 151-153 inclusive

  
 .....  
 Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 2 of 7 sheets)

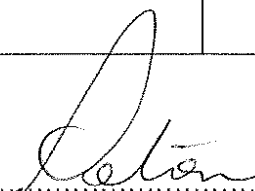
Plan: **DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508  
 covered by Subdivision Certificate No 12143  
 dated 24th October 2008

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3.	Easement for Drainage of Water variable width	139 140 145	140-142 inclusive & 149 149 146
4.	Easement for Support 0.2 wide	125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154	126 125 128 127 130 129 132 131 134 133 136 135 138 137 140 139 142 141 144 143 146 145 148 147 150 149 152 151 154 153

  
 .....  
 Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 3 of 7 sheets)

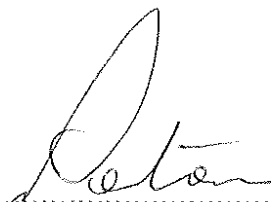
**Plan: DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508  
 covered by Subdivision Certificate No 12143  
 dated 24th October 2008

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

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3  
 9 Help Street  
 Chatswood NSW 2067

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5.	Easement for Overhang 0.9 wide	135 136 153 138 152 151 139 140 149 150 145 146 147 154	154 154 154 152 151 152 149 & 140 149 150 149 146 145 146 153
6.	Easement for Access and Maintenance 0.9 wide	135 136 138 139 140 145 147 146 149 150 151 152 153 154	154 154 152 149 & 140 149 146 146 145 150 149 152 151 154 153

  
 .....  
 Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 4 of 7 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508  
covered by Subdivision Certificate No 12143  
dated 24th October 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

### Part 2 (Terms)

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

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

- 4.1 The owner of the lot burdened grants to the owner of the lot benefited the right for the lot benefited to be supported by the lot burdened to the extent that the lot benefited derives support from the improvements on the lot burdened.

  
.....  
Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 5 of 7 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508  
covered by Subdivision Certificate No 12143  
dated 24th October 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

4.2 The owner of the lot burdened must:

- (a) not do anything which will detract from the support for the lot benefited; and
- (b) allow the owner of the lot benefited to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any work necessary to ensure the support of the lot benefited is maintained.

4.3 In exercising powers, the owner of the lot benefited:

- (a) must ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (c) restore the lot burdened as nearly as is practicable to its former condition; and
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

4.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of this easement or regarding access under this easement.

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

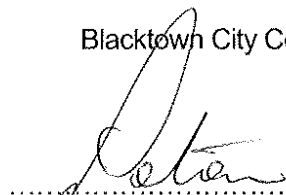
Blacktown City Council

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

An Easement for Overhang set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Blacktown City Council

  
.....  
Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 6 of 7 sheets)

**Plan: DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508  
covered by Subdivision Certificate No 12143  
dated 24th October 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

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

6.1 The owner of the lot benefited and persons authorised by him may:

- (a) enter the lot burdened but only within the site of this easement;
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the structure and/or dwelling adjacent to this easement;
- (c) remain on the site of this easement for any reasonable time for the said purpose.

6.2 The owner of the lot benefited must:

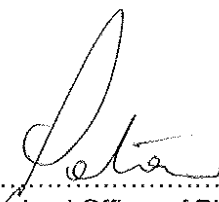
- (a) cause as little inconvenience to the lot burdened; and
- (b) cause as little damage to the lot burdened; and
- (c) restore as nearly as is practicable the lot burdened to its former condition.

6.3 The owner of the lot burdened and the owner of the lot benefited:

- (a) must not obstruct the site of the easement; and
- (b) acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to works required to be undertaken within the site of this easement or regarding access under this easement.

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

Blacktown City Council



.....  
Authorised Officer of Blacktown City Council

e-plan (DOC.6)

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

(Sheet 7 of 7 sheets)

Plan: **DP270508**

Plan of Subdivision of Lots 29 & 30 in DP270508 covered by Subdivision Certificate No 12143 dated 24th October 2008

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

CSR Building Products Limited  
ACN 008 631 356  
Level 3  
9 Help Street  
Chatswood NSW 2067

**Executed by CSR Building Products Limited** by the party's attorney pursuant to power of attorney registered Book ...4534... No .....795..... who states that no notice of revocation of the power of attorney has been received in the presence of:

*[Signature]*  
Attorney  
**DARREN JOHN TIMMS**

*[Signature]*  
Witness

**CHRISTINE PARSONS**  
Name of Witness (print)

Name of Attorney (print)

9 HELP ST, CHATSWOOD, EXECUTIVE ASSISTANT  
Address and Occupation of Witness (print)

*[Signature]*  
Attorney  
**PETER MARK McGUIGAN**

*[Signature]*  
Witness

**CHRISTINE PARSONS**  
Name of Witness (print)

Name of Attorney (print)

9 HELP ST, CHATSWOOD, EXECUTIVE ASSISTANT  
Address and Occupation of Witness (print)

**BLACKTOWN CITY COUNCIL**  
*[Signature]*  
Gareth Ponton  
Manager Development Services

Authorised Officer of Blacktown City Council

4830966v1  
Comm Plan Subd'n of Lots 29 & 30

**REGISTERED**  **8.12.2008**

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

ⓔ

Lengths are in metres.

(Sheet 1 of 6 sheets)

**DP1086704**

Plan of Subdivision of Lot 1 DP861365 covered by Subdivision Certificate No. ~~11645~~ dated the ~~15~~ day of ~~December~~ 2005.

Full name and address of the Proprietor of the land:

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3, 9 Help Street  
 Chatswood NSW 2067

**PART 1 (CREATION)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
1	Easement for Water Supply 2.5 wide (denoted 'A')	12	Sydney Water Corporation
2	Easement for Underground Cables 1.0 wide (denoted 'B')	11 & 12	Integral Energy Australia
3	Easement for Padmount / Substation 2.75 wide (denoted 'C')	12	Integral Energy Australia
4	Restriction on the Use of Land (denoted 'D')	12	Integral Energy Australia

*[Handwritten signatures]*

3851517/2  
 Approved by Blacktown City Council  
*[Signature]*  
 Authorised Council Officer



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

Lengths are in metres.

(Sheet 2 of 6 sheets)

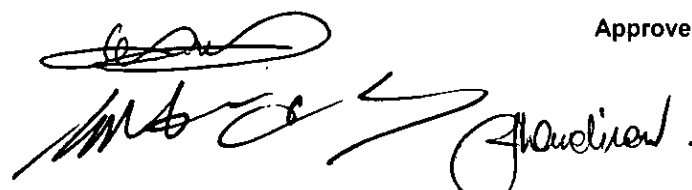
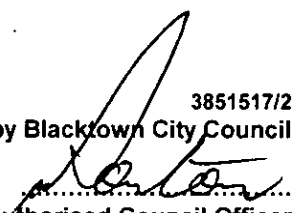
**DP1086704**

Plan of Subdivision of Lot 1 DP861365 covered by Subdivision Certificate No. ~~11645~~ dated the ~~15~~ day of ~~December~~ 2005.

5	Restriction on the Use of Land (denoted 'E')	10 & 12	Integral Energy Australia
---	--	---------	---------------------------

**PART 2 (Terms)**

1. **Terms of Easement for Water Supply 2.5 wide numbered 1 in the plan.**  
As set out in Memorandum No ~~715832B~~ <sup>6 7158329B</sup> filed in the offices of Land & Property Information NSW.
2. **Terms of Easement for Underground Cables 1.0 wide numbered 2 in the plan.**  
As set out in Memorandum No 9262885 filed in the offices of Land & Property Information NSW.
3. **Terms of Easement for Padmount/Electrical Substation 2.75 wide numbered 3 in the plan.**  
As set out in Memorandum No 9262886 filed in the offices of Land & Property Information NSW.
4. **Terms of Restriction on the Use of Land numbered 4 in the plan.**
  - 4.1 No building shall be erected or permitted to remain within the restriction site unless:
    - 4.1.1. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

  
3851517/2  
Approved by Blacktown City Council  
  
Authorised Council Officer

JH 1.6.2007



MEMORANDUM NO. AMENDED IN LPI VIDE 2006/2047 (AC809248)

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

Lengths are in metres.

(Sheet 3 of 6 sheets)

**DP1086704**

Plan of Subdivision of Lot 1 DP861365  
covered by Subdivision Certificate  
No. 11645 dated the 15 day  
of December 2005.

**PART 2 (Terms)**

4.1.2. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/06/60 fire rating.

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

4.2 The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.3 Definitions

4.3.1. "**building**" means a substantial structure with a roof and walls and includes any projections from the external walls

4.3.2. "**erect**" includes construct, install, build and maintain.

4.3.3. "**restriction site**" means that part of the lot burdened subject to the restriction on the use of land up to a maximum height of 6 metres from the level of the substation footing.

4.3.4. "**120/120/120 fire rating**" and "**60/60/60 fire rating**" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

3851517/2  
Approved by Blacktown City Council  
  
Authorised Council Officer

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

Lengths are in metres.

(Sheet 4 of 6 sheets)

**DP1086704**

Plan of Subdivision of Lot 1 DP861365  
covered by Subdivision Certificate  
No. 11645 dated the 15 day  
of December 2005.

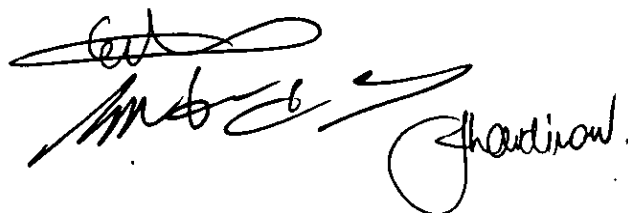
**PART 2 (Terms)**

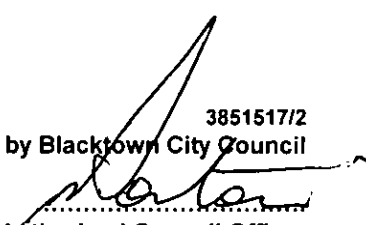
**5. Terms of Restriction on the Use of Land numbered 5 in the plan.**

- 5.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site
- 5.2 Definitions
- 5.2.1. "erect" includes construct, install, build and maintain.
- 5.2.2. "restriction site" means that part of the lot burdened subject to the restriction on the use of land

**Authority empowered to release, vary or modify easements numbered 2 and 3 and Restrictions on the use of land numbered 4 & 5 in the plan.**

Integral Energy Australia



3851517/2  
Approved by Blacktown City Council  
  
Authorised Council Officer

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

Lengths are in metres.

(Sheet 5 of 6 sheets)

**DP1086704**

Plan of Subdivision of Lot 1 DP861365 covered by Subdivision Certificate No. 11645 dated the 15 day of December 2005.

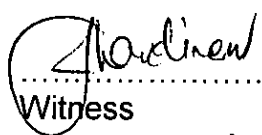
ACN 008 631 356

CSR Building Products Limited by its attorneys who state that at the date of their execution hereof they have had no notice of the revocation of Power of Attorney dated 5 December 2003 Registered Book 4418 No 245 under the authority of which they have executed this instrument



Signature of Attorney  
EDWIN ANTHONY SMITH

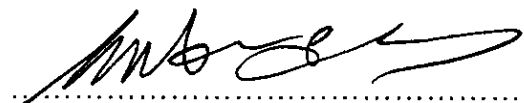
Full Name of Attorney



Witness

Jill Hardiman

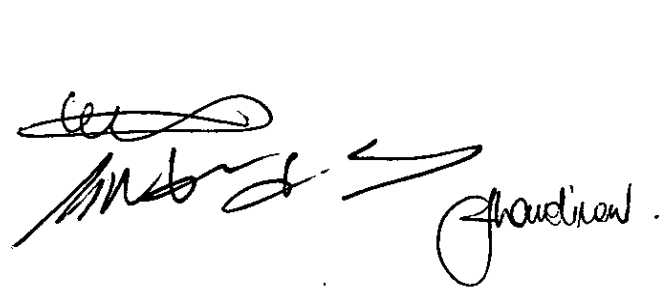
Full Name of Witness




Signature of Attorney  
GRAHAM JOHN HUGHES

Full Name of Attorney

LEVEL 3  
9 HELP STREET  
CHATSWOOD.



3851517/2  
Approved by Blacktown City Council  
  
Authorised Council Officer

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

Lengths are in metres.

(Sheet 6 of 6 sheets)

**DP1086704**

Plan of Subdivision of Lot 1 DP861365  
covered by Subdivision Certificate  
No. 11645 dated the 15 day  
of December 2005.

Signed on behalf of Integral Energy Australia  
by its Attorney pursuant to Power of Attorney  
Book 4446 No 816 in the presence of:

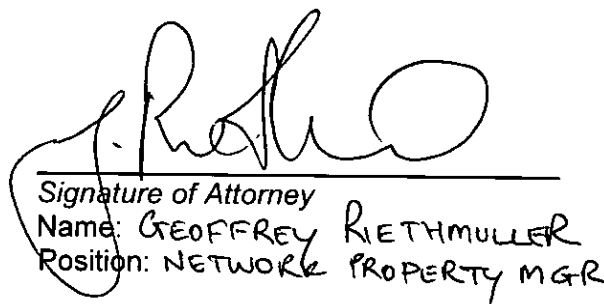


Signature of witness

Ray Simmonds

Name of witness


c/- Integral Energy  
51 Huntingwood Drive  
Huntingwood 2148

  
Signature of Attorney  
Name: GEOFFREY RIETHMULLER  
Position: NETWORK PROPERTY MGR

9 November 2005  
Date of execution

URS 7096



**BLACKTOWN CITY COUNCIL**  
Approved by Blacktown City Council  
  
Authorised Council Officer

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

ⓔ

Lengths are in metres.

(Sheet 1 of 12 sheets)

**DP1086706**

Plan of Subdivision of Lot 10  
 DP1086704 covered by  
 Subdivision Certificate No. 116A6  
 dated the 15 day  
 of December 2005.

Full name and address of the Proprietor of the land:

CSR Building Products Limited  
 ACN 008 631 356  
 Level 3, 9 Help Street  
 Chatswood NSW 2067

**PART 1 (CREATION)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
1	Easement for Drainage of Water 1 wide and variable (denoted 'A')	112 111 110  109  108  106  120 119 118  117  116  115	113 112 & 113 111 to 113 inclusive 110 to 113 inclusive 109 to 113 inclusive 108 to 113 inclusive 121 120 & 121 119 to 121 inclusive 118 to 121 inclusive 117 to 121 inclusive 116 to 121 inclusive

*[Handwritten signature]*

3851511/3 Approved by Blacktown City Council  
*[Handwritten signature]*  
 Authorised Council Officer

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

Lengths are in metres.

(Sheet 2 of 12 sheets)

Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
 DP1086704 covered by  
 Subdivision Certificate No. 11646  
 dated the 15 day  
 of December 2005.

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
1	Easement for Drainage of Water 1 wide and variable (denoted 'A')  (continued)	114 123 122 182 137 136 127 128  133  139 140 141 146  151 152 153  155  156  155 156 157 156 161	115 to 121 inclusive 182 123 & 182 122 & 123 182 137 & 182 136, 137 & 182 127, 136, 137, & 182  127, 128, 136, 137 & 182 138 & 148 138, 139 & 148 138 to 140 inclusive & 148 138 to 141 inclusive & 148 150 150 & 151 150 to 152 inclusive, 150 to 153 inclusive 150 to 153 inclusive & 155 154 154 154 154, 157 150 to 157 inclusive

3851511/3 Approved by Blacktown City Council



  
 Authorised Council Officer

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

Lengths are in metres.

(Sheet 3 of 12 sheets)

Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
 DP1086704 covered by  
 Subdivision Certificate No. 11646  
 dated the 15 day  
 of December 2005.

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
1	Easement for Drainage of Water 1 wide and variable (denoted 'A')  (continued)	164 166 167  168  169 176 182	165 164 & 165 164 to 166 inclusive  164 to 167 inclusive, 169 & 170 170 164 - 170 114 - 121
2	Right of Access 2.5 wide (denoted 'B')	155 156	156 155
3	Easement for Water Supply 2.5 wide (denoted 'C')	181	Sydney Water Corporation
4	Easement for Underground Cables 1.0 wide (denoted 'D')	181&182	Integral Energy Australia
5	Easement for Padmount Substation 2.75 wide (denoted 'E')	182	Integral Energy Australia

*[Handwritten signature]*

3851511/3 Approved by Blacktown City Council

*[Handwritten signature]*  
 Authorised Council Officer



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

Lengths are in metres.

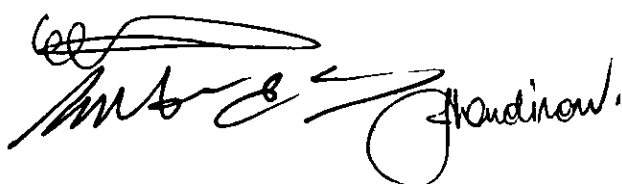
(Sheet 4 of 12 sheets)

Plan:

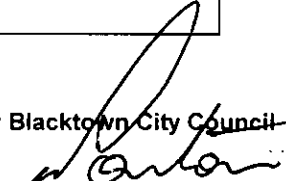
**DP1086706**

Plan of Subdivision of Lot 10  
 DP1086704 covered by  
 Subdivision Certificate No. 11646  
 dated the 15 day  
 of December 2005.

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or prescribed authorities.
6	Restriction on the Use of Land (denoted 'F')	182	Integral Energy Australia
7	Restriction on the Use of Land	Each lot other than lot 180 to 182 inclusive	Every other lot than lot 180 to 182 inclusive
8	Restriction on the Use of Land	103,104,153,155, 156,161& 162	Blacktown City Council
9	Restriction on the Use of Land	155&156	Blacktown City Council
10	Restriction on the Use of Land	162&163	Blacktown City Council
11	Positive Covenant	155&156	Blacktown City Council
12	Easement for Drainage of Water 1.5 wide (denoted 'G')	101	182



3851511/3 Approved by Blacktown City Council

  
 Authorised Council Officer

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

Lengths are in metres.

(Sheet 5 of 12 sheets)

Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
DP1086704 covered by  
Subdivision Certificate No. 11646  
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of December 2005.

13	Easement for Overhead Power Lines 9 wide & variable (denoted 'M')	182	Integral Energy Australia
14	Restriction on the Use of Land (denoted 'N')	182	Integral Energy Australia
15	Restriction on the Use of Land	101-132 inclusive 134-179 inclusive	Blacktown City Council

**PART 2 (Terms)**

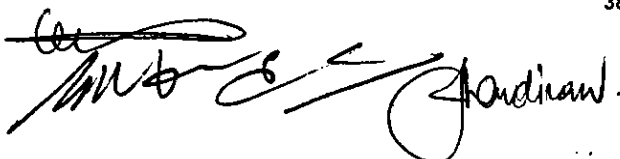
**1. Terms of Easement for Drainage of Water 1 wide numbered 1 in the plan.**

- 1.1 As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919, as amended.
- 1.2 The authority empowered to release, vary or modify the above restriction is the Blacktown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**2. Terms of Right of Access 2.5 wide numbered 2 in the plan.**

- 2.1 As set out in Part 14 of Schedule 8 of the Conveyancing Act, 1919, as amended.
- 2.2 Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:
- (a) not exceed a speed of 20 kilometres per hour whilst driving a vehicle over the site of the easement.
- (b) not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

3851511/3 Approved by Blacktown City Council



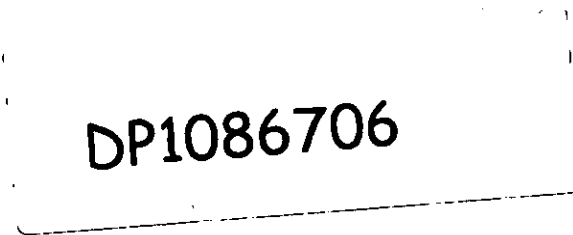
Authorised Council Officer

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

Lengths are in metres.

(Sheet 6 of 12 sheets)

Plan:



Plan of Subdivision of Lot 10  
DP1086704 covered by  
Subdivision Certificate No. 11646  
dated the 15 day  
of December 2005.

**PART 2 (Terms)**

**3. Terms of Easement for Water Supply 2.5 wide numbered 3 in the plan.**

As set out in Memorandum No 715832B filed in the offices of Land & Property Information NSW.  
7158329B

**4. Terms of Easement for Underground Cables 1.0 wide numbered 4 in the plan.**

As set out in Memorandum No. 9262885 filed in the offices of Land and Property Information NSW.

**5. Terms of Easement for Padmount/Electrical Substation 2.75 wide numbered 5 in the plan.**

As set out in Memorandum No. 9262886 filed in the offices of Land and Property Information NSW.

**6. Terms of Restriction on the Use of Land numbered 6 in the plan.**

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

6.1.1. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

6.1.2. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/06/60 fire rating.

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

6.2 The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

6.3 Definitions

6.3.1. "building" means a substantial structure with a roof and walls and includes any projections from the external walls

6.3.2. "erect" includes construct, install, build and maintain.

3851511/3 Approved by Blacktown City Council

Authorised Council Officer



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

Lengths are in metres.

(Sheet 7 of 12 sheets)

Plan:

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**PART 2 (Terms)**


- 6.3.3. "restriction site" means that part of the lot burdened subject to the restriction on the use of land up to a maximum height of 6 metres from the level of the substation footing.
- 6.3.4. "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

**7. Terms of restriction on the use of land numbered 7 in the plan.**

- 7.1 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 80% 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 20% of the total area of the external walls.
- 7.2 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
- 7.3 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- 7.4 No fence 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 relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- 7.5 No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of CSR Building Products Limited and CSR Building Products Limited shall have the right to remove any such advertisement hoarding sign or matter without notice.

3851511/3 Approved by Blacktown City Council



  
Authorised Council Officer

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

Lengths are in metres.

(Sheet 8 of 12 sheets)

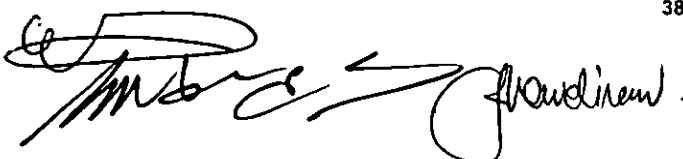
Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
DP1086704 covered by  
Subdivision Certificate No. 11646  
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of December 2005.

**PART 2 (Terms)**

- 7.6 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by CSR Building Products Limited without the consent of CSR Building Products Limited but such consent shall not be withheld if such fence is erected without expense to CSR Building Products Limited provided that this restriction shall remain in force only during such time as CSR Building Products 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.
- 7.7 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by CSR Building Products Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence or brushwood fence or timber paling fence shall not be deemed to be a fence constructed of unauthorised materials.
- 7.8 In this restrictions on the use of land, "CSR Building Products Limited" means CSR Building Products Limited ACN 008 631 356 and its successors nominees or assigns other than purchasers on sale.
- 7.9 The corporation empowered to release, vary or modify the above restriction is the CSR Building Products Limited.
8. **Terms of restriction numbered 8 in the plan.**
- 8.1 No fence shall be erected on the boundary of any Lot adjoining land which is dedicated as public reserve or drainage reserve without the consent of Blacktown City Council.
- 8.2 Such consent shall not be withheld, provided if such fence is erected without expense to the Blacktown City Council.
- 8.3 This restriction shall:
- (a) remain in force only during such time as the Blacktown City Council is the registered proprietor of the land immediately adjoining the land burdened in the plan; and
- (b) bind all successive owners and assigns of each lot burdened.



3851511/3 Approved by Blacktown City Council



Authorised Council Officer

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

**Lengths are in metres.**

(Sheet 9 of 12 sheets)

Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
DP1086704 covered by  
Subdivision Certificate No. 11646  
dated the 15 day  
of December 2005.

**PART 2(Terms)**

**9. Terms of restriction numbered 9 in the plan.**

No building or buildings shall be erected or permitted to remain erected on each lot burdened unless any future residential development on the lot burdened is orientated towards the adjoining public reserve, being lot 180 in the plan.

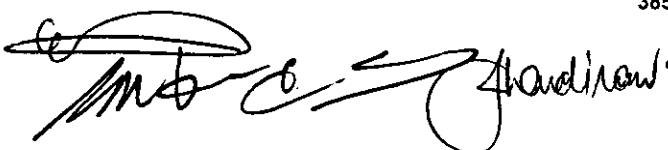
**10. Terms of restriction numbered 10 in the plan.**

No building or buildings shall be erected or permitted to remain erected on each lot burdened unless any future residential development on the lot burdened is orientated towards the collector road frontage, being the road marked "Bellminer Street" on the plan.

**11. Terms of Positive Covenant numbered 11 in the plan.**

The proprietor of the lot hereby burdened will in respect of the right of access within the benefited lot numbered 2 in the plan:

- (a) maintain the driveway surface and any associated drainage system in reasonable working condition;
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition;
- (c) share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant;
- (d) the owner of the lot burdened and the owner of the lot benefited must keep the driveway clear unobstructed at all times to allow the owners of the lot benefited to pass across the burdened lot to get to and from the lot benefited; and
- (e) the owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any disputes in relation to the right of carriageway and any dispute is a civil matter to be resolved with the relevant parties.



3851511/3 Approved by Blacktown City Council

  
Authorised Council Officer

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Lengths are in metres.

(Sheet 10 of 12 sheets)

Plan:

**DP1086706**

Plan of Subdivision of Lot 10  
DP1086704 covered by  
Subdivision Certificate No. 11646  
dated the 15 day  
of December 2005.

**PART 2 (Terms)**

**12. Terms of Easement for Drainage of Water 1.5 wide numbered 12 in the plan.**

- 12.1 As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919, as amended.
- 12.2 The authority empowered to release, vary or modify the above restriction is the Blacktown City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**13. Terms of Easement for Overhead Power Lines 9 wide numbered 13 in the plan.**

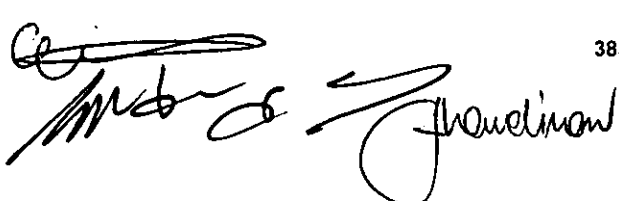
As set out in Memorandum No. 9262884 filed in the offices of Land and Property Information NSW.

**14. Terms of Restriction on the Use of Land numbered 14 in the plan.**

- 14.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site
- 14.2 Definitions
- 14.2.1. "erect" includes construct, install, build and maintain.
- 14.2.2. "restriction site" means that part of the lot burdened subject to the restriction on the use of land

**15. Terms of Restriction on the Use of Land numbered 15 in the plan.**

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



3851511/3 Approved by Blacktown City Council  
  
Authorised Council Officer

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

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(Sheet 11 of 12 sheets)

Plan:

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**PART 2 (Terms)**

**Authority empowered to release, vary or modify Restrictions on the use of land numbered 8,9, 10 and 15 and positive covenant number 11 in the plan**

Blacktown City Council

**Authority empowered to release, vary or modify easements numbered 4,5 and 13 and Restrictions on the use of land numbered 6 & 14 in the plan**

Integral Energy Australia

ACN008631356

CSR Building Products Limited by its attorneys who state that at the date of their execution hereof they have had no notice of the revocation of Power of Attorney dated 5 December 2003 Registered Book 4418 No 245 under the authority of which they have executed this instrument

*J Hardiman*  
.....  
Witness

Jill Hardiman  
.....  
Full Name of Witness

LEVEL 3  
9 HELPS STREET  
CHATS WOOD.

*Edwin Anthony Smith*  
.....

Signature of Attorney  
EDWIN ANTHONY SMITH

.....  
Full Name of Attorney

*Graham John Hughes*  
.....

Signature of Attorney  
GRAHAM JOHN HUGHES

.....  
Full Name of Attorney

*Jill Hardiman*  
.....  
*Jill Hardiman*

3851511/3 Approved by Blacktown City Council

*[Signature]*  
.....  
Authorised Council Officer



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED  
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(Sheet 12 of 12 sheets)

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of December 2005.

Signed on behalf of Integral Energy Australia  
by its Attorney pursuant to Power of Attorney  
Book 4446 No 816 in the presence of:

Ray Simmonds

Signature of witness

Ray Simmonds

Name of witness

c/- Integral Energy  
51 Huntingwood Drive  
Huntingwood 2148

G. Riethmuller  
Signature of Attorney  
Name: GEOFFREY RIETHMULLER  
Position: NETWORK PROPERTY MGR

9 November 2005  
Date of execution

URS 7096



**BLACKTOWN CITY COUNCIL**  
Approved by Blacktown City Council  
[Signature]  
Authorised Council Officer

# 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** 20253795

### Certificate details

<b>Certificate no.</b>	PL2025/12367	<b>Fee</b>	<b>\$71.00</b>
<b>Date issued</b>	09 October 2025	<b>Urgency fee</b>	<b>N/A</b>
<b>Receipt no</b>	ReceiptNo		

### Property information

<b>Property ID</b>	353088	<b>Land ID</b>	353088
<b>Legal description</b>	LOT 94 DP 270508		
<b>Address</b>	20 BANDICOOT DRIVE WOODCROFT NSW 2767		
<b>County</b>	CUMBERLAND	<b>Parish</b>	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](mailto: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

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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):

- may be carried out without development consent, and
- may not be carried out except with development consent, and
- is prohibited:

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

### 2.3 Additional permitted uses

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

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

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

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofield's Precinct Plan, and Blacktown Growth Centres Precinct Plan.

Environmental planning instrument	Provisions - Additional permitted uses
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

## 2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

## 2.5 Biodiversity

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

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

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

## 2.6 Conservation area

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

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
  - Bushland surrounding Prospect Reservoir, Prospect



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

The areas where the plan applies are:

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

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

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

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

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](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

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### 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

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### 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](http://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

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### 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](http://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

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### 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

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### 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

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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

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The following outlines:

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

Yes/**No**

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

For residential development: Yes/**No**

For other development: **Seek further clarification**

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

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

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

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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](http://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

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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

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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

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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

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### 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

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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

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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

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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

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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](https://www.blacktown.nsw.gov.au/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

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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

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### 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)

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### 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.

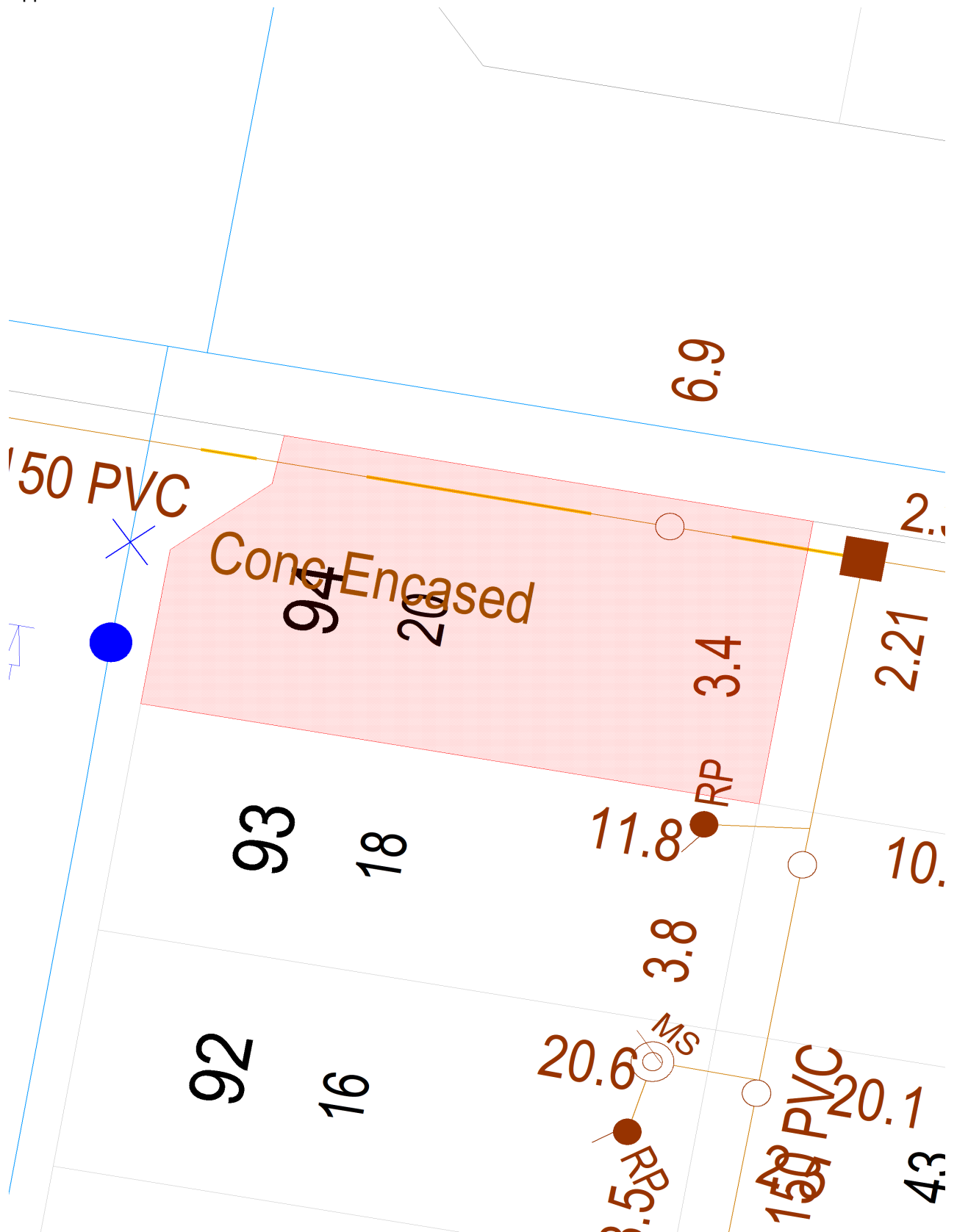
### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

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: 8004704959



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**Disclaimer**

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



# Asset Information

## Legend

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

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## Pipe Types

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

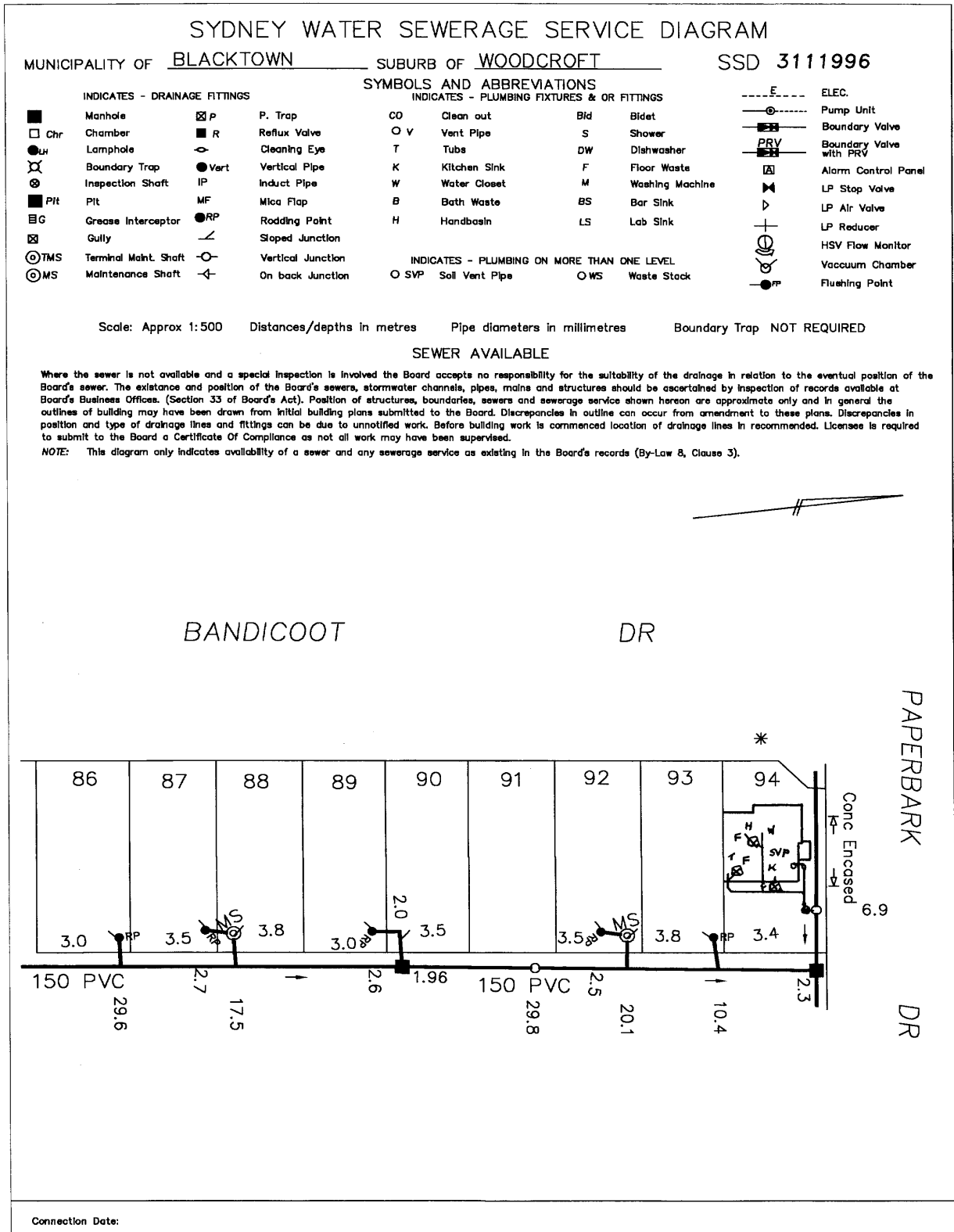
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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# Sewer Service Diagram

Application Number: 8004704958



**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**.