

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate Suite 405.7, 29-31 Solent Circuit, Norwest NSW 2153 Email: chris@newvisionre.com.au	Phone: 1300 597 308 Ref: Chris Brown

co-agent

vendor **Keylan James Earl and Madeliene Rae Perry**

vendor's solicitor	 FLASH conveyancing PO Box 628, Riverstone NSW 2765 info@flashconveyancing.com.au	Phone: 02 8883 4987 Fax: 02 8583 3032 Ref: RN:SP:223340
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date for completion **42nd day after the date of this contract (clause 15)**

land (address, plan details and title reference) **45 Raine Avenue, Marsden Park NSW 2765**
Lot 512 in Deposited Plan 1245976
Folio Identifier 512/1245976

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 blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other: Air Conditioner, 2x TV Bracket, Security Cameras, Sensor Light (Front and Back), Outdoor Fan, Dishwasher.

exclusions **Fridge, Microwave, Washer, Dryer.**

purchaser

purchaser's solicitor

price \$ _____
 deposit \$ _____ (10% of the price, unless otherwise stated)
 balance \$ _____
 contract date _____ (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

PEXA
 no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*. \$

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

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

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

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

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

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

List of Documents

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

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW 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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Section 66W certificate

I, _____ of _____,
Licensed Conveyancer/Solicitor, certify as follows:

1. I am a Licensed Conveyancer/Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **45 Raine Avenue, Marsden Park NSW 2765** from **Keylan James Earl and Madeliene Rae Perry** as vendor to _____ as purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for **Keylan James Earl and Madeliene Rae Perry** and am not employed in the legal practice of a Licensed Conveyancer/solicitor acting for **Keylan James Earl and Madeliene Rae Perry** nor am I a member or employee of a firm of which a Licensed Conveyancer/solicitor acting for **Keylan James Earl and Madeliene Rae Perry** is a member or employee; and
4. I have explained to _____:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Signed: _____

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN

Keylan James Earl and Madeliene Rae Perry

(Vendor)

And

(Purchaser)

33. Amendments to standard form of contract

33.1 Clause 7.1.1 – replace ‘5%’ to ‘2.5%’

33.2 Clause 14.4.2 is deleted.

33.3 Clause 16.7 – delete words ‘by cash (up to \$2,000)’.

33.4 Clause 16.12 – delete the words ‘but the vendor must pay the purchasers’ additional expenses, including any agency or mortgage fee’.

33.5 Clause 18 – add 18.8 ‘The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property’;

33.6 Clause 23.6.1 – replace ‘even if it is payable by instalments’ to ‘however should it be payable in instalments, the Vendor shall be liable only for instalments payable prior to the Completion date which shall be adjusted on a pro rata basis’.

33.7 Clause 23.13 – replace ‘7 days’ to ‘3 days’.

33.8 Clause 23.14 replace ‘7 days’ to ‘3 days’.

33.9 Clause 25.1.1 – delete the words ‘limited or’.

33.10 Clause 25.7 is deleted.

33.11 Clause 29 is deleted.

33.12 Clause 30.1.2 is deleted.

33.13 Clause 31.4 - replace ‘7 days’ to ‘3 days’.

34. SPECIAL CONDITIONS TO PREVAIL

In the event of any conflict between these Special Conditions and the printed form of Contract, the Special Conditions shall prevail.

35. CONDITION OF PROPERTY/INCLUSIONS

The Purchaser acknowledges that they are purchasing the property and its inclusions in its present condition and state of repair subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the date of this Contract.

36. WARRANTY

36.1 The Purchaser acknowledges that they have not relied upon any warranty, representation or statement in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the Vendor, agent or representative of the Vendor and the Purchaser acknowledges that the entire agreement between the parties comprises within this Contract.

36.2 The Purchaser acknowledges that they have inspected the property and any improvements and they rely entirely upon their own enquiries and inspections.

The purchaser acknowledges that they are purchasing the property:

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

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

37. RELEASE OF DEPOSIT

In the event that the Vendor is purchasing another property or renting another property, the Purchaser agrees to release the deposit or so much of the deposit as may be required for use by the Vendor as a deposit or payment of stamp duty on the Vendors purchase or release so much as required as bond and/or rent on their new rental or any monies required associated with the vendor entering into a Retirement village contract/lease.

The Vendor warrants that upon release of the deposit, that such a deposit will be paid only to the trust account of a Real Estate Agent or a Licensed Conveyancer/Solicitor and/or Revenue NSW and shall not be further released without the consent of the Purchaser.

38. DEATH, INCAPACITY AND BANKRUPTCY

Should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the other party may rescind this Contract by notice in

writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply.

39. AGENT

The Purchaser warrants that they were not introduced to the Vendor or the property by 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. 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.

40. REQUISITIONS

The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.

41. TRANSFER

Despite clause 4, the particulars of title disclosed in this contract are sufficient for the Purchaser to prepare the transfer and the Purchaser shall not request the Vendor to provide any statement of title.

42. LATE COMPLETION

42.1 If completion does not take place for any reason (other than the Vendors default) on or before the date specified by the Contract then in addition to any other right which the Vendor may have under this Contract or otherwise, the Purchaser will on completion pay to the Vendor a sum equal to the rate of 9% per annum calculated on the daily balances commencing on the date nominated for completion until and including the actual day of completion. The Purchaser acknowledges that this interest is a genuine pre-estimate of liquidated damages which will be deemed part of the balance of purchase money due and payable on completion as an essential term of this Contract.

42.2 If settlement of this matter does not take place on the day appointed by agreement of the parties due to default or failure on the part of the Purchaser or their mortgagee, then the Purchaser shall pay \$165.00 being the estimated additional costs incurred by the Vendor.

42.3 The purchaser agrees that it is reasonable to provide at least 3 business days notice to the vendor appointing the new completion date. The vendor may at their discretion agree to complete earlier than the required 3 business days should the vendor and/or their mortgagee be in a position to settle. For the avoidance of doubt, Special Condition 42.1 shall apply during this period.

43. NOTICE TO COMPLETE

43.1 For the purpose of Clause 15, the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued to make time of the essence of this Contract.

43.2 If the Purchaser does not complete this Contract through no fault of the Vendor which requires the Vendor to serve a Notice to Complete on the Purchaser, then the Purchaser will pay the Vendors Conveyancer an amount of \$275.00 on completion to cover the Vendors additional legal fees for the issuing of such notice.

44. ADJUSTMENTS

The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error within seven (7) days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.

45. DEPOSIT

In the event that:

- (a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and
- (c) The Vendor terminates this contract

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of law of equity to the contrary. This special condition shall not merge on completion.

46. DEPOSIT BY INSTALMENTS

Notwithstanding any other provision of the Contract, if a cooling off period applies, then the deposit may be paid by two (2) instalments as follows:

- a) An amount equivalent to 0.25% of the purchase price – on or before the making of the Contract;
- b) The balance of the deposit – no later than 5:00pm on the last business day of the cooling off period (time being of the essence).

47. RESCHEDULING SETTLEMENT

In the event that the Purchaser requires settlement to be rescheduled to different day after being booked through no fault of the Vendor, then the Purchaser shall pay on

completion an amount of \$165.00 for each time settlement is rescheduled being the estimated additional costs incurred by the Vendor.

48. SETTLEMENT FIGURES

Settlement figures are to be submitted three (3) business days before completion. If the Purchaser fails to submit settlement figures to the Vendor in accordance with this clause then the Purchaser shall pay on completion an amount of \$110.00 being additional costs incurred by the Vendor arising from the delay.

49. SEWERAGE DIAGRAMS

The Purchaser acknowledges that the sewerage diagrams annexed hereto are the only ones available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage diagrams.

50. USE OF DEPOSIT FOR SETTLEMENT

Should the vendor require any or all of the deposit for the purpose of completing settlement, the Purchaser hereby consents to all or a portion of the deposit to be deposited into the vendors conveyancer trust account prior to settlement for use by the Vendor at settlement.

51. COVID19

For the benefit of both parties, should either party:

- (a) Contract the Covid-19 virus;
- (b) be placed in isolation in the property;
- (c) directed to self-isolate in the property; or
- (d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above,

then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.



FOLIO: 512/1245976

SEARCH DATE	TIME	EDITION NO	DATE
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10/6/2022	10:20 AM	2	17/12/2019

LAND

LOT 512 IN DEPOSITED PLAN 1245976
AT MARSDEN PARK
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1245976

FIRST SCHEDULE

KEYLAN JAMES EARL
MADELIENE RAE PERRY
AS JOINT TENANTS (T AP767263)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP262886 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1238980 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 4 DP1245976 EASEMENT FOR ACCESS & MAINTENANCE 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1245976 EASEMENT FOR ACCESS & MAINTENANCE 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1245976 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 DP1245976 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 8 DP1245976 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 9 DP1245976 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 10 DP1245976 POSITIVE COVENANT
- 11 AP767264 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

223340

PRINTED ON 10/6/2022

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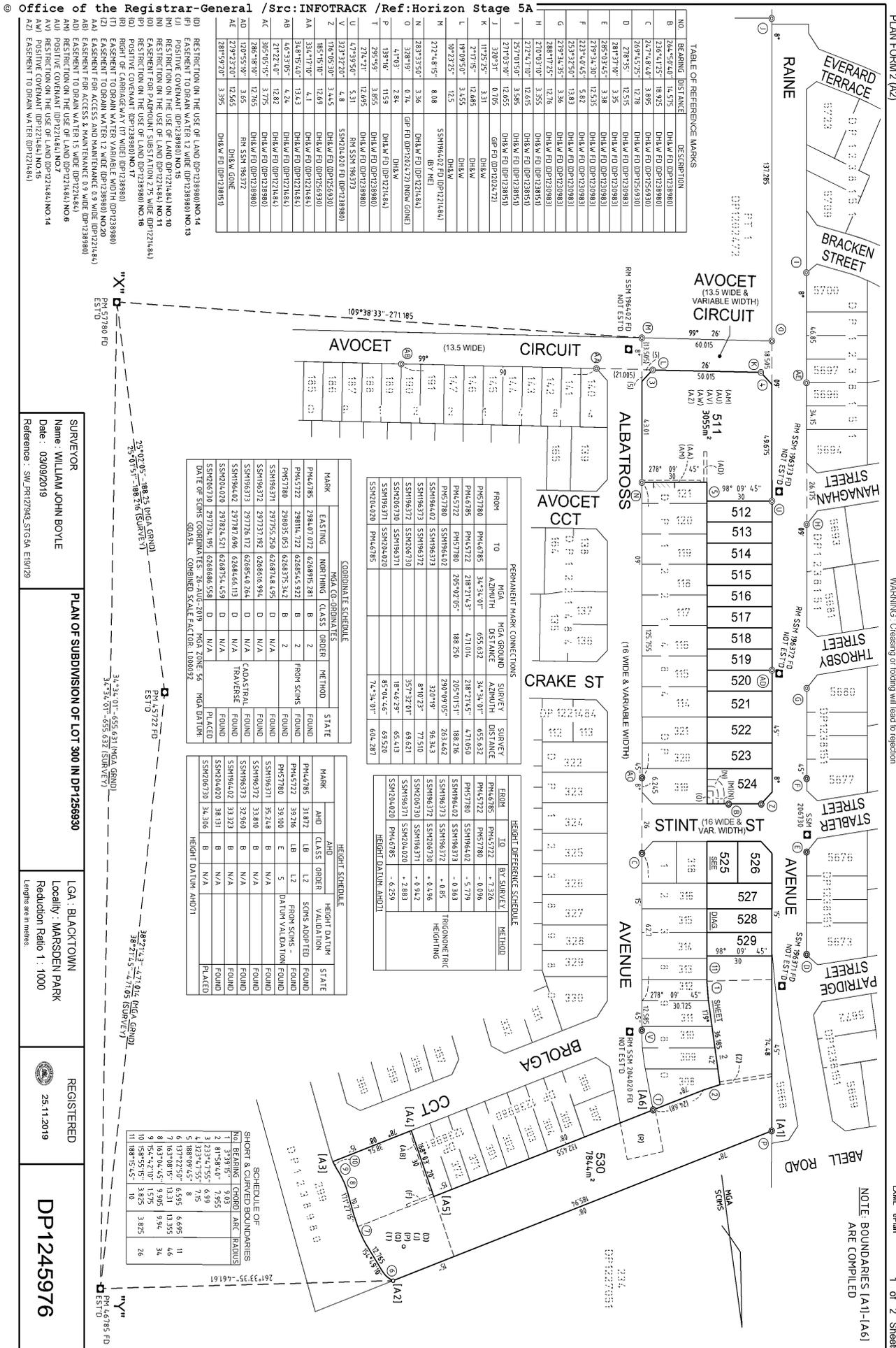


TABLE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
B	126°45'00"	16.575	DIRK W FD (DP1238980)
C	242°44'12"	18.925	DIRK W FD (DP1238980)
D	269°45'25"	12.78	DIRK W FD (DP1256300)
E	278°35'	12.575	DIRK W FD (DP1230981)
F	285°03'45"	3.38	DIRK W FD (DP1230981)
G	279°34'30"	12.535	DIRK W FD (DP1230981)
H	223°40'45"	5.82	DIRK W FD (DP1230981)
I	253°32'00"	13.83	DIRK W FD (DP1230981)
J	279°34'35"	3.36	DIRK W FD (DP1230981)
K	288°17'25"	12.76	DIRK W FD (DP1230981)
L	270°03'10"	3.555	DIRK W FD (DP1238151)
M	272°41'00"	12.615	DIRK W FD (DP1238151)
N	237°05'00"	3.585	DIRK W FD (DP1238151)
O	271°03'10"	12.655	DIRK W FD (DP1238151)
P	320°31'	0.705	GRP FD (DP1202472)
Q	112°25'	3.31	DIRK W
R	27°15'	12.685	DIRK W
S	19°09'50"	3.455	DIRK W
T	10°23'25"	7.25	DIRK W
U	272°48'15"	8.08	DIRK W
V	283°33'50"	3.36	DIRK W FD (DP1221484)
W	328°19'	0.74	GRP FD (DP1202472) (NMGW GDMET)
X	4°03'	2.84	DIRK W
Y	139°16'	11.59	DIRK W FD (DP1221484)
Z	295°49'	3.855	DIRK W FD (DP1238980)
AA	274°21'	12.695	DIRK W FD (DP1238980)
AB	427°39'50"	5.31	RH SSM 196373
AC	357°32'20"	4.8	SSM 204020 FD (DP1238980)
AD	170°05'30"	3.445	DIRK W FD (DP1256300)
AE	185°15'00"	12.69	DIRK W FD (DP1256300)
AF	314°17'00"	4.1	DIRK W FD (DP121484)
AG	348°15'40"	13.43	DIRK W FD (DP121484)
AH	346°33'00"	4.26	DIRK W FD (DP121484)
AI	305°05'15"	3.775	DIRK W FD (DP1238980)
AJ	286°38'10"	12.785	DIRK W FD (DP1238980)
AK	120°35'10"	3.05	RH SSM 196372
AL	129°32'30"	12.565	DIRK W FD (DP1238151)
AM	121°39'20"	3.395	DIRK W FD (DP1238151)

- (A) RESTRICTION ON THE USE OF LAND (DP1238980) NO.14
- (B) RESTRICTION ON THE USE OF LAND (DP1238980) NO.15
- (C) RESTRICTION ON THE USE OF LAND (DP1238980) NO.16
- (D) RESTRICTION ON THE USE OF LAND (DP1238980) NO.17
- (E) RESTRICTION ON THE USE OF LAND (DP1238980) NO.18
- (F) RESTRICTION ON THE USE OF LAND (DP1238980) NO.19
- (G) RESTRICTION ON THE USE OF LAND (DP1238980) NO.20
- (H) RESTRICTION ON THE USE OF LAND (DP1238980) NO.21
- (I) RESTRICTION ON THE USE OF LAND (DP1238980) NO.22
- (J) RESTRICTION ON THE USE OF LAND (DP1238980) NO.23
- (K) RESTRICTION ON THE USE OF LAND (DP1238980) NO.24
- (L) RESTRICTION ON THE USE OF LAND (DP1238980) NO.25
- (M) RESTRICTION ON THE USE OF LAND (DP1238980) NO.26
- (N) RESTRICTION ON THE USE OF LAND (DP1238980) NO.27
- (O) RESTRICTION ON THE USE OF LAND (DP1238980) NO.28
- (P) RESTRICTION ON THE USE OF LAND (DP1238980) NO.29
- (Q) RESTRICTION ON THE USE OF LAND (DP1238980) NO.30
- (R) RESTRICTION ON THE USE OF LAND (DP1238980) NO.31
- (S) RESTRICTION ON THE USE OF LAND (DP1238980) NO.32
- (T) RESTRICTION ON THE USE OF LAND (DP1238980) NO.33
- (U) RESTRICTION ON THE USE OF LAND (DP1238980) NO.34
- (V) RESTRICTION ON THE USE OF LAND (DP1238980) NO.35
- (W) RESTRICTION ON THE USE OF LAND (DP1238980) NO.36
- (X) RESTRICTION ON THE USE OF LAND (DP1238980) NO.37
- (Y) RESTRICTION ON THE USE OF LAND (DP1238980) NO.38
- (Z) RESTRICTION ON THE USE OF LAND (DP1238980) NO.39
- (AA) RESTRICTION ON THE USE OF LAND (DP1238980) NO.40
- (AB) RESTRICTION ON THE USE OF LAND (DP1238980) NO.41
- (AC) RESTRICTION ON THE USE OF LAND (DP1238980) NO.42
- (AD) RESTRICTION ON THE USE OF LAND (DP1238980) NO.43
- (AE) RESTRICTION ON THE USE OF LAND (DP1238980) NO.44
- (AF) RESTRICTION ON THE USE OF LAND (DP1238980) NO.45
- (AG) RESTRICTION ON THE USE OF LAND (DP1238980) NO.46
- (AH) RESTRICTION ON THE USE OF LAND (DP1238980) NO.47
- (AI) RESTRICTION ON THE USE OF LAND (DP1238980) NO.48
- (AJ) RESTRICTION ON THE USE OF LAND (DP1238980) NO.49
- (AK) RESTRICTION ON THE USE OF LAND (DP1238980) NO.50
- (AL) RESTRICTION ON THE USE OF LAND (DP1238980) NO.51
- (AM) RESTRICTION ON THE USE OF LAND (DP1238980) NO.52
- (AN) RESTRICTION ON THE USE OF LAND (DP1238980) NO.53
- (AO) RESTRICTION ON THE USE OF LAND (DP1238980) NO.54
- (AP) RESTRICTION ON THE USE OF LAND (DP1238980) NO.55
- (AQ) RESTRICTION ON THE USE OF LAND (DP1238980) NO.56
- (AR) RESTRICTION ON THE USE OF LAND (DP1238980) NO.57
- (AS) RESTRICTION ON THE USE OF LAND (DP1238980) NO.58
- (AT) RESTRICTION ON THE USE OF LAND (DP1238980) NO.59
- (AU) RESTRICTION ON THE USE OF LAND (DP1238980) NO.60
- (AV) RESTRICTION ON THE USE OF LAND (DP1238980) NO.61
- (AW) RESTRICTION ON THE USE OF LAND (DP1238980) NO.62
- (AX) RESTRICTION ON THE USE OF LAND (DP1238980) NO.63
- (AY) RESTRICTION ON THE USE OF LAND (DP1238980) NO.64
- (AZ) RESTRICTION ON THE USE OF LAND (DP1238980) NO.65

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM46785	298440.712	626889.281	B	2	FOUND	FOUND
PM45722	298015.053	626885.342	B	2	FOUND	FOUND
PM57780	297755.250	626874.955	D	N/A	FOUND	FOUND
SSM196371	297731.192	626861.994	D	N/A	FOUND	FOUND
SSM196372	297726.112	626854.264	D	N/A	FOUND	FOUND
SSM196373	297721.032	626846.534	D	N/A	FOUND	FOUND
SSM196402	297717.656	626846.113	D	N/A	FOUND	FOUND
SSM196403	297824.521	626875.459	D	N/A	FOUND	FOUND
SSM196404	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196405	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196406	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196407	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196408	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196409	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196410	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196411	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196412	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196413	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196414	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196415	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196416	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196417	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196418	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196419	297734.951	626888.559	D	N/A	FOUND	FOUND
SSM196420	297734.951	626888.559	D	N/A	FOUND	FOUND

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	MEASUREMENT	HEIGHT DIFFERENCE	METHOD
PM46785	PM46785	34.74	0.00	LEVEL
PM46785	PM45722	218.71	-0.096	LEVEL
PM46785	PM57780	205.03	-1.88	LEVEL
PM46785	SSM196371	230.93	-2.63	LEVEL
PM46785	SSM196372	230.93	-2.63	LEVEL
PM46785	SSM196373	230.93	-2.63	LEVEL
PM46785	SSM196402	230.93	-2.63	LEVEL
PM46785	SSM196403	230.93	-2.63	LEVEL
PM46785	SSM196404	230.93	-2.63	LEVEL
PM46785	SSM196405	230.93	-2.63	LEVEL
PM46785	SSM196406	230.93	-2.63	LEVEL
PM46785	SSM196407	230.93	-2.63	LEVEL
PM46785	SSM196408	230.93	-2.63	LEVEL
PM46785	SSM196409	230.93	-2.63	LEVEL
PM46785	SSM196410	230.93	-2.63	LEVEL
PM46785	SSM196411	230.93	-2.63	LEVEL
PM46785	SSM196412	230.93	-2.63	LEVEL
PM46785	SSM196413	230.93	-2.63	LEVEL
PM46785	SSM196414	230.93	-2.63	LEVEL
PM46785	SSM196415	230.93	-2.63	LEVEL
PM46785	SSM196416	230.93	-2.63	LEVEL
PM46785	SSM196417	230.93	-2.63	LEVEL
PM46785	SSM196418	230.93	-2.63	LEVEL
PM46785	SSM196419	230.93	-2.63	LEVEL
PM46785	SSM196420	230.93	-2.63	LEVEL

HEIGHT SCHEDULE

MARK	AHD	CLASS	ORDER	VALIDATION	STATE
PM46785	31.872	LB	L2	FOUND	FOUND
PM45722	39.216	LB	L2	FOUND	FOUND
PM57780	39.100	E	5	FOUND	FOUND
SSM196371	35.248	B	N/A	FOUND	FOUND
SSM196372	35.248	B	N/A	FOUND	FOUND
SSM196373	35.248	B	N/A	FOUND	FOUND
SSM196402	33.223	B	N/A	FOUND	FOUND
SSM196403	38.131	B	N/A	FOUND	FOUND
SSM196404	34.306	B	N/A	FOUND	FOUND
SSM196405	34.306	B	N/A	FOUND	FOUND
SSM196406	34.306	B	N/A	FOUND	FOUND
SSM196407	34.306	B	N/A	FOUND	FOUND
SSM196408	34.306	B	N/A	FOUND	FOUND
SSM196409	34.306	B	N/A	FOUND	FOUND
SSM196410	34.306	B	N/A	FOUND	FOUND
SSM196411	34.306	B	N/A	FOUND	FOUND
SSM196412	34.306	B	N/A	FOUND	FOUND
SSM196413	34.306	B	N/A	FOUND	FOUND
SSM196414	34.306	B	N/A	FOUND	FOUND
SSM196415	34.306	B	N/A	FOUND	FOUND
SSM196416	34.306	B	N/A	FOUND	FOUND
SSM196417	34.306	B	N/A	FOUND	FOUND
SSM196418	34.306	B	N/A	FOUND	FOUND
SSM196419	34.306	B	N/A	FOUND	FOUND
SSM196420	34.306	B	N/A	FOUND	FOUND

SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	3°39'55"	9.03	7.85	1.46
2	81°38'40"	6.99	6.99	1.46
3	233°42'55"	6.99	6.99	1.46
4	328°08'45"	7.85	9.03	1.46
5	137°22'56"	6.595	6.595	1.46
6	163°08'15"	13.31	13.315	1.46
7	163°08'15"	13.31	13.315	1.46
8	163°08'15"	13.31	13.315	1.46
9	154°42'10"	15.75	9.94	3.4
10	158°52'15"	15.75	3.875	26
11	188°15'45"	10	3.875	26

PLAN OF SUBDIVISION OF LOT 300 IN DP1245976

LOCALITY: BLACKTOWN
LOCALITY: MARSDEN PARK

Reduction Ratio: 1:1000

Lengths are in metres.

REGISTERED 25.11.2019

DP1245976

NOTE: BOUNDARIES (A1)-(A6) ARE COMPILED

1 of 2 Sheets

Office of the Registrar-General /Src:INFOTRACK /Ref:Horizon Stage 5A

PLAN FORM 2 (A2)

DP1245976

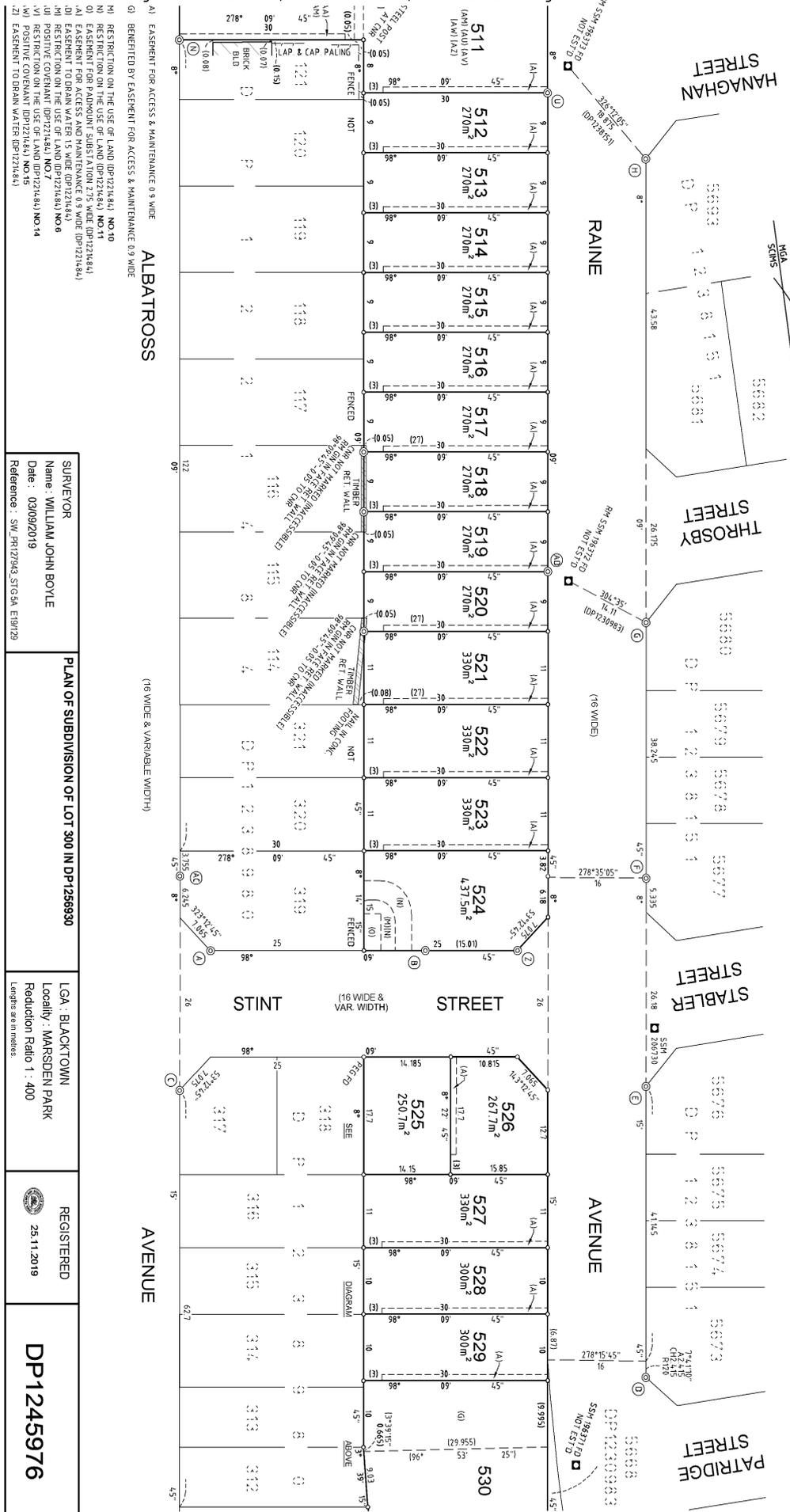
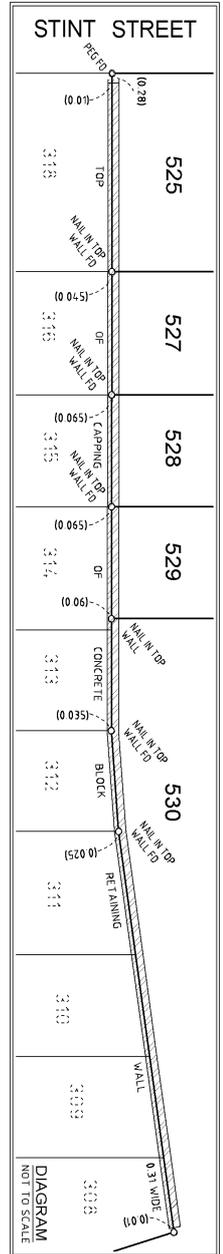
WARNING - Creasing or folding will lead to rejection

LXML ethan

2 of 2 Sheets

TABLE OF REFERENCE MARKS

NUMBER	BEARING	DISTANCE	DESCRIPTION
A	163°48'55"	3.695	DHE W ED DP1238980
B	181°55'25"	12.623	DHE W ED DP1238980
C	264°50'40"	14.575	DHE W ED DP1238980
D	270°00'00"	18.925	DHE W ED DP1238980
E	267°48'48"	3.895	DHE W ED DP1238980
F	289°54'25"	12.78	DHE W ED DP1238980
G	281°17'10"	3.35	DHE W ED DP1238980
H	270°00'00"	12.615	DHE W ED DP1238980
I	272°42'10"	12.615	DHE W ED DP1238980
J	288°35'50"	3.36	DHE W ED DP1238980
K	4°17'39'50"	5.31	RM SSM 198373
L	281°17'10"	3.35	DHE W ED DP1238980
M	163°48'55"	3.695	DHE W ED DP1238980
N	270°00'00"	12.615	DHE W ED DP1238980
O	265°03'45"	3.35	DHE W ED DP1238980
P	271°34'00"	12.535	DHE W ED DP1238980
Q	281°17'10"	3.35	DHE W ED DP1238980
R	281°17'10"	3.35	DHE W ED DP1238980
S	281°17'10"	3.35	DHE W ED DP1238980
T	281°17'10"	3.35	DHE W ED DP1238980
U	281°17'10"	3.35	DHE W ED DP1238980
V	281°17'10"	3.35	DHE W ED DP1238980
W	281°17'10"	3.35	DHE W ED DP1238980
X	281°17'10"	3.35	DHE W ED DP1238980
Y	281°17'10"	3.35	DHE W ED DP1238980
Z	281°17'10"	3.35	DHE W ED DP1238980



- A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- B) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- C) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- D) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- E) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- F) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- G) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- H) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- I) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- J) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- K) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- L) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- M) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- N) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- O) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- P) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- Q) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- R) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- S) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- T) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- U) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- V) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- W) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- X) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- Y) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- Z) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE

REGISTRAR GENERAL
 Name: WILLIAM JOHN BOYLE
 Date: 03/09/2019
 Reference: SW PR127942, STG35A, EIR/29

PLAN OF SUBDIVISION OF LOT 300 IN DP1245930

LGA: BLACKTOWN
 Locality: MARSDEN PARK
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 25.11.2019

DP1245976

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered :  25.11.2019 Office Use Only Title System : TORRENS	<h1>DP1245976</h1>	
PLAN OF SUBDIVISION OF LOT 300 IN DP1256930	LGA : BLACKTOWN Locality : MARSDEN PARK Parish : ROOTY HILL County : CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd PO BOX 6843 BAULKHAM HILLS 2153</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(e) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or *(b) The part of the land shown in the plan (*being*excluding** [A1-[A6]) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on <u>03/09/2019</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: <u>...X...Y'</u> Type: *Urban /#Rural The terrain is *Level-Undulating / Steep-Mountainous. Signature: <u>W.J. Boyle</u> Dated: <u>4/9/2019</u> Surveyor Identification No: <u>6275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation DP1221484 DP1238980 DP1230983 DP1238151 DP1202472 DP1256930	<p style="text-align: center;">Subdivision Certificate</p> I, <u>ALAN MIDDLEMISS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Alan Middlemiss</u> Accreditation number: <u>N/A</u> Consent Authority: <u>Blacktown City Council</u> Date of endorsement: <u>6.11.19</u> Subdivision Certificate number: <u>SC-19-00151</u> File number: <u>DA-17-02543</u> *Strike through if inapplicable.	
Surveyor's Reference : SW_PR127943_STG 5A E19/129	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF AVOCET CIRCUIT (13.5 WIDE & VARIABLE WIDTH) TO THE PUBLIC AS PUBLIC ROAD.	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

*S6.15 AMENDED TO S109J IN NSWLRS AT REQUEST OF LOCAL GOVERNMENT AUTHORITY

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)	
Registered:  25.11.2019		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 300 IN DP1256930		DP1245976			
Subdivision Certificate number: <u>SC-19-00151</u> Date of Endorsement: <u>6.11.19</u>					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)2. RESTRICTION ON THE USE OF LAND3. RESTRICTION ON THE USE OF LAND4. RESTRICTION ON THE USE OF LAND5. RESTRICTION ON THE USE OF LAND6. POSITIVE COVENANT7. RESTRICTION ON THE USE OF LAND					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: SW_PR127943_STG 5A E19/129					

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)																																				
Registered: 25.11.2019 PLAN OF SUBDIVISION OF LOT 300 IN DP1256930	Office Use Only <h1 style="margin: 0;">DP1245976</h1>	Office Use Only																																				
Subdivision Certificate number: <u>SC-19-00151</u> Date of Endorsement: <u>06-11-19</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																					
<p>SIGNATURES</p> <p>Executed by the Attorney for and on behalf of RC Resi No 7 Pty Limited ACN 602 861 003</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Signature of witness:</td> <td style="text-align: center;">Signature of Attorney</td> <td></td> </tr> <tr> <td style="text-align: center;"><u>ANTHONY DALLA FONTANA</u></td> <td style="text-align: center;"><u>Nicholas William Chandler</u></td> <td style="text-align: center;"><u>Neala Fraser</u></td> </tr> <tr> <td style="text-align: center;">Name of witness:</td> <td style="text-align: center;">Name of Attorney</td> <td></td> </tr> </table> <p><u>12 TYLER CREB ABBOTSFORD 2046</u> Book: <u>4759</u> No: <u>786</u> Address of witness: _____ Power of Attorney _____</p> <p>Executed by the Attorney for and on behalf of Fort Meyers Pty Limited ACN 616 439 260 in relation to Mortgage AM636259</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Signature of witness:</td> <td style="text-align: center;">Signature of Attorney</td> <td></td> </tr> <tr> <td style="text-align: center;"><u>ANTHONY DALLA FONTANA</u></td> <td style="text-align: center;"><u>Nicholas William Chandler</u></td> <td style="text-align: center;"><u>Neala Fraser</u></td> </tr> <tr> <td style="text-align: center;">Name of witness:</td> <td style="text-align: center;">Name of Attorney</td> <td></td> </tr> </table> <p><u>12 TYLER CREB ABBOTSFORD 2046</u> Book: <u>4759</u> No: <u>785</u> Address of witness: _____ Power of Attorney _____</p> <p>Executed by the Attorney for and on behalf of Rawson Group Pty Limited ACN 000 382 329 in relation to Mortgage AN926558</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> <td style="width:33%; text-align: center; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Signature of witness:</td> <td style="text-align: center;">Signature of Attorney</td> <td></td> </tr> <tr> <td style="text-align: center;"><u>ANTHONY DALLA FONTANA</u></td> <td style="text-align: center;"><u>Nicholas William Chandler</u></td> <td style="text-align: center;"><u>Neala Fraser</u></td> </tr> <tr> <td style="text-align: center;">Name of witness:</td> <td style="text-align: center;">Name of Attorney</td> <td></td> </tr> </table> <p><u>12 TYLER CREB ABBOTSFORD 2046</u> Book: <u>4759</u> No: <u>786</u> Address of witness: _____ Power of Attorney _____</p> <p style="text-align: center;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: SW_PR127943_STG 5A E19/129</p>						Signature of witness:	Signature of Attorney		<u>ANTHONY DALLA FONTANA</u>	<u>Nicholas William Chandler</u>	<u>Neala Fraser</u>	Name of witness:	Name of Attorney					Signature of witness:	Signature of Attorney		<u>ANTHONY DALLA FONTANA</u>	<u>Nicholas William Chandler</u>	<u>Neala Fraser</u>	Name of witness:	Name of Attorney					Signature of witness:	Signature of Attorney		<u>ANTHONY DALLA FONTANA</u>	<u>Nicholas William Chandler</u>	<u>Neala Fraser</u>	Name of witness:	Name of Attorney	
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Registered:  25.11.2019 PLAN OF SUBDIVISION OF LOT 300 IN DP1256930	Office Use Only <h1 style="margin: 0;">DP1245976</h1>
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This sheet is for the provision of the following information as required:

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

Subdivision Certificate number: SC-19-00151
 Date of Endorsement: 6.11.19

STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
511		N/A		MARSDEN PARK
512	45	RAINE	AVENUE	MARSDEN PARK
513	43	RAINE	AVENUE	MARSDEN PARK
514	41	RAINE	AVENUE	MARSDEN PARK
515	39	RAINE	AVENUE	MARSDEN PARK
516	37	RAINE	AVENUE	MARSDEN PARK
517	35	RAINE	AVENUE	MARSDEN PARK
518	33	RAINE	AVENUE	MARSDEN PARK
519	31	RAINE	AVENUE	MARSDEN PARK
520	29	RAINE	AVENUE	MARSDEN PARK
521	27	RAINE	AVENUE	MARSDEN PARK
522	25	RAINE	AVENUE	MARSDEN PARK
523	23	RAINE	AVENUE	MARSDEN PARK
524	21	RAINE	AVENUE	MARSDEN PARK
525	3	STINT	STREET	MARSDEN PARK
526	19	RAINE	AVENUE	MARSDEN PARK
527	17	RAINE	AVENUE	MARSDEN PARK
528	15	RAINE	AVENUE	MARSDEN PARK
529	13	RAINE	AVENUE	MARSDEN PARK
530		N/A		MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR127943_STG 5A E19/129

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

ePlan

(Sheet 1 of 6 sheets)

Plan: **DP1245976**

Plan of Subdivision Lot 300 in DP1256930
 Covered by Subdivision Certificate
 No **SC-19-00151** of **6.11.19**

Full name and address of the owner of the land:

RC Resi No 7 Pty Limited ACN 602 861 003
 Building F, Level 2, Suite 1
 1 Homebush Bay Drive
 RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access and Maintenance 0.9 Wide (A)	511 512 513 514 515 516 517 518 519 520 521 522 523 526 527 528 529	512 513 514 515 516 517 518 519 520 521 522 523 524 525 528 529 Part Lot 530 Denoted (G)
2	Restriction on the Use of Land	512-524 inclusive 527-529 inclusive	Blacktown City Council
3	Restriction on the Use of Land	Each of 512-520 inclusive 525, 526 528, 529	Blacktown City Council

Approved by Blacktown City Council Alan Meston
 Authorised Officer

Plan: **DP1245976**

Plan of Subdivision of Lot 300 in DP1256930
Covered by Subdivision Certificate
No **SC-19-00151** of **6-11-19**

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the parties.

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

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

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

Blacktown City Council

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

No building is to be constructed on the subject lot unless it is constructed within the specified building envelope which has been previously endorsed by Council under Building Envelope Plans Drawing No.127943-Building Env P5.dwg issue B prepared by RPS last saved on 23/10/2017 and held on File DA-17-02543 (or any subsequent amendments approved by Blacktown City Council).

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

Blacktown City Council

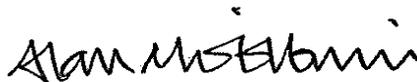
4. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No building shall be erected on the lot hereby burdened unless such building is designed and constructed to withstand the effects of the moderately saline and mildly aggressive soils that have been identified on the lot in accordance with the report from GeoEnviro Consultancy Pty Ltd dated 15th August 29 2019 reference JT19954D-r2

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

Blacktown City Council

Approved by Blacktown City Council



Authorised Officer

Plan: **DP1245976**

Plan of Subdivision of Lot 300 in DP1256930
Covered by Subdivision Certificate
No **SC-19-00151** of **6.11.19**

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

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

Name of Authority 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.**

The registered proprietor of the lots(s) hereby burdened will, at the sole expense of the registered proprietors, manage the entire property in perpetuity as an inner protection area (IPA) as outlined within Section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

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

Blacktown City Council

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

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

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

Blacktown City Council

Approved by Blacktown City Council

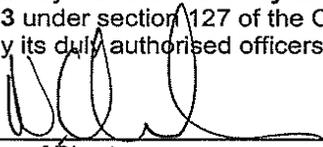


Authorised Officer

Plan: **DP1245976**

Plan of Subdivision of Lot 300 in DP1256930
Covered by Subdivision Certificate
No **SC-19-00151** of **6.11.19**

Executed by **RC Resi No 7 Pty Limited ACN 602 861 003** under section 127 of the Corporations Act 2001 by its duly authorised officers



Signature of Director

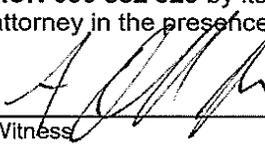
Nicholas William Chandler
Name of Director



Signature of Director/Secretary

Neala Fraser
Name of Director/Secretary

Signed on behalf of **Rawson Group Pty Limited ACN 000 382 329** by its attorney under power of attorney in the presence of:



Witness

ANTHONY DALLA FONTANA
Witness Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address



Attorney

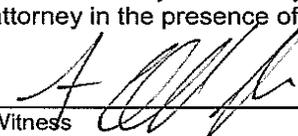
Nicholas William Chandler
Print Name

Attorney

Neala Fraser
Print Name

Book 4759 No. 785

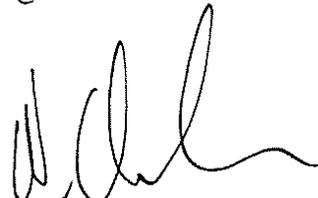
Signed on behalf of **Fort Meyers Pty Ltd ACN 616 439 260** by its attorney under power of attorney in the presence of:



Witness

ANTHONY DALLA FONTANA
Witness Name

Building F, Level 2, 1 Homebush Bay Drive, Rhodes
Witness Address



Attorney

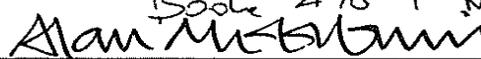
Nicholas William Chandler
Print Name

Attorney

Neala Fraser
Print Name

Book 4759 No. 785

Approved by Blacktown City Council



Authorised Officer

Plan: **DP1245976**

Plan of Subdivision of Lot 300 in DP1256930
Covered by Subdivision Certificate
No SC-19-00151 of 6.11.19

SIGNATURES

Approved by Blacktown City Council

by its authorised delegate pursuant to s377 Local Government Act 1993

Alan Middlemiss

Signature of Authorised Officer

ALAN MIDDLEMISS

Name of Authorised Officer

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

Kristy-lee Bulloch

Signature of Witness

Kristy-lee Bulloch

Name of Witness

C/- Blacktown City Council

62 Flushcombe Road

BLACKTOWN NSW 2148

Address of Witness

Approved by Blacktown City Council

Alan Middlemiss

Authorised Officer

REGISTERED



25.11.2019

PR127943_PREC5A_88B_190822

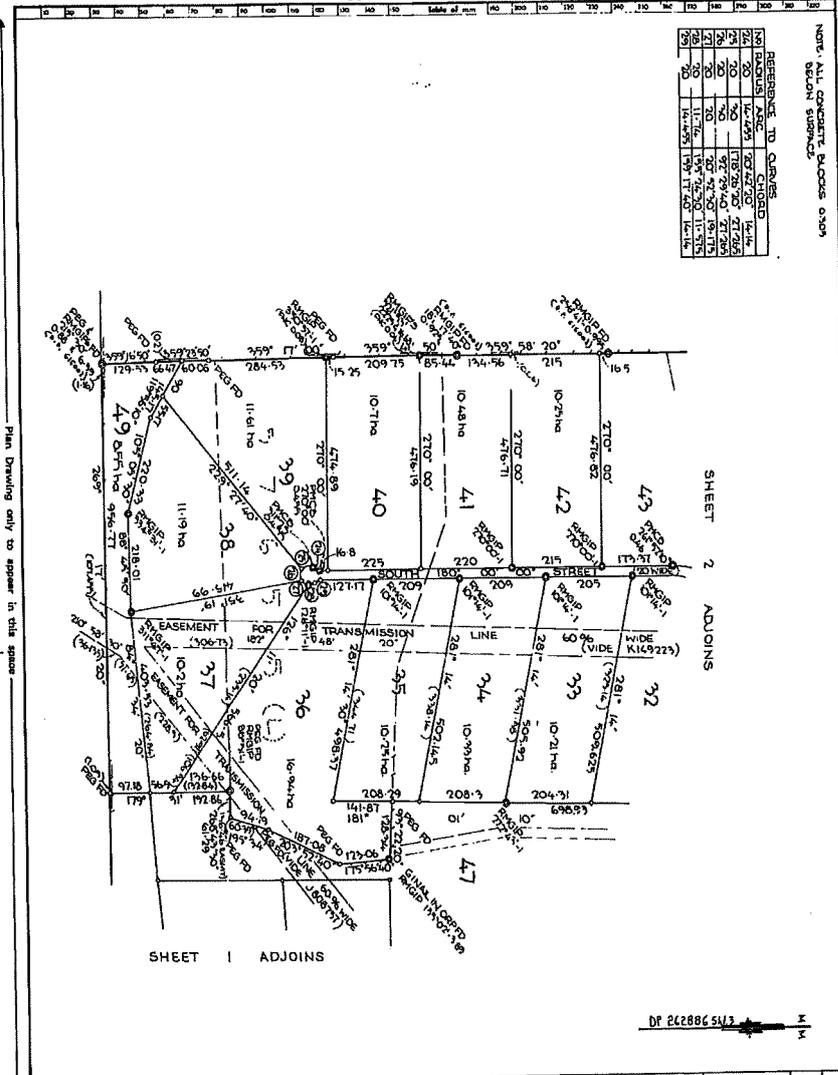
06 565886 - 211 2 2112

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

NOTE: ALL CONCRETE BLOCKS 0205

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

REFERENCE TO CURVES	
NO	ANGLE
1	102.25
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97	102.25
98	102.25
99	102.25
100	102.25



I, Bruce Richard Payne, Under Secretary, File, Land and Survey, certify that the above is a true and correct copy of the original as shown to me by the person whose name appears in the above document in my custody this day.

6th May, 1982

D.P. 262886
 Required: 3-5-1982
 This is sheet 3 of my plan of 3 sheets dated 03-11-81
 Surveyed/Registered under Sections Act 1970
 This is sheet 3 of the plan of 3 sheets dated 03-11-81
 Drawn/Checked by me on 4-3-82
 Signature and date only
 Checked Date
 Signature and date only
 Reduction Ratio: 1:5000
 Lengths are in meters
 Surveyors Reference: 10499/2

FRAME 2

1. Bruce Richard Doucette, Under Secretary for Lands and Register General for New South Wales, certify that this negative is a photograph of a permanent record as a document in my custody this day.

16th May 1992



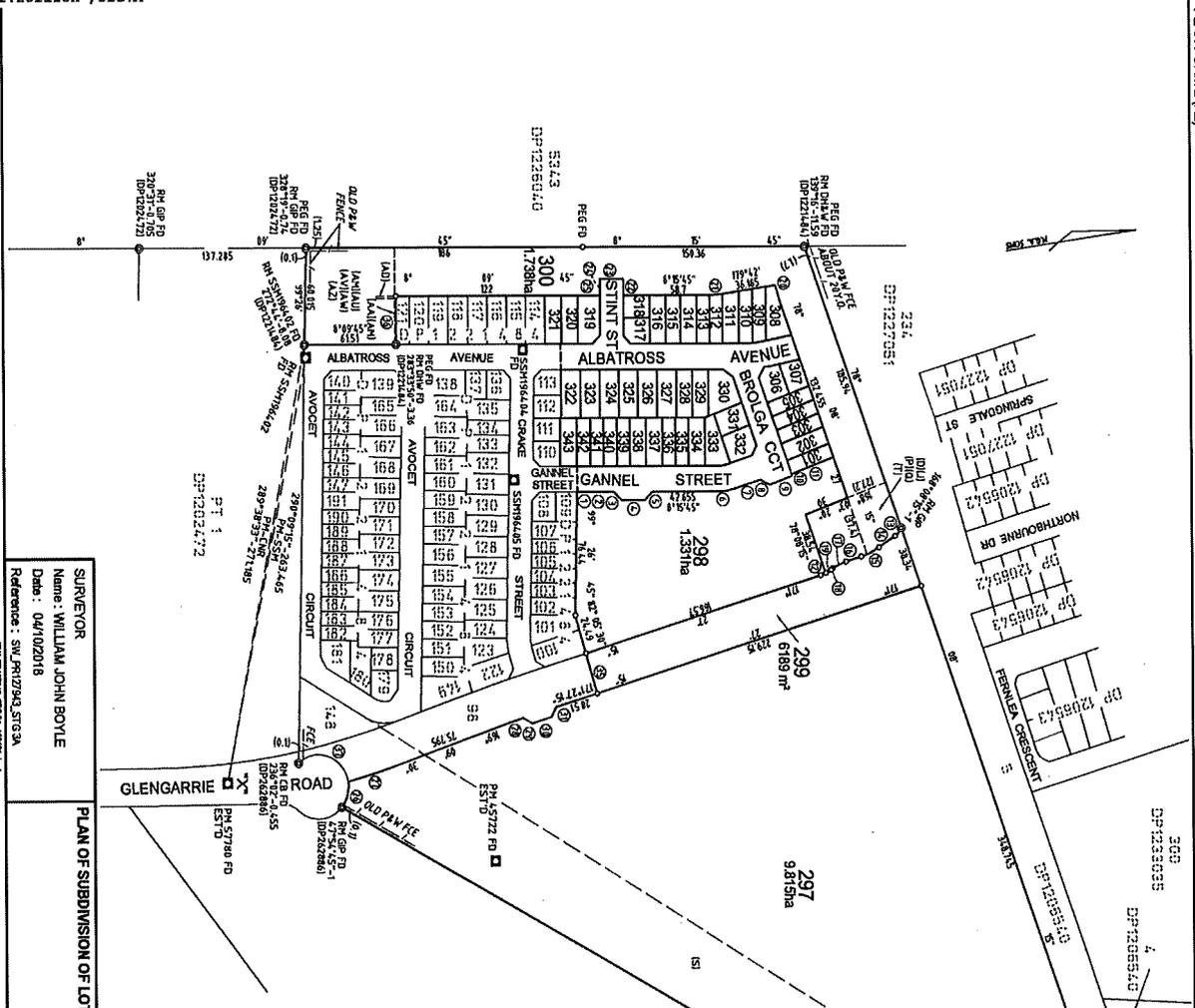
NOTED: SETTING OUT INTEREST CLAIMS
REMARKS TO RECORD BY COMMISSIONERS AGY
IN LANDS WITH - DA202806
31/5/1992

PLAN FORM 2 (A2)

DP-1238980

WARNING: Clearing or felling will lead to objection

SCALE: As per 1 of 3 Sheets



SURVEYOR
 Name : WILLIAM JOHN BOYLE
 Date : 04/10/2018
 Reference : SW_PRT2943_ST93A
 SW_PRT2943_ST93A

PLAN OF SUBDIVISION OF LOT 99 IN DP-1221404

LGA : BLACKTOWN
 Locality : MARSDEN PARK
 Reduction Ratio 1 : 2000
 Lengths are in metres.

REGISTERED
 06.02.2019

DP1238980

MARK	EASTING	NORTHING	HGA CO-ORDINATES			METHOD			HEIGHT DATUM			STATE
			CLASS	ORDER	HEIGHT	ORDER	CLASS	ORDER	CLASS	ORDER		
PH4572	298407.072	626895.281	B	2	FROM SCMS	31.872	L8	L2	SCMS ADAPTED	FOUND	FOUND	
PH4572	298114.722	626864.522	B	2	FROM SCMS	30.216	L8	L2	FROM SCMS	FOUND	FOUND	
PH5730	298032.029	626827.312	B	2	FROM SCMS	30.1	E	5	VALIDATION	FOUND	FOUND	
SS9704079	297874.524	626868.839	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704078	297874.524	626875.432	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704077	297874.524	626882.025	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704076	297874.524	626888.618	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704075	297874.524	626895.211	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704074	297874.524	626901.804	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704073	297874.524	626908.397	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704072	297874.524	626914.990	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704071	297874.524	626921.583	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704070	297874.524	626928.176	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704069	297874.524	626934.769	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704068	297874.524	626941.362	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704067	297874.524	626947.955	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704066	297874.524	626954.548	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704065	297874.524	626961.141	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704064	297874.524	626967.734	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704063	297874.524	626974.327	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704062	297874.524	626980.920	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704061	297874.524	626987.513	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704060	297874.524	626994.106	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704059	297874.524	626999.699	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704058	297874.524	627006.292	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704057	297874.524	627012.885	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704056	297874.524	627019.478	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
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SS9704054	297874.524	627032.664	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704053	297874.524	627039.257	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
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SS9704050	297874.524	627059.036	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704049	297874.524	627065.629	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704048	297874.524	627072.222	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704047	297874.524	627078.815	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704046	297874.524	627085.408	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704045	297874.524	627092.001	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704044	297874.524	627098.594	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704043	297874.524	627105.187	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704042	297874.524	627111.780	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704041	297874.524	627118.373	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704040	297874.524	627124.966	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704039	297874.524	627131.559	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704038	297874.524	627138.152	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704037	297874.524	627144.745	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704036	297874.524	627151.338	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704035	297874.524	627157.931	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704034	297874.524	627164.524	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704033	297874.524	627171.117	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704032	297874.524	627177.710	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704031	297874.524	627184.303	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704030	297874.524	627190.896	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704029	297874.524	627197.489	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704028	297874.524	627204.082	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704027	297874.524	627210.675	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704026	297874.524	627217.268	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
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SS9704023	297874.524	627237.047	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704022	297874.524	627243.640	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704021	297874.524	627250.233	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704020	297874.524	627256.826	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704019	297874.524	627263.419	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704018	297874.524	627270.012	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704017	297874.524	627276.605	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704016	297874.524	627283.198	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704015	297874.524	627289.791	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704014	297874.524	627296.384	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704013	297874.524	627302.977	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704012	297874.524	627309.570	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704011	297874.524	627316.163	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704010	297874.524	627322.756	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704009	297874.524	627329.349	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704008	297874.524	627335.942	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704007	297874.524	627342.535	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704006	297874.524	627349.128	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704005	297874.524	627355.721	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704004	297874.524	627362.314	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704003	297874.524	627368.907	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704002	297874.524	627375.500	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704001	297874.524	627382.093	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	
SS9704000	297874.524	627388.686	D	N/A	CADASTRAL TRAVERSE	30.193	LD	N/A	N/A	PLACED	PLACED	

- (A1) EASTMENT FOR ACCESS AND MAINTENANCE (3 WIDE DP1221404) (NO.20)
- (A2) EASTMENT FOR BURN WATER (3 WIDE DP1221404) (NO.21)
- (A3) POSITIVE COVARIANT (NO.22)
- (A4) POSITIVE COVARIANT (NO.23)
- (A5) POSITIVE COVARIANT (NO.24)
- (A6) POSITIVE COVARIANT (NO.25)
- (A7) POSITIVE COVARIANT (NO.26)
- (A8) POSITIVE COVARIANT (NO.27)
- (A9) POSITIVE COVARIANT (NO.28)
- (A10) POSITIVE COVARIANT (NO.29)
- (A11) POSITIVE COVARIANT (NO.30)
- (A12) POSITIVE COVARIANT (NO.31)
- (A13) POSITIVE COVARIANT (NO.32)
- (A14) POSITIVE COVARIANT (NO.33)
- (A15) POSITIVE COVARIANT (NO.34)
- (A16) POSITIVE COVARIANT (NO.35)
- (A17) POSITIVE COVARIANT (NO.36)
- (A18) POSITIVE COVARIANT (NO.37)
- (A19) POSITIVE COVARIANT (NO.38)
- (A20) POSITIVE COVARIANT (NO.39)
- (A21) POSITIVE COVARIANT (NO.40)
- (A22) POSITIVE COVARIANT (NO.41)
- (A23) POSITIVE COVARIANT (NO.42)
- (A24) POSITIVE COVARIANT (NO.43)
- (A25) POSITIVE COVARIANT (NO.44)
- (A26) POSITIVE COVARIANT (NO.45)
- (A27) POSITIVE COVARIANT (NO.46)
- (A28) POSITIVE COVARIANT (NO.47)
- (A29) POSITIVE COVARIANT (NO.48)
- (A30) POSITIVE COVARIANT (NO.49)
- (A31) POSITIVE COVARIANT (NO.50)
- (A32) POSITIVE COVARIANT (NO.51)
- (A33) POSITIVE COVARIANT (NO.52)
- (A34) POSITIVE COVARIANT (NO.53)
- (A35) POSITIVE COVARIANT (NO.54

PLAN FORM 12 (A2)

DP-1238980

WARNING: Crossing or Poking will lead to rejection

LMXL

Sheet

2 of 3 Sheets

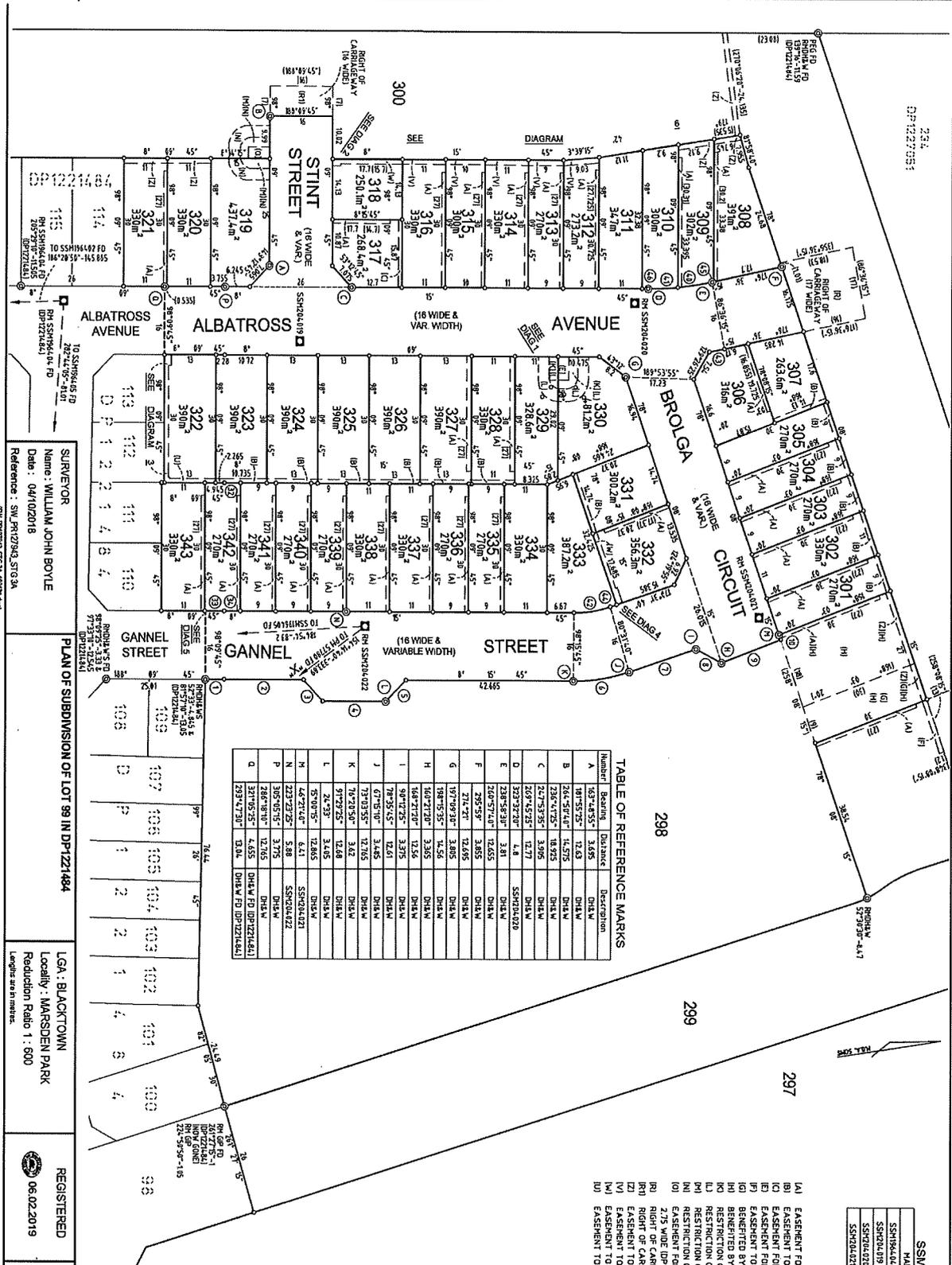


TABLE OF REFERENCE MARKS

Number	Bearing	Distance	Description
A	63°48'55"	3.685	DR&W
B	61°55'25"	12.63	DR&W
C	264°56'44"	14.575	DR&W
D	236°41'25"	18.923	DR&W
E	247°53'36"	3.995	DR&W
F	269°44'23"	12.77	DR&W
G	329°32'20"	4.8	SSR204/022
H	238°58'30"	3.81	DR&W
I	240°57'44"	12.655	DR&W
J	285°59'	3.885	DR&W
K	274°27'	12.695	DR&W
L	197°09'30"	3.805	DR&W
M	198°15'35"	14.56	DR&W
N	160°21'00"	3.365	DR&W
O	168°21'00"	12.56	DR&W
P	168°21'00"	3.365	DR&W
Q	194°27'25"	3.375	DR&W
R	194°27'25"	12.61	DR&W
S	179°03'50"	3.445	DR&W
T	179°03'50"	12.65	DR&W
U	179°03'50"	3.42	DR&W
V	179°03'50"	12.65	DR&W
W	179°03'50"	3.42	DR&W
X	179°03'50"	12.65	DR&W
Y	179°03'50"	3.42	DR&W
Z	179°03'50"	12.65	DR&W
AA	179°03'50"	3.42	DR&W
AB	179°03'50"	12.65	DR&W
AC	179°03'50"	3.42	DR&W
AD	179°03'50"	12.65	DR&W
AE	179°03'50"	3.42	DR&W
AF	179°03'50"	12.65	DR&W
AG	179°03'50"	3.42	DR&W
AH	179°03'50"	12.65	DR&W
AI	179°03'50"	3.42	DR&W
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AW	179°03'50"	3.42	DR&W
AX	179°03'50"	12.65	DR&W
AY	179°03'50"	3.42	DR&W
AZ	179°03'50"	12.65	DR&W
BA	179°03'50"	3.42	DR&W
BB	179°03'50"	12.65	DR&W
BC	179°03'50"	3.42	DR&W
BD	179°03'50"	12.65	DR&W
BE	179°03'50"	3.42	DR&W
BF	179°03'50"	12.65	DR&W
BG	179°03'50"	3.42	DR&W
BH	179°03'50"	12.65	DR&W
BI	179°03'50"	3.42	DR&W
BJ	179°03'50"	12.65	DR&W
BK	179°03'50"	3.42	DR&W
BL	179°03'50"	12.65	DR&W
BM	179°03'50"	3.42	DR&W
BN	179°03'50"	12.65	DR&W
BO	179°03'50"	3.42	DR&W
BP	179°03'50"	12.65	DR&W
BQ	179°03'50"	3.42	DR&W
BR	179°03'50"	12.65	DR&W
BS	179°03'50"	3.42	DR&W
BT	179°03'50"	12.65	DR&W
BU	179°03'50"	3.42	DR&W
BV	179°03'50"	12.65	DR&W
BW	179°03'50"	3.42	DR&W
BX	179°03'50"	12.65	DR&W
BY	179°03'50"	3.42	DR&W
BZ	179°03'50"	12.65	DR&W
CA	179°03'50"	3.42	DR&W
CB	179°03'50"	12.65	DR&W
CC	179°03'50"	3.42	DR&W
CD	179°03'50"	12.65	DR&W
CE	179°03'50"	3.42	DR&W
CF	179°03'50"	12.65	DR&W
CG	179°03'50"	3.42	DR&W
CH	179°03'50"	12.65	DR&W
CI	179°03'50"	3.42	DR&W
CJ	179°03'50"	12.65	DR&W
CK	179°03'50"	3.42	DR&W
CL	179°03'50"	12.65	DR&W
CM	179°03'50"	3.42	DR&W
CN	179°03'50"	12.65	DR&W
CO	179°03'50"	3.42	DR&W
CP	179°03'50"	12.65	DR&W
CQ	179°03'50"	3.42	DR&W
CR	179°03'50"	12.65	DR&W
CS	179°03'50"	3.42	DR&W
CT	179°03'50"	12.65	DR&W
CU	179°03'50"	3.42	DR&W
CV	179°03'50"	12.65	DR&W
CW	179°03'50"	3.42	DR&W
CX	179°03'50"	12.65	DR&W
CY	179°03'50"	3.42	DR&W
CA	179°03'50"	12.65	DR&W

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING (TENS)	ARC	RADIUS
1	87°03'50"	4.08	80
2	87°03'50"	20.275	80
3	53°51'55"	4.08	80
4	143°31'00"	11.65	80
5	359°23'44"	14.18	80
6	143°31'00"	11.65	80
7	87°03'50"	4.08	80
8	143°31'00"	11.65	80
9	143°31'00"	11.65	80
10	143°31'00"	11.65	80
11	143°31'00"	11.65	80
12	143°31'00"	11.65	80
13	143°31'00"	11.65	80
14	143°31'00"	11.65	80
15	143°31'00"	11.65	80
16	143°31'00"	11.65	80
17	143°31'00"	11.65	80
18	143°31'00"	11.65	80
19	143°31'00"	11.65	80
20	143°31'00"	11.65	80
21	143°31'00"	11.65	80
22	143°31'00"	11.65	80
23	143°31'00"	11.65	80
24	143°31'00"	11.65	80
25	143°31'00"	11.65	80
26	143°31'00"	11.65	80
27	143°31'00"	11.65	80
28	143°31'00"	11.65	80
29	143°31'00"	11.65	80
30	143°31'00"	11.65	80
31	143°31'00"	11.65	80
32	143°31'00"	11.65	80
33	143°31'00"	11.65	80
34	143°31'00"	11.65	80
35	143°31'00"	11.65	80
36	143°31'00"	11.65	80
37	143°31'00"	11.65	80
38	143°31'00"	11.65	80
39	143°31'00"	11.65	80
40	143°31'00"	11.65	80
41	143°31'00"	11.65	80
42	143°31'00"	11.65	80
43	143°31'00"	11.65	80
44	143°31'00"	11.65	80
45	143°31'00"	11.65	80
46	143°31'00"	11.65	80
47	143°31'00"	11.65	80
48	143°31'00"	11.65	80
49	143°31'00"	11.65	80
50	143°31'00"	11.65	80

SURVEYOR
 Name: WILLIAM JOHN BOYLE
 Date: 04/10/2018
 Reference: SW, P123898, STR 3A

PLAN OF SUBDIVISION OF LOT 89 IN DP-1231464

LGA: BLACKTOWN
 Locality: MARSDEN PARK
 Reduction Ratio: 1:600

REGISTERED
 06/02/2019

DP1238980

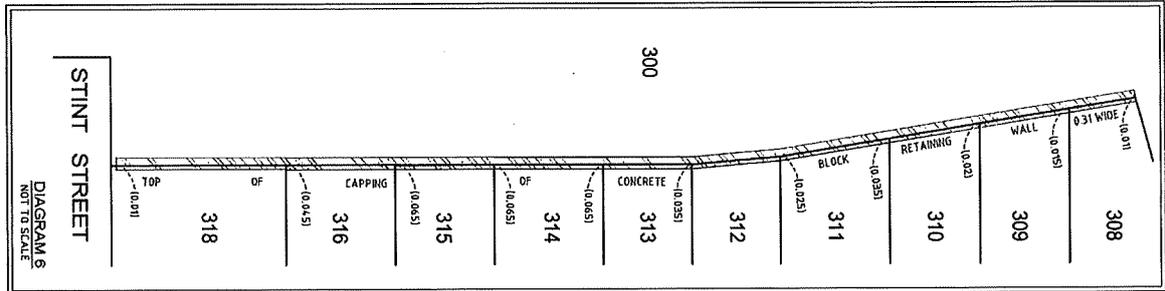
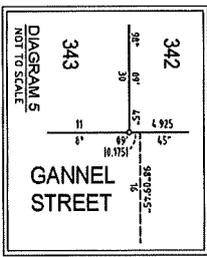
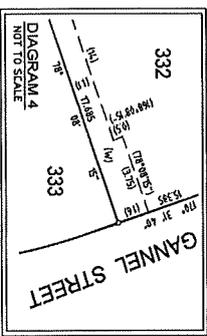
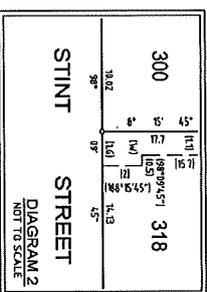
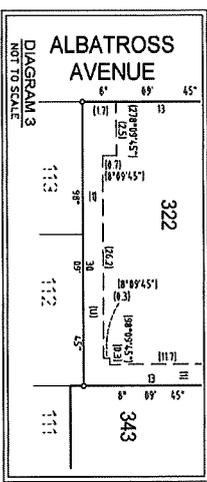
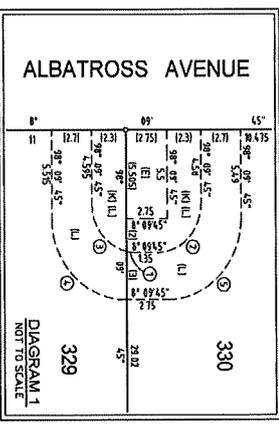


TABLE OF SHORT AND CURVED EASEMENT LINES

NUMBER	BOUNDARY	ARC LENGTH	CURVED DISTANCE	CURVED BEARING
1	3	0.705	0.705	194°52'30"
2	3	4.71	4.245	143°09'45"
3	3	4.005	3.715	239°54'30"
4	5	7.855	7.07	239°09'45"
5	5	7.855	7.07	143°09'45"

- (E) EASEMENT FOR PARAPET SUBSTATION 275 WIDE
- (N) EASEMENT FOR NEIGHBOURHOOD (NO.2)
- (U) RESTRICTION ON THE USE OF LAND (NO.2)
- (W) EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE WIDTH
- (M) EASEMENT TO DRAIN WATER 1.1 WIDE & 1.6 WIDE



SURVEYOR
 Name: WILLIAM JOHN BOYLE
 Date: 04/10/2018
 Reference: SW_PRT1238980_S1033A

PLAN OF SUBDIVISION OF LOT 99 IN DP1234484

LGA: BLACKTOWN
 Locality: MARSDEN PARK
 Reduction Ratio: 1:NA
 Longlines are in meters.

REGISTERED
 06/02/2019

DP1238980

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered :  06.02.2019 Title System : TORRENS	Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1238980</div> Office Use Only	
PLAN OF SUBDIVISION OF LOT 99 IN DP1221484	LGA : BLACKTOWN Locality : MARSDEN PARK Parish : ROOTY HILL County : CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>WILLIAM JOHN BOYLE</u> of <u>RPS Australia East Pty Ltd PO BOX 6843 BAULKHAM HILLS 2153</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>04/10/2018</u> , or *(b) The part of the land shown in the plan ("being" excluding ") was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 04/10/2018, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>"X"-"Y"</u> Type: <u>*Urban /Rural</u> The terrain is <u>*Level-Undulating / Steep-Mountainous</u> . Signature: <u>W. J. Boyle</u> Dated: <u>6/11/2018</u> Surveyor Identification No. <u>6275</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation DP1221484 DP262886 DP1202472 DP1206540 DP616003	<p style="text-align: center;">Subdivision Certificate</p> I, <u>JUDITH PORTELLI</u> *Authorised Person *General Manager *Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>J. Portelli</u> Accreditation number: <u>N/A</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of endorsement: <u>25.1.17</u> Subdivision Certificate number: <u>SC-18-00109</u> File number: <u>DA-16-01936</u> *Strike through if inapplicable.	
Surveyor's Reference : SW_PR127943_STG 3A (SW_PR127943_STG 3A_181203.dwg)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Registered:  06.02.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 99 IN DP1221484	DP1238980	
Subdivision Certificate number: SC-18-00209	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Date of Endorsement: 25.1.19		
Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to create: <ol style="list-style-type: none"> 1. Easement to Drain Water 1 Wide (B) 2. Easement for Access and Maintenance 0.9 Wide (A) 3. Restriction on the Use of Land 4. Right of Carriageway 17 Wide (R) 5. Restriction on the Use of Land 6. Easement for Padmount Substation 2.75 Wide (E) 7. Restriction on the Use of Land (K) 8. Restriction on the Use of Land (L) 9. Restriction on the use of Land 10. Restriction on the Use of Land 11. Easement for Access and Maintenance 0.9 Wide (C) 12. Restriction on the Use of Land 13. Easement to Drain Water 1.2 Wide (F) 14. Restriction on the Use of Land (D) 15. Positive Covenant (J) 16. Restriction on the Use of Land (P) 17. Positive Covenant (Q) 18. Easement to Drain Water Variable Width (T) 19. Right of Carriageway 16 Wide (R1) 20. Easement to Drain Water 1.2 Wide (Z) 21. Easement to Drain Water 1.3 Wide (V) 22. Easement to Drain Water 1.1 Wide & 1.6 Wide (W) 23. Easement to Drain Water 1 Wide & Variable Width (U) 		
Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to release: <ol style="list-style-type: none"> 1. Easement for Underground Cables 1.2 Wide (DP 1221484) 		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: SW_PR127943_STG 3A (SW_PR127943_STG 3A_190131 ST NAME.dwg)		

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 3 of 4 sheet(s)				
Office Use Only				Office Use Only					
Registered:  06.02.2019		<h1>DP1238980</h1>							
PLAN OF SUBDIVISION OF LOT 99 IN DP1221484		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 							
Subdivision Certificate number: SC-18-00209									
Date of Endorsement: 25-1-19									
STREET ADDRESSES					STREET ADDRESSES				
Lot	Street Number	Street Name	Street Type	Locality	Lot	Street Number	Street Name	Street Type	Locality
297	N/A	N/A	N/A	N/A	323	27	ALBATROSS	AVENUE	MARSDEN PARK
298	N/A	N/A	N/A	N/A	324	25	ALBATROSS	AVENUE	MARSDEN PARK
299	N/A	N/A	N/A	N/A	325	23	ALBATROSS	AVENUE	MARSDEN PARK
300	N/A	N/A	N/A	N/A	326	21	ALBATROSS	AVENUE	MARSDEN PARK
301	11	BROLGA	CIRCUIT	MARSDEN PARK	327	19	ALBATROSS	AVENUE	MARSDEN PARK
302	9	BROLGA	CIRCUIT	MARSDEN PARK	328	17	ALBATROSS	AVENUE	MARSDEN PARK
303	7	BROLGA	CIRCUIT	MARSDEN PARK	329	15	ALBATROSS	AVENUE	MARSDEN PARK
304	5	BROLGA	CIRCUIT	MARSDEN PARK	330	2	BROLGA	CIRCUIT	MARSDEN PARK
305	3	BROLGA	CIRCUIT	MARSDEN PARK	331	4	BROLGA	CIRCUIT	MARSDEN PARK
306	1	BROLGA	CIRCUIT	MARSDEN PARK	332	2	GANNEL	STREET	MARSDEN PARK
307	7	ALBATROSS	AVENUE	MARSDEN PARK	333	4	GANNEL	STREET	MARSDEN PARK
308	8	ALBATROSS	AVENUE	MARSDEN PARK	334	6	GANNEL	STREET	MARSDEN PARK
309	10	ALBATROSS	AVENUE	MARSDEN PARK	335	8	GANNEL	STREET	MARSDEN PARK
310	12	ALBATROSS	AVENUE	MARSDEN PARK	336	10	GANNEL	STREET	MARSDEN PARK
311	14	ALBATROSS	AVENUE	MARSDEN PARK	337	12	GANNEL	STREET	MARSDEN PARK
312	16	ALBATROSS	AVENUE	MARSDEN PARK	338	14	GANNEL	STREET	MARSDEN PARK
313	18	ALBATROSS	AVENUE	MARSDEN PARK	339	16	GANNEL	STREET	MARSDEN PARK
314	20	ALBATROSS	AVENUE	MARSDEN PARK	340	18	GANNEL	STREET	MARSDEN PARK
315	22	ALBATROSS	AVENUE	MARSDEN PARK	341	20	GANNEL	STREET	MARSDEN PARK
316	24	ALBATROSS	AVENUE	MARSDEN PARK	342	22	GANNEL	STREET	MARSDEN PARK
317	26	ALBATROSS	AVENUE	MARSDEN PARK	343	24	GANNEL	STREET	MARSDEN PARK
318	4	STINT	STREET	MARSDEN PARK					
319	28	ALBATROSS	AVENUE	MARSDEN PARK					
320	30	ALBATROSS	AVENUE	MARSDEN PARK					
321	32	ALBATROSS	AVENUE	MARSDEN PARK					
322	29	ALBATROSS	AVENUE	MARSDEN PARK					
If space is insufficient use additional annexure sheet									
Surveyor's Reference: SW_PR127943_STG 3A (SW_PR127943_STG 3A_190131 ST NAME.dwg)									

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)																											
Registered: 06.02.2019	Office Use Only	Office Use Only																											
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<p>SIGNATURES</p> <p>Executed by the Attorney for and on behalf of RC Real No 7 Pty Limited ACN 602 861 003</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"> Signature of witness: THANH PHUONG NGUYEN </td> <td style="width:33%; text-align: center;"> Signature of Attorney Nicholas William Chandler </td> <td style="width:33%; text-align: center;"> Neala Fraser </td> </tr> <tr> <td colspan="3"> A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW </td> </tr> <tr> <td style="border-top: 1px solid black;"> Address of witness: </td> <td style="border-top: 1px solid black;"> Book: 4752 No: 587 Power of Attorney </td> <td></td> </tr> </table> <p>Executed by the Attorney for and on behalf of Fort Meyers Pty Limited ACN 616 439 260 in relation to Mortgage AM636259</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"> Signature of witness: THANH PHUONG NGUYEN </td> <td style="width:33%; text-align: center;"> Signature of Attorney Nicholas William Chandler </td> <td style="width:33%; text-align: center;"> Neala Fraser </td> </tr> <tr> <td colspan="3"> A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW </td> </tr> <tr> <td style="border-top: 1px solid black;"> Address of witness: </td> <td style="border-top: 1px solid black;"> Book: 4752 No: 616 Power of Attorney </td> <td></td> </tr> </table> <p>Executed by the Attorney for and on behalf of Rawson Group Pty Limited ACN 000 382 329 in relation to Mortgage AN926558</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"> Signature of witness: THANH PHUONG NGUYEN </td> <td style="width:33%; text-align: center;"> Signature of Attorney Nicholas William Chandler </td> <td style="width:33%; text-align: center;"> Neala Fraser </td> </tr> <tr> <td colspan="3"> A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW </td> </tr> <tr> <td style="border-top: 1px solid black;"> Address of witness: </td> <td style="border-top: 1px solid black;"> Book: 4752 No: 607 Power of Attorney </td> <td></td> </tr> </table> <p style="text-align: center; margin-top: 10px;">If space is insufficient use additional annexure sheet</p>			 Signature of witness: THANH PHUONG NGUYEN	 Signature of Attorney Nicholas William Chandler	 Neala Fraser	A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW			Address of witness:	Book: 4752 No: 587 Power of Attorney		 Signature of witness: THANH PHUONG NGUYEN	 Signature of Attorney Nicholas William Chandler	 Neala Fraser	A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW			Address of witness:	Book: 4752 No: 616 Power of Attorney		 Signature of witness: THANH PHUONG NGUYEN	 Signature of Attorney Nicholas William Chandler	 Neala Fraser	A Justice of the Peace in and for the State of NSW #220542 Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW			Address of witness:	Book: 4752 No: 607 Power of Attorney	
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Surveyor's Reference: SW_PR127943_STG 3A (SW_PR127943_STG 3A_181218.dwg)																													

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

(Sheet 1 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision Lot 99 in DP1221484
 Covered by Subdivision Certificate
 No ~~00109~~ of 2018

Full name and address of the owner of the land:

RC Resi No 7 Pty Limited ACN 602 861 003
 Building F, Level 2, Suite 1
 1 Homebush Bay Drive
 RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the Intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1 Wide (B)	301 302 303 304 305 306 307 323 324 325 326 327 328 331	302-307 inclusive 303-307 inclusive 304-307 inclusive 305-307 inclusive 306,307 306 324-329 inclusive 325-329 inclusive 326-329 inclusive 327-329 inclusive 328, 329 329 330
2	Easement for Access and Maintenance 0.9 Wide (A)	298 300 301 302 303 304 306 308 309 312 313	301 Part Lot 298 Denoted (G) 302 303 304 305 307 309 310 311 312

Approved by Blacktown City Council


 Authorised Officer

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484

Covered by Subdivision Certificate

No **00109** of **2018**

Number of Item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		314 315 316 317 321 327 328 332 335 336 337 338 339 340 341 342 343	313 314 315 318 320 328 329 331 334 335 336 337 338 339 340 341 342
3	Restriction on the Use of Land	Each of 301-343 inclusive	Blacktown City Council
4	Right of Carriageway 17 Wide (R)	Part Lot 300 Designated (R)	Blacktown City Council
5	Restriction on the Use of Land	301,303-305 inclusive, 307,312, 313,315, 317,318, 335, 336, 339-342 inclusive	Blacktown City Council
6	Easement for Padmount Substation 2.75 Wide (E)	330	Epsilon Distribution Ministerial Holding Corporation

Approved by Blacktown City Council



Authorised Officer

(Sheet 3 of 18 sheets)

Plan:
DP1238980

Plan of Subdivision of Lot 99 in DP1221484
 Covered by Subdivision Certificate
 No ~~00104~~ of 2018

Number of Item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
7	Restriction on the Use of Land (K)	Part Lot 329 Designated (K) Part Lot 330 Designated (K)	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land (L)	Part Lot 329 Designated (L) Part Lot 330 Designated (L)	Epsilon Distribution Ministerial Holding Corporation
9	Restriction on the Use of land	297 299 300	Blacktown City Council
10	Restriction on the Use of Land	Lots 301 – 343 inclusive	Blacktown City Council
11	Easement for Access and Maintenance 0.9 wide (C)	317	316
12	Restriction on the Use of Land	Each Lot except 297, 298, 299 & 300	Blacktown City Council
13	Easement to Drain Water 1.2 Wide (F)	300	Part Lot 298 Denoted (H) 301-307 Inclusive
14	Restriction on the Use of Land (D)	Part of Lot 300 Designated (D)	Blacktown City Council
15	Positive Covenant (J)	Part of Lot 300 Designated (J)	Blacktown City Council

Approved by Blacktown City Council _____


 Authorised Officer

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
 Covered by Subdivision Certificate
 No 00109 of 2018

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
16	Restriction on the Use of Land (P)	Part of Lot 300 Designated (P)	Blacktown City Council
17	Positive Covenant (Q)	Part of Lot 300 Designated (Q)	Blacktown City Council
18	Easement to Drain Water Variable Width (T)	Part of Lot 300 Designated (T)	Blacktown City Council
19	Right of Carriageway 16 wide (R1)	Part Lot 300 Designated (R1)	Blacktown City Council
20	Easement to Drain Water 1.2 Wide (Z)	298 300 308 309 320 321	301-307 inclusive 308-310 inclusive 309,310 310 319 319,320
21	Easement to Drain Water 1.3 Wide (V)	312 313 314 315 316	311 311,312 311-313 inclusive 311-314 inclusive 311-315 inclusive
22	Easement to Drain Water 1.1 Wide & 1.6 Wide (W)	318 332	311-316 inclusive 330-331 inclusive
23	Easement to Drain 1 Wide & Variable Width (U)	322	323-329 inclusive

Approved by Blacktown City Council



Authorised Officer

(Sheet 5 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identify of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Underground Cables 1.2 wide (DP1221484)	99/1221484	Epsilon Distribution Ministerial Holding Corporation

Part 2 (Terms)

1. 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

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

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

In exercising those power's the proprietor of the lot benefited must:

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

the proprietor of the burdened lot shall not erect any building or other structure of any kind on or over the site of the easement.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the parties.

Approved by Blacktown City Council _____


Authorised Officer

(Sheet 6 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No ~~00109~~ of 2018

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

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

Name of Authority 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

The proprietor of the benefited lot and every person authorised by him may go, pass and repass at all times and for all purposes with or without animals or vehicles or both to or from the site of the easement provided that this right of carriageway is a temporary right.

Council will raise no objection to the extinguishing of this Right of Carriageway upon construction and dedication of a public road providing vehicular access to the benefited lot.

Name of Authority whose consent is required 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

No building is to be constructed on the subject lot unless it is constructed within the specified building envelope which has been previously endorsed by Council under Building Envelope Plan Ref.127943 Building Env - P3 drawing 170501, Sheet 1 issue R and held on File DA-16-04936 (or any subsequent amendments approved by Blacktown City Council).

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.

The terms set out in Memorandum No AK104621 ~~registered at Land & Property Information NSW~~ are incorporated into this document, subject to replacing 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Approved by Blacktown City Council



Authorised Officer

(Sheet 7 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00109 of 2018

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

Epsilon Distribution Ministerial Holding Corporation

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

1.0 Definitions:

1.1 120/120/120 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.

1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 erect includes construct, install, build and maintain.

1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

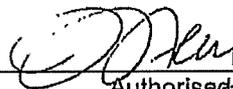
3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

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

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

Approved by Blacktown City Council



Authorised Officer

(Sheet 8 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

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

Epsilon Distribution Ministerial Holding Corporation

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

1.0 Definitions:

1.1 erect includes construct, install, build and maintain.

1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

No further development of the lot burdened is to take place unless it is approved by development consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 94 Contributions

Approved by Blacktown City Council _____



Authorised Officer

(Sheet 9 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No ~~00109~~ of ~~2018~~

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

Blacktown City Council

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

No building shall be erected on the lot hereby burdened unless such building is designed and constructed to withstand the effects of the moderately saline and mildly aggressive soils that have been identified on the lot in accordance with the report from GeoEnviro Consultancy Pty Ltd dated 28th September 2018 reference JT17914D-r2.

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

Blacktown City Council

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

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

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

In exercising those powers the proprietor of the lot benefited must:

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

the proprietor of the burdened lot shall not erect any building or other structure of any kind on or over the site of the easement.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the parties.

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

Blacktown City Council

Approved by Blacktown City Council _____



Authorised Officer

(Sheet 10 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No **00209** of **2018**

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

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

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

Blacktown City Council

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

Blacktown City Council

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

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

- (a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the system.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No. CC-17-02407 on 8th June 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

Blacktown City Council

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s), that they will:

Approved by Blacktown City Council _____



Authorised Officer

(Sheet 11 of 18 sheets)

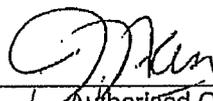
Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No **00109** of **2018**

- (a) Keep the system clean and free from silt, rubbish and debris.
 - (b) Maintain and repair the device at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "Operation & Maintenance Manual - Detention & Bioretention Basin" prepared by Cardno on the 18th June 2018 (reference 80216064-17-0418). A copy of this Schedule is available to all owners and occupiers of the burdened lot(s)
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
 - (e) Notify Council in writing after each programmed maintenance inspection.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(d) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issues of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

Approved by Blacktown City Council _____


Authorised Officer

(Sheet 12 of 18 sheets)

Plan:

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Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No ~~00109~~ of 2018

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No. CC-17-02407 on 8th June 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.

Blacktown City Council

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

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, "the device" means the bio-filtration basin stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No. CC-17-02407 on 8th June 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.

Blacktown City Council

17. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

- 1) The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:
 - a) Keep the device clean and free from silt, rubbish and debris
 - b) Maintain and repair the device at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "Operation & Maintenance Manual - Detention

Approved by Blacktown City Council _____



Authorised Officer

(Sheet 13 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No ~~00109~~ of 2018

& Bioretention Basin" prepared by Cardno on the 18th June 2018. (reference 80216064-17-0418). A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

- c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - d) Provide to council each year on or before 1 September an annual maintenance report ("Report") outlining all maintenance undertaken on the device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
- 2) Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i) Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the act or obtaining any injunction pursuant to Section 88H of the Act.
- 3) This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, "the device" means the bio-filtration basin stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No. CC-17-02407 on 8th June 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

Approved by Blacktown City Council _____



Authorised Officer

(Sheet 14 of 18 sheets)

Plan:
DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 17 in the plan.

Blacktown City Council

18. Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 18 in the plan.

Blacktown City Council

19. Terms of easement, profit à prendre, restriction or positive covenant numbered 19 in the plan

The proprietor of the benefited lot and every person authorised by him may go, pass and repass at all times and for all purposes with or without animals or vehicles or both to or from the site of the easement provided that this right of carriageway is a temporary right.

Council will raise no objection to the extinguishing of this Right of Carriageway upon construction and dedication of a public road providing vehicular access to the benefited lot.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 19 in the plan.

Blacktown City Council

20. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 20 in the plan.

Blacktown City Council

21. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 21 in the plan.

Blacktown City Council

22. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 22 in the plan.

Blacktown City Council

23. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 23 in the plan.

Blacktown City Council

Approved by Blacktown City Council



Authorised Officer

(Sheet 15 of 18 sheets)

Plan:

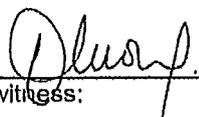
DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

SIGNATURES

Executed by the Attorney for and on behalf of RC Resi No 7 Pty Limited ACN 602 861 003

Signature of witness:



THANH PHUONG NGUYEN

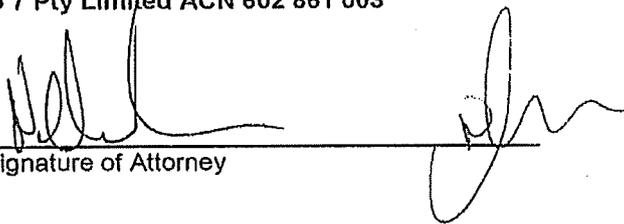
A Justice of the Peace in and for the State of NSW #220542

Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW

Name of witness:

Address of witness:

Signature of Attorney



Nicholas William Chandler

Name of Attorney

Neala Fraser

Book: 4752

Power of Attorney

No:

587

Approved by Blacktown City Council _____

Authorised Officer

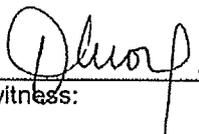
Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

SIGNATURES

Executed by the Attorney for and on behalf of Rawson Group Pty Limited ACN 000 382 329 in relation to Mortgage AN926558

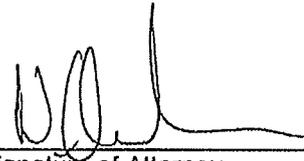


Signature of witness:

THANH PHUONG NGUYEN
A Justice of the Peace in and for the State of NSW #220542
Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW

Name of witness:

Address of witness:



Signature of Attorney

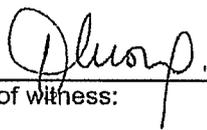
Nicholas William Chandler **Neala Fraser**

Name of Attorney

Book: 4752 No: 607

Power of Attorney

Executed by the Attorney for and on behalf of Fort Meyers Pty Limited ACN 616 439 260 in relation to Mortgage AM636259

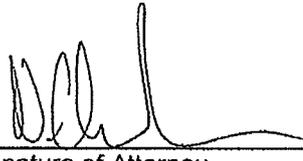


Signature of witness:

THANH PHUONG NGUYEN
A Justice of the Peace in and for the State of NSW #220542
Bldg F, Lvl 2, 1 Homebush Bay Drive, Rhodes NSW

Name of witness:

Address of witness:



Signature of Attorney

Nicholas William Chandler **Neala Fraser**

Name of Attorney

Book: 4752 No: 616

Power of Attorney

Approved by Blacktown City Council _____
Authorized Officer

(Sheet 17 of 18 sheets)

Plan:

DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No **00209** of **2018**

SIGNATURES

Approved by Blacktown City Council
by its authorised delegate pursuant to s377 Local Government Act 1993

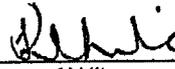


Signature of Authorised Officer

JUDITH PORTELLI

Name of Authorised Officer

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



Signature of Witness

KATHERINE UMILA

Name of Witness

C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148

Address of Witness

Approved by Blacktown City Council 

Authorised Officer

Plan:
DP1238980

Plan of Subdivision of Lot 99 in DP1221484
Covered by Subdivision Certificate
No 00209 of 2018

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

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

Signature of witness:

Ian Stewart Cousin

Signature of attorney:

[Handwritten Signature]

Name of Witness:

IAN STEWART COUSIN

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Power of attorney:
Book 4734 No 883

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

Endeavour Energy reference:

URS 20531

Date of signature:

8 October 2018

Approved by Blacktown City Council

[Handwritten Signature]
Authorised Officer

REGISTERED  06.02.2019

PR127943_PREC3A_88B_180918

Applicant Details

Your reference 223340

FLASH CONVEYANCING
PO BOX 628
RIVERSTONE NSW 2765

Certificate Details

Certificate no.	PL2022/08603	Fee: \$53.00
Date issued	14 June 2022	Urgency fee: N/A
Receipt no.	ePay Ref 221682	

Property information

Property ID	391169	Land ID	389719
Legal description	LOT 512 DP 1245976		
Address	45 RAINE AVENUE MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council 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 4 of the *Environmental Planning and Assessment Regulation 2000*.

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.

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.

This Note only applies to land affected by one or more of the previous State Environmental Planning Policies (SEPPs), where applicable:

- 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.

Please note that the above SEPPs were repealed on 1 March 2022. From the 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 Employment Area) 2009 applied.
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.

Any reference to repealed SEPPs numbered 1-6 above in this Certificate means either of the SEPPs identified above.

Note that the content of the SEPP has not changed.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment has placed on exhibition from 31 May 2022 details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

1.3 Other Applicable State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

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

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 29 October 2021 to 30 November 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Fun SEPP).

The amendment proposes to support hospitality, events and arts industries through the use of exempt and complying development. For more information visit <https://www.planningportal.nsw.gov.au/the-fun-SEPP>

- The 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 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 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 NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The 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 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.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

Attachment 2 applies if the site is or has been the subject of public consultation in relation to a proposed rezoning under an applicable Environmental Planning Instrument (including a Local Environmental Plan or State Environmental Planning Policy).

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

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

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. 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. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by Government authorities or Council. The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

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

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Bushfire - 100m buffer

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders**19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 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, and 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 accordance with Schedule 7 Savings and transitional provisions of Housing SEPP 2021.

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

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State 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.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

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 as either Exempt Development or approved under a fast track system known as Complying Development, 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.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The SEPP 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 which 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 SEPP contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

The Planning Systems SEPP:

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

The precincts in this SEPP are located in the Central River City.

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

The precincts in this SEPP are located in the Western Parkland City.

This 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 SEPP 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.
- which provides 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 SEPP contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three 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.

Attachment 2 – Proposed rezoning

There are no proposed zonings for this land

End of Certificate

SEWER SERVICE DIAGRAM

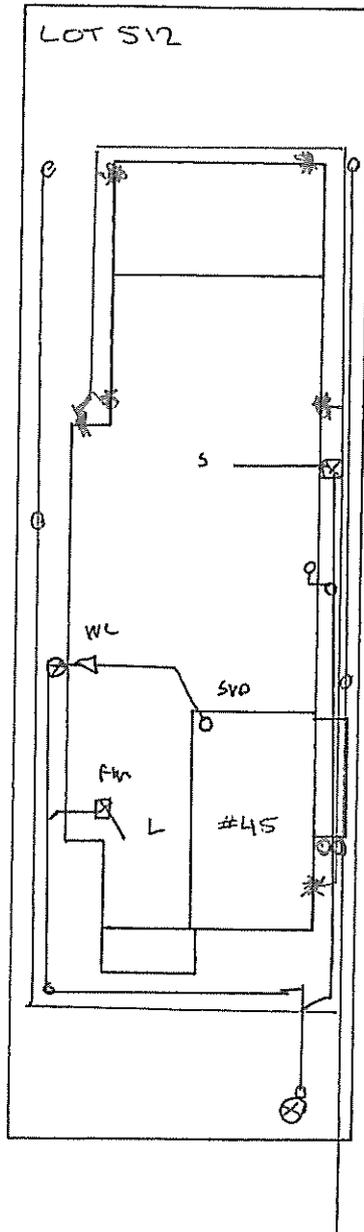
Lot No. S12 DP No. 1245976 House No. 45
 SUBURB OF MARSDEN PARK
 Licence No. L557
 Signature: [Handwritten Signature]

Street RAINE AVENUE
 LGA. BLACKTOWN
 SCALE 1:200 SSD No. _____
 Now / COC No. EA1550 Date 2-4-20

<ul style="list-style-type: none"> Boundary Trap Inspection Shaft Inspection Opening Gully FW Vertical Junction Sloped Junction On Back Junction 	<ul style="list-style-type: none"> AAV Air Admittance Valve B Basin Bth Bath Waste Bid Bidet CO Clean Out FW Floor Waste Gully Shr Shower S Sink (kitchen) 	<ul style="list-style-type: none"> BS Sink (bar) (L) Trough (laundry) WC Water Closet ○ Vert Vertical Pipe ○ WS Waste Stack ○ SVP Sewer Vent Pipe ○ V Vent Pipe IPMF Induct Pipe Mica Flap 	<ul style="list-style-type: none"> Chr Chamber Pit G Grease Interceptor Pump Unit OTS Onsite Treatment System R Reflux Valve Sealed Capped Point Prov Provisional (future) drain point
--	--	--	--

NOTES: • This diagram was supplied by the plumber/drainier whose licence number appears above.
 • It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. DN: 6363682
 • Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
 • Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

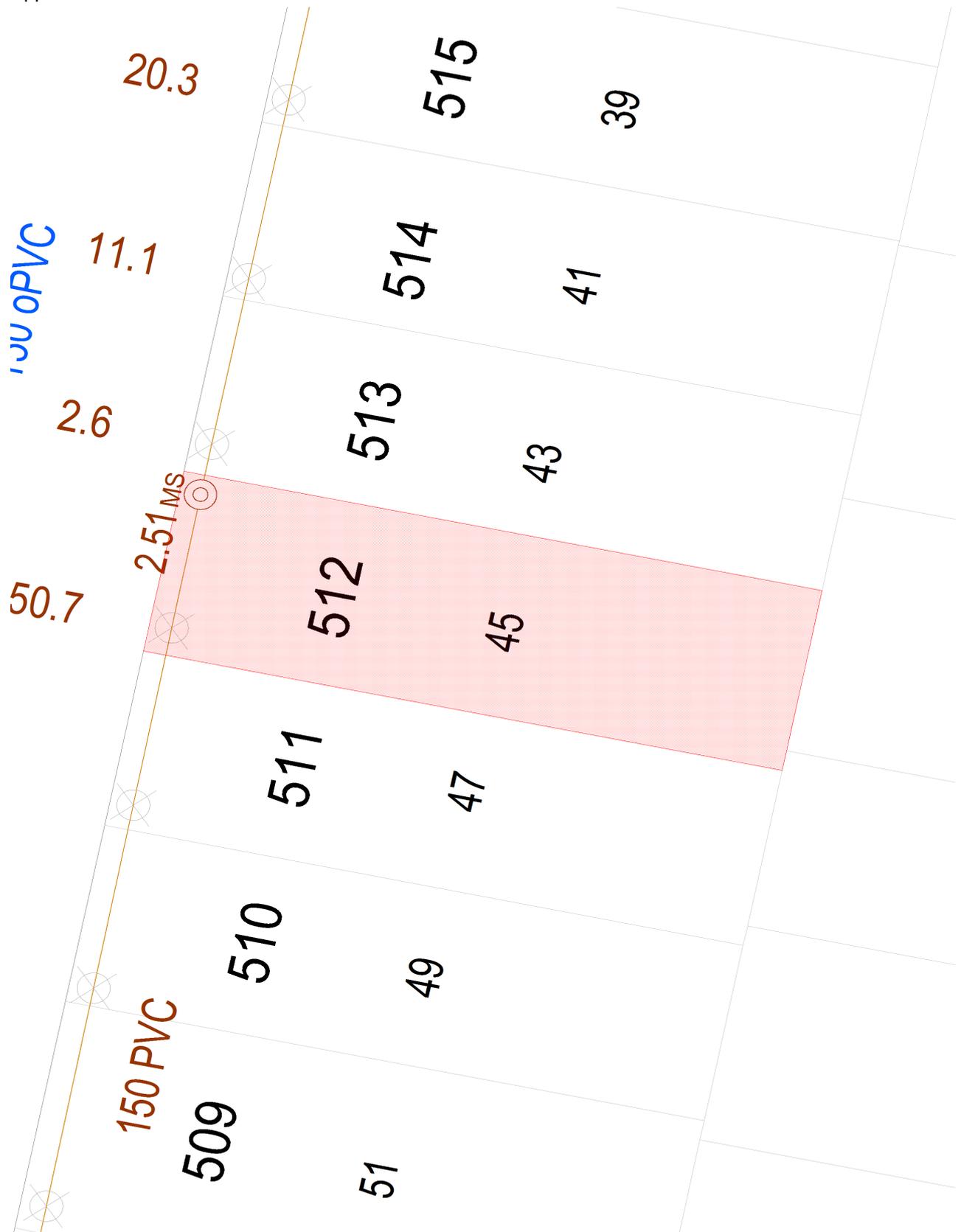
© State of New South Wales through NSW Fair Trading April 2014



A220
 2-4-20
 DN: 6363682
 AUDIP.

RAINE AVENUE

Service Location Print
Application Number: 8001731663



Document generated at 15-06-2022 11:00:16 AM

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

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

Further Information

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

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

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

Disclaimer

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Keylan James Earl and Madeliene Rae Perry
Purchaser:
Property: 45 Raine Avenue, Marsden Park NSW 2765
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*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. 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.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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* 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*.

16. 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?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (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* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
- 22.
- (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?
23. 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

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No:

Issued on:



Nathan Agius, General Manager, General Lines Underwriting

Signed on behalf of the insurer

icare™ HBCF

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.



Occupation Certificate No

172/20

Applicant

Keylan Earl and Madeleine Perry

Address

C/- Thrive Homes Rhodes NSW 2138

PO Box 3099

Contact No (Telephone/Fax)

02 8758 4812

Owner

Name

Keylan Earl and Madeleine Perry

Address

20/32-34 Essex Street Epping NSW 2121

Contact No (Telephone/Fax)

0447 063 006

Subject Land

Address

45 Raine Avenue Marsden Park 2765

Lot No

512

DP No:

1245976

Complying Development No.

172/20

Decision Date

19/02/2020

Description of Development

Two Storey Dwelling

Building Details

The building classification must be the same as that specified in the development consent or complying development certificate

Part of building	Whole
Use	Residential
BCA Class	1a
New/Existing	New

Date of Receipt

Date received (to be completed by)

11/02/2020

Determination

Type of certificate

Occupation Certificate

Approved / Refused

Approved

Date of Determination

11/08/2020

Attachments

- ~~Reason(s) for refusal~~
- ~~Final Fire Safety Certificate or Interim Fire Safety Certificate~~

Certificate 172/20

Premises 45 Raine Avenue Marsden Park
Applicant Keylan Earl and Madeleine Perry
Description of Development Two Storey Dwelling

Certificate

I Accredited Building Certifiers (NSW) Pty Ltd, Certify that

- I have been appointed as the principal certifier under S 109E.
- I have taken into consideration the health and safety of the occupants of the building.
- A current development consent/complying development certificate is in force with respect to the building.
- A current construction certificate or complying development certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building code of Australia.
- Where required, a final fire safety certificate has been issued for the building or an interim fire safety certificate has been issued for the relevant part of the building (see note 2).
- Where required, a report from the Commissioner of Fire Brigades has been Considered.

Condition

- Pursuant to clause 156A of the Environmental Planning and Assessment Regulation 2000 an Occupation Certificate must be obtained for the whole building within 5 years of the date of the first partial Occupation Certificate

Principal Certifier Accredited Building Certifiers (NSW) Pty Ltd

Accreditation No ABC 14

Contact No 02 4229 5309

Address 28 Auburn Street Wollongong

Date 11/08/2020

Signed

Steven Witheridge BPB0444

OCCUPATION CERTIFICATE REPORT

Complying Development

Lot No 512
DP No 1245976
Subject Land 45 Raine Avenue Marsden Park 2765
Description of Development Two Storey Dwelling
Complying Development Certificate No 172/20

Date	Description	Inspector	BPB No
12/02/2020	Site	Matthew Shepherd	BPB2485
25/03/2020	Post excavation/Pre-footing	Matthew Shepherd	BPB2485
27/03/2020	Slab	Matthew Shepherd	BPB2485
2/04/2020	Stormwater	Matthew Shepherd	BPB2485
3/06/2020	Framework	Matthew Shepherd	BPB2485
22/06/2020	Waterproofing	Matthew Shepherd	BPB2485
3/08/2020	Final	Matthew Shepherd	BPB2485

Certificates relied upon (if any - copies attached)

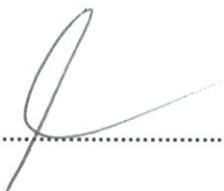
Basix Completion Receipt
Basix Compliance Certificate
Certificate on installation of smoke alarms
Certificate from structural engineer on reinforced concrete footings and slab (including piers)
Certificate on method of pest control
Certificate on Wet Area Flashing
Surveyors report on Location of building
Plumbing and drainage certificate
Stormwater Plan
Glazing Certificate
Certification by the Builder on all Bushfire Measures
Certificate on Slip Resistance to AS4586-2013

The Principal Certifier certifies that the subject stages of construction were inspected and found to be satisfactory and the development is completed in accordance with Council's Development Consent (approved plans, specifications and conditions)

PRINCIPAL CERTIFIER

Name of Principal Certifier Accredited Building Certifiers (NSW) Pty Ltd
Accreditation No ABC 14
Accreditation Body Building Professional Board
Date 11/08/2020

Signed

.....


Steven Witheridge BPB0444

