

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd ACN 153 345 665 PO Box 776, CHATSWOOD NSW 2057	Phone: (02) 9884 8969
vendor	Xiaobin WU	
vendor's solicitor	CKW & Associates Lawyers Suite 405, 2 Help Street, Chatswood NSW 2067 PO Box 1752, Chatswood NSW 2057	Phone: (02) 8456 3499 Email: info@ckwassociateslaw.com.au Fax: (02) 8088 6218 Ref: CC:P110/24
date for completion	56th day after the contract date	(clause 15)
land (address, plan details and title reference)	35 Sciberras Avenue, Schofields, New South Wales 2762 Registered Plan: Lot 1030 Plan DP 1215313 Folio Identifier 1030/1215313	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a *GSTRW payment* NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 at least 7 days before the date for completion.

GSTRW payment (GST 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

35 SCIBERRAS AVE, SCHOFIELDS 2762

Sale by auction

If the property is, or is intended, to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Special Conditions

Further special conditions (the *Special Conditions*) forming part of the contract for the sale and purchase of land 2022 edition between:

Vendor:	
Purchaser:	

dated:

33. Interpretation

33.1 In these Special Conditions:

(a) terms defined in the standard form of the “Contract for the sale and purchase of land 2022 edition” (the *Printed Conditions*) to which these Special Conditions are annexed have the meanings given in the Printed Conditions unless the context requires otherwise; and

(b) the following definition applies:

Object means the purchaser:

- (i) making requisitions or objections;
- (ii) claiming compensation;
- (iii) rescinding or purporting to rescind;
- (iv) calling on the vendor to amend title or bear the cost of doing so;
- (v) seeking a reduction in the price;
- (vi) refusing or delaying payment of the whole or part of the price;
- (vii) retaining the whole or part of the price;
- (viii) postponing settlement; or
- (ix) avoiding obligations,

under or in connection with this contract.

33.2 To the extent of any inconsistency between the Printed Conditions and these Special Conditions, these Special Conditions prevail.

33.3 In this contract, the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions.

Disclosure

33.4 For the purposes of the *Conveyancing Act 1919* (NSW) and the provisions of this contract referring to disclosure:

- (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
- (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

34. Amendments to the Printed Conditions

The Printed Conditions are amended as follows:

- (a) **(requisitions)** clause 5.2.1 is deleted;
- (b) **(claims by the purchaser)** the following amendments are made in clause 7:
 - (i) clause 7.1 is deleted and replaced with the following:
 - “7.1 The vendor can *rescind* if –
 - 7.1.1 the vendor *serves* notice of intention to rescind; and
 - 7.1.2 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and”;
 - (ii) in clause 7.2.1, “10%” is replaced with “5%”; and
 - (iii) in clause 7.2.4, the words “and the costs of the purchaser” are deleted;
- (c) **(rescission by the vendor)** clause 8.1 is deleted and replaced with the following:
 - “8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
 - 8.1.2 the vendor *serves* notice of intention to *rescind* which specified the *requisition* or claim for compensation; and
 - 8.1.3 the purchaser does not *serve* notice waiving the *requisition* or claim *within* 14 days after that *service*.”;
- (d) **(disclosure)** in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”;
- (e) **(work orders)** the following amendments are made in clause 11:
 - (i) in clause 11.1, the word “made” is replaced with the words “delivered to the vendor”; and
 - (ii) in clause 11.12, the words “other than because of a default by the purchaser” are inserted after the word “*terminated*”;
- (f) **(land tax)** the following amendments are made in clause 14.4:
 - (i) In clause 14.4, the words “not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax” are deleted and replaced with “adjust any land tax and surcharge land tax (as defined in the *Land Tax Act 1956* (NSW))”; and
 - (ii) clause 14.4.2 is deleted and replaced with the following:
 - “14.4.2 by adjusting the amount of land tax determined by applying to the taxable value of the property the average rate of land tax (including, if applicable, any surcharge land tax as per the *Land Tax Act 1956* (NSW)) payable by the vendor (or, if applicable, any predecessor in title) for the relevant year.”;
- (g) **(adjustments)** clause 14.8 is deleted;
- (h) **(charge for land tax)** in clause 16.4, after the word “If”, the words “at least 7 days before the date of completion” are added and insert “The purchaser agrees that the vendor may pay the outstanding land tax on completion.” in the end of this clause;
- (i) **(settlement cheques)** clause 30.11 is deleted and, in clause 30.9, the words “cash (up to \$2,000.00) or” are deleted;

- (j) **(contributions)** the following amendments are made in clause 23:
 - (i) clause 23.6.1 is replaced with the following:

“23.6.1 the vendor is liable for it if it was determined on or before the contract date provided that, if it is payable by instalments, the vendor is liable for all instalments due on or before the contract date and the purchase is liable for all instalments due after the contract date; and”; and
 - (ii) in clauses 23.9.3 and 23.9.4, the words “or before completion” are deleted;
- (k) **(information certificates)** clauses 23.13 & 23.14 are deleted;
- (l) **(voting rights)** clause 23.17.2 is deleted; and
- (m) **(unregistered plan)** clause 28 is deleted.

35. FIRB approval

- 35.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) to enter into this contract, then the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 35.2 The purchaser acknowledges and agrees that, if the warranty in paragraph 35.1 is false or untrue in any respect whatsoever, the purchaser indemnifies the vendor against any loss that the vendor may suffer as a direct or indirect result of the vendor having relied on this warranty when entering into this contract including any consequential loss that the vendor may sustain.

36. Building certificate

The vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) or *Local Government Act 1993* (NSW) in respect of the *property*. The vendor is not required to apply for such a building certificate nor to carry out any works or take any other actions necessary for the issue of a building certificate. This contract is not conditional upon the issue of a building certificate and the purchaser cannot Object for any reason related to a building certificate.

37. No survey report

The purchaser acknowledges that the vendor does not have a current survey report relating to the *property*. The purchaser cannot Object in respect of any encroachment by any dividing fences between the property and adjoining properties.

38. Finance

The purchaser:

- (a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- (b) warrants that it has secured finance for payment of the price in full; and
- (c) acknowledges that the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

39. Deposit

The purchaser authorises the release of the whole of the deposit, minus the commission payable by the vendor to the vendor's agent, to the vendor if required for use by the vendor as:

- (a) a rental bond; or
- (b) a deposit on the purchase of real estate and/or for the payment of stamp duty in relation to such a purchase; or
- (c) the settlement funds in relation to the purchase of real estate.

The commission payable by the vendor to the vendor's agent will be retained by the *depositholder* until completion or termination of this contract.

40. Completion delayed

- 40.1 If completion does not take place on or before the date for completion stipulated in this contract (***Completion Date***), either party may *serve* notice requiring the other party to complete this contract *within* a period of 14 days or more after that *service* and, upon that *service*, time will be of the essence in this contract both at law and in equity.
- 40.2 If, for any reason not solely attributable to the vendor, the balance of the price and any other amounts payable by the purchaser under this contract (together, the ***Total Payable***) is not paid by the purchaser to the vendor on or before the Completion Date, the purchaser must, at completion, pay to the vendor, in addition to the Total Payable and as a reasonable pre-estimation of the vendor's damages, interest on the outstanding balance of the Total Payable at 10.00% per annum calculated daily from and including the Completion Date to and including the date on which completion occurs. The vendor's right to such interest will be additional and without prejudice to the vendor's rights under this contract or otherwise in relation to the purchaser's default.

Notice to complete

- 40.3 The parties agree that any notice to complete under this contract will be reasonable as to time if:
 - (a) a period of at least 14 days from the date of *service* of that notice is allowed for completion; and
 - (b) a time of day between the hours of 11:00am and 5:00pm is specified as the time for completion.
- 40.4 A party *servicing* a notice to complete is entitled to withdraw that notice and issue further notices to complete.
- 40.5 If the vendor *serves* a notice to complete, the purchaser must pay to the vendor on completion an additional amount of \$440.00 including GST to cover the vendor's legal costs and associated expenses incurred in the preparation and *service* of that notice to complete.

41. Capacity

If, before completion, a *party*:

- (a) being a natural person:
 - (i) dies or becomes mentally incapacitated;
 - (ii) is presumed or declared to be bankrupt or insolvent under any applicable law; or
 - (iii) has a receiver or trustee for creditors or in bankruptcy appointed to any of his/her property;
- (b) being a body corporate:
 - (i) becomes subject to a resolution or court order for the liquidation or winding up of that *party*;
or

- (ii) has appointed an administrator or liquidator pursuant to any relevant law or has a receiver, manager or receiver and manager appointed to the assets or undertaking of that *party* or any part thereof;
- (c) proposes, enters into or effects an arrangement or composition with, an assignment for the benefit of, or a moratorium involving, any of its creditors; or
- (d) is unable to pay all of its debts as they fall due or stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts,

the other *party* may, by *servicing* notice on the solicitor of the first-mentioned party, *rescind* this contract and thereupon this contract will be at an end and the provisions of clause 19 will apply.

42. Condition of the *property*

42.1 In this clause 42, the following definitions apply:

Contaminant means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance that makes, or may make, the *property*:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life or otherwise environmentally degraded; or
- (c) not comply with any Environmental Law.

Contamination means the presence of any Contaminant in, on, above or under the *property*.

Environmental Law means any law (whether statutory or common law) concerning environmental matters, including any law related to land use, pollution, waste disposal, toxic or hazardous substances, conservation of natural or cultural resources, resource allocation or the exploration for, or exploitation of, any natural resource.

Environmental Liability means any:

- (a) obligations, expenses, penalties or fines under any Environmental Law that could be imposed upon the purchaser or any occupier of the *property* as a result of any activities carried on during the ownership or occupation of the *property* by the vendor or by any predecessor in title or previous occupier of the *property*; and
- (b) actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Contamination and/or any breach of, or non-compliance with, any Environmental Law.

State of Repair means the condition and state of repair of the *property* including (whether apparent or latent) any faults, defects, Contamination, dilapidation, infestation, mechanical breakdown, wear and tear or Environmental Liability.

42.2 The purchaser acknowledges and warrants that:

- (a) the *property* is being purchased in its present State of Repair as a result of the purchaser's own inspections and investigations and the purchaser cannot Object because of the State of Repair of the *property*;
- (b) the purchaser is purchasing the *property* and will take title subject to all existing and proposed water, sewerage, drainage, gas, electricity, telephone and other installations and services (the ***Services***) and cannot Object because of the condition, nature, location, availability or non-availability of any of the ***Services***;
- (c) sewers, drains or other services may lay outside registered easements and the land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others that may not have been disclosed to the vendor and that may not be apparent from an inspection of the land; and

- (d) the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to:
 - (i) the State of Repair of the *property*;
 - (ii) the condition or state of repair of the Services;
 - (iii) the fitness for any particular purpose of the whole or any part of the *property* or the use to which the whole or any part of the *property* may be put;
 - (iv) the rights and privileges relating to the *property*; or
 - (v) any financial return or income that may be derived from the *property*,other than as expressly set out in this contract.

Requisitions

- 42.3 Any requisitions taken to have been made by the purchaser under clause 5.1 of the Printed Conditions are the only requisitions:
- (a) arising out of this contract; and/or
 - (b) being general questions about the *property* or *title*,
- that the purchaser is entitled to make.
- 42.4 It has been agreed by the parties that the replies to requisitions are attached to this contract and no further replies will be provided to the purchaser.

Smoke alarms

- 42.5 The purchaser cannot Object by reason of the vendor not having complied with the regulations made under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms in the *property*.

Fences

- 42.6 Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the vendor is not liable to pay compensation in respect of any fencing, nor is it required to erect or contribute to the expense of erecting any new fencing, if:
- (a) the fencing is not on the boundary;
 - (b) a give and take fence exists; or
 - (c) a boundary of the property is not fenced.

Swimming Pool

- 42.7 The vendor does not warrant that the swimming pool located on the property and its enclosures comply with all requirements under the *Swimming Pools Act 1992* (NSW) and the regulations made thereunder. The purchaser cannot make any objection or raise any requisition in relation to the swimming pool or its enclosures, including any non-compliance with such legislation or any order or notice issued by any local council or other relevant authority under such legislation.

Environmental Liability

- 42.8 The vendor makes no representation, and gives no warranty, regarding the environmental condition of the *property*, including whether there is any Contamination, and the purchaser cannot Object because of any Contamination.
- 42.9 On and from the date of completion, the purchaser assumes all responsibility for, and releases and indemnifies the vendor from and against, all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Environmental Liability.

43. Real estate agents

The purchaser warrants that it was not introduced to the vendor or the *property*, directly or indirectly, by any person other than the vendor's agent specified in this contract. The purchaser indemnifies the vendor against:

- (a) any claim for commission by reason of any introduction by any other person; and
- (b) all costs and expenses incurred in, or incidental to, defending any such claim.

44. GST

The purchaser warrants to the vendor that the *property* will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

45. Special Levies

Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (*Special Levies*) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

46. Indemnity

The purchaser indemnifies the vendor from and against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the vendor or that the vendor may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this contract by the purchaser and/or any breach of warranty under this contract by the purchaser.

47. General

Indemnities

- 47.1 Any indemnity provided by a party under this contract is a continuing obligation separate and independent from any other obligations of that party that survives termination of this agreement.

No merger

- 47.2 A provision of this contract that can take effect after completion does not merge on completion and continues to bind the parties.

Entire agreement

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

No assignment

- 47.4 The purchaser cannot nominate an alternative transferee or assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor (which the vendor may withhold or delay at its discretion).

48. Discrepancy at Completion

- 48.1 Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement

cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments.

48.2 Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a debt which must be paid by the purchaser. The debt and interest and costs arising from the debt are secured by a charge over the Property after completion and the purchaser authorises the vendor to register a caveat over the Property in respect of that charge until such debt is fully paid.

48.3 This clause will not merge on completion.

49. Re-scheduled Settlement

In the event the settlement does not take place at the scheduled date, or is cancelled after appropriate arrangements have been made, due to the purchaser and/or their mortgagee and through no fault of the vendor, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay in addition to any other monies due and payable by the purchaser on completion.

50. Information Certificate

The vendor is not obliged to provide an information certificate under section 184 of the *Strata Schemes Management Act 2015* (NSW) or section 174 of the *Community Land Management Act 2021* (NSW) and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs. If before completion the vendor or the vendor's agent provides such a certificate, the purchaser must reimburse the vendor for the costs of the certificate as an adjustment on completion.

51. Cooling off Period

In the event that this Contract is subject to a cooling-off period and the purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$165.00 (GST inclusive) to cover the legal costs and expenses incurred by the vendor as a consequence of the extension to the cooling-off period shall be payable by the purchaser to the vendor by way of adjustment on completion.

52. Deposit Release for Completion

52.1 The purchaser agrees that, if required by the vendor, the purchaser will authorise the depositholder to release so much of the deposit held by the depositholder as directed by the vendors solicitor prior to completion if required by the vendor to effect completion of this contract.

52.2 The vendor agrees that the amount of the deposit released will be held by the vendors solicitor in escrow pending the completion.

52.3 The parties agree that no further authority will be required for such release as the necessary authority is contained in this special condition.

53. Order on the Deposit Holder

53.1 When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit.

53.2 This authority will be held in escrow by the Vendors solicitor until settlement is effected.

54. Deposit less than 10% of the Contract Price

54.1 The parties acknowledge that it is a fundamental condition of the contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the vendor in the event of the purchaser's default under this contract.

- 56.8 Until the vendor has received all money payable by the purchaser or the Guarantor under the contract and the due performance by the purchaser and the Guarantor of their obligations under this contract, neither the purchaser nor the Guarantor may:
- (a) claim or receive the benefit of:
 - (i) a dividend or distribution;
 - (ii) a payment out of the estate or assets; or
 - (iii) a payment in the liquidation, winding up or bankruptcy,
of a person liable jointly with the purchaser or the Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount to which the vendor is entitled will not be reduced as a result.
- 56.9 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this clause 56.
- 56.10 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 56.11 If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- 56.12 The obligations of the Guarantor under this clause 56 are not released, discharged or otherwise affected by:
- (a) failure by any Guarantor to have executed this guarantee and indemnity, validly or otherwise;
 - (b) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (c) the release (including a release as part of a novation) or discharge of any person;
 - (d) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (f) a variation of this contract including a variation in the date of completion of this contract;
 - (g) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (h) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (i) the winding up of the purchaser.



FOLIO: 1030/1215313

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/3/2024	9:51 PM	3	20/1/2021

LAND

LOT 1030 IN DEPOSITED PLAN 1215313
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1215313

FIRST SCHEDULE

XIAOBIN WU (T AK855041)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H844072 COVENANT
- 3 DP1200031 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1215313 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1215313 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 DP1215313 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1215313 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1215313 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 AQ735498 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

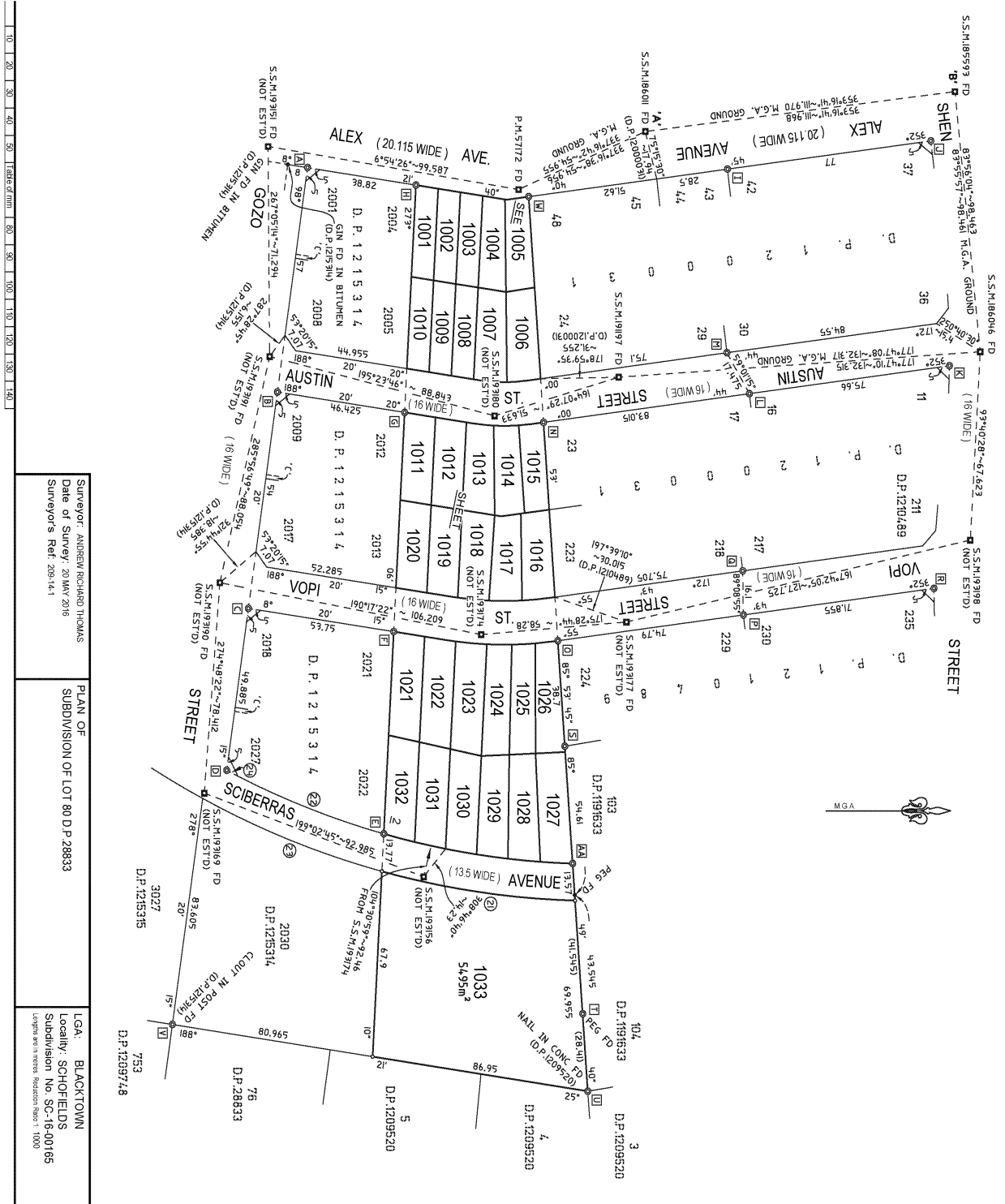
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXML eplan Sheet 1 of 2 (sheet)



Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 20 MAY 2016
 Surveyor's Ref: 208141

PLAN OF
 SUBDIVISION OF LOT 80 D.P. 28833

LOCALITY: BLACKTOWN
 Subdivision No. SC.16-00165
 (Subject to any relevant Reduction Order No. 1/1000)

Registered
 22.9.2016

DP1215313

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
21	7°15'50"	77.995	78.155	353
22	18°53'35"	61.995	62.208	339.5
23	20°25'30"	76.655	76.615	352
24	20°25'31.0"	76.655	76.615	352.5

SURVEYING & SPATIAL INFORMATION REGULATION 2012
 CLASSIFICATION: 01121 & 031 (11/10)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
B.M. 1215313	304.246	626.993	338	2	SCANS
B.M. 1215314	304.246	626.993	338	2	SCANS
B.M. 1215315	304.246	626.993	338	2	SCANS
S.S.M. 186046	304.308	627.3	6	269	354.264
S.S.M. 186047	304.308	627.3	6	269	354.264
S.S.M. 191971	304.313	586.7	6	269	172.018
S.S.M. 191972	304.313	586.7	6	269	172.018
S.S.M. 191973	304.313	586.7	6	269	172.018
S.S.M. 191974	304.313	586.7	6	269	172.018
S.S.M. 191975	304.313	586.7	6	269	172.018
S.S.M. 191976	304.313	586.7	6	269	172.018
S.S.M. 191977	304.313	586.7	6	269	172.018
S.S.M. 191978	304.313	586.7	6	269	172.018
S.S.M. 191979	304.313	586.7	6	269	172.018
S.S.M. 191980	304.313	586.7	6	269	172.018
S.S.M. 191981	304.313	586.7	6	269	172.018
S.S.M. 191982	304.313	586.7	6	269	172.018
S.S.M. 191983	304.313	586.7	6	269	172.018
S.S.M. 191984	304.313	586.7	6	269	172.018
S.S.M. 191985	304.313	586.7	6	269	172.018
S.S.M. 191986	304.313	586.7	6	269	172.018
S.S.M. 191987	304.313	586.7	6	269	172.018
S.S.M. 191988	304.313	586.7	6	269	172.018
S.S.M. 191989	304.313	586.7	6	269	172.018
S.S.M. 191990	304.313	586.7	6	269	172.018
S.S.M. 191991	304.313	586.7	6	269	172.018
S.S.M. 191992	304.313	586.7	6	269	172.018
S.S.M. 191993	304.313	586.7	6	269	172.018
S.S.M. 191994	304.313	586.7	6	269	172.018
S.S.M. 191995	304.313	586.7	6	269	172.018
S.S.M. 191996	304.313	586.7	6	269	172.018
S.S.M. 191997	304.313	586.7	6	269	172.018
S.S.M. 191998	304.313	586.7	6	269	172.018
S.S.M. 191999	304.313	586.7	6	269	172.018
S.S.M. 192000	304.313	586.7	6	269	172.018

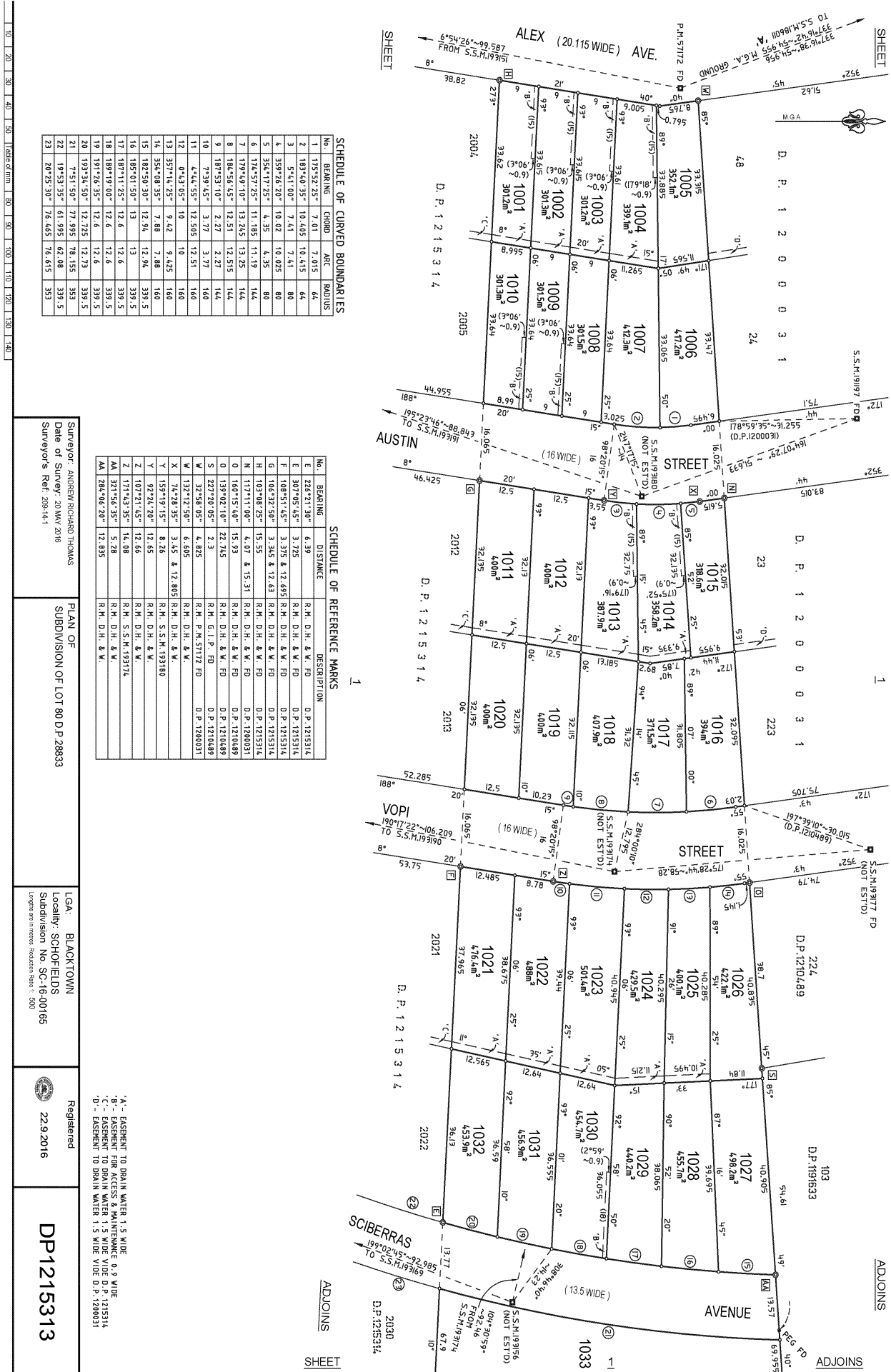
SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	15°24'15"	2.145	R.M. D.H. & W. FD D.P. 1215314
B	50°41'35"	23.225	R.M. D.H. & W. FD D.P. 1215314
C	94°35'20"	1.705 & 14.955	R.M. D.H. & W. FD D.P. 1215314
D	39°30'05"	1.64 & 14.77	R.M. D.H. & W. FD D.P. 1215314
E	280°33'15"	3.035 & 13.005	R.M. D.H. & W. FD D.P. 1215314
F	124°31'30"	6.39	R.M. D.H. & W. FD D.P. 1215314
G	307°05'45"	3.725	R.M. D.H. & W. FD D.P. 1215314
H	108°51'45"	3.375 & 12.695	R.M. D.H. & W. FD D.P. 1215314
I	106°32'50"	3.365 & 12.63	R.M. D.H. & W. FD D.P. 1215314
J	109°08'25"	15.555	R.M. D.H. & W. FD D.P. 1215314
K	89°37'30"	3.335	R.M. D.H. & W. FD D.P. 1200031
L	79°46'00"	2.855	R.M. D.H. & W. FD D.P. 1200031
M	86°53'45"	18.77	R.M. D.H. & W. FD D.P. 1200031
N	87°31'25"	0.945	R.M. S.S.M. 186046 FD D.P. 1200031
O	89°55'40"	13.955	R.M. D.H. & W. FD D.P. 1200031
P	82°02'05"	3.32	R.M. D.H. & W. FD D.P. 1200031
Q	199°19'15"	7.685	R.M. D.H. & W. FD D.P. 1200031
R	117°11'00"	4.07 & 15.31	R.M. D.H. & W. FD D.P. 1200031
S	160°15'40"	15.99	R.M. D.H. & W. FD D.P. 1210469
T	139°02'10"	122.745	R.M. D.H. & W. FD D.P. 1210469
U	90°20'45"	3.23	R.M. D.H. & W. FD D.P. 1210469
V	264°41'40"	3.43	R.M. D.H. & W. FD D.P. 1210469
W	96°58'50"	0.86 & 15.015	R.M. D.H. & W. FD & D.P. 1210469
X	227°20'05"	2.3	R.M. G.1.P. FD D.P. 1210469
Y	64°56'45"	0.98	R.M. G.1.P. FD D.P. 1210469
Z	71°50'50"	1.02	R.M. G.1.P. FD D.P. 1210469
AA	309°00'00"	1.165	R.M. G.1.P. FD D.P. 1215314
AB	32°58'05"	4.825	R.M. P.M. 57172 FD D.P. 1200031
AC	132°12'50"	6.405	R.M. D.H. & W. FD D.P. 1200031
AD	321°56'35"	5.28	R.M. D.H. & W. FD D.P. 1200031
AE	284°06'20"	12.835	R.M. D.H. & W. FD D.P. 1215314

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXML.dwg Sheet 2 of 2 (sheet)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	115°52'25"	7.01	7.015	64
2	183°40'35"	10.405	10.415	64
3	5°41'00"	7.41	7.41	80
4	359°26'20"	10.02	10.025	80
5	354°17'25"	4.35	4.35	80
6	174°57'25"	11.185	11.19	144
7	179°49'10"	13.245	13.25	144
8	184°46'45"	12.51	12.515	144
9	187°53'10"	2.27	2.27	144
10	7°39'45"	3.77	3.77	160
11	4°44'35"	12.505	12.51	160
12	0°53'05"	10	10	160
13	357°14'25"	9.42	9.425	160
14	354°08'35"	7.88	7.88	160
15	182°50'30"	12.94	12.94	339.5
16	185°01'50"	13	13	339.5
17	187°11'25"	12.6	12.6	339.5
18	189°19'00"	12.6	12.6	339.5
19	181°46'35"	12.6	12.6	339.5
20	193°34'50"	12.725	12.73	339.5
21	7°51'50"	77.995	78.155	339.5
22	19°53'35"	61.995	62.08	339.5
23	20°25'30"	76.465	76.615	339.5

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
E	123°21'30"	6.38	R.M. D.H. & W. FD D.P. 1215314
F	307°45'45"	3.725	R.M. D.H. & W. FD D.P. 1215314
G	108°51'45"	3.375 & 12.695	R.M. D.H. & W. FD D.P. 1215314
H	106°32'50"	3.345 & 12.63	R.M. D.H. & W. FD D.P. 1215314
I	103°08'25"	15.55	R.M. D.H. & W. FD D.P. 1215314
N	117°11'00"	4.07 & 15.31	R.M. D.H. & W. FD D.P. 1200031
O	160°15'40"	15.93	R.M. D.H. & W. FD D.P. 1210489
S	139°02'10"	22.745	R.M. D.H. & W. FD D.P. 1210489
T	227°20'05"	2.3	R.M. G.I.P. FD D.P. 1210489
W	32°58'05"	4.825	R.M. P.M. 57172 FD D.P. 1200031
X	132°12'50"	6.605	R.M. D.H. & W.
Y	74°48'35"	3.45 & 12.805	R.M. D.H. & W.
Z	159°19'15"	8.26	R.M. S.S.M. 193180
AA	92°24'20"	12.66	R.M. D.H. & W.
AB	167°21'45"	12.66	R.M. D.H. & W.
AC	111°43'35"	16.08	R.M. S.S.M. 193174
AD	321°56'35"	5.28	R.M. D.H. & W.
AE	284°06'20"	12.835	R.M. D.H. & W.

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 20 MAR 2016
 Surveyor's Ref: 208141

PLAN OF SUBDIVISION OF LOT 80 D.P. 28833


LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No. SC.16-00165
 (Layouts are in metres Reduction Ratio: 1:500)

Registered 22/9/2016

DP1215313

PLAN FORM 6 (2013)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  22.9.2016 Title System: TORRENS Purpose: SUBDIVISION	DP1215313	
PLAN OF SUBDIVISION OF LOT 80 D.P.28833	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
<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:	<p style="text-align: center;">Survey Certificate</p> I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY. LTD. 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 2012</i> , is accurate and the survey was completed on 20 MAY 2016 *(b) The part of the land shown in the plan (*being* excluding) - was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> Signature <i>Andrew R. Thomas</i> Dated: 23/5/16 Surveyor ID: 247 Datum Line: 'A' - 'B' Type: *Urban/*Rural- The Terrain is *Level-Undulating/ *Steep-Mountainous- *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.	
<p style="text-align: center;">Subdivision Certificate</p> I, <i>Judith Portelli</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <i>J. Portelli</i> Accreditation number: N/A Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 7 SEPTEMBER 2016 Subdivision Certificate number: 16-00165 File number: DA-15-00537 *Strike through inapplicable parts.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC: 1. AUSTIN STREET EXTENSION (16 WIDE) 2. VOPI STREET EXTENSION (16 WIDE) 3. SCIBERRAS AVENUE EXTENSION (13.5 WIDE) AS PUBLIC ROAD.	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation D.P. 28833 D.P. 1191633 D.P. 1200031 D.P. 1209520 D.P. 1209748 D.P. 1210489 D.P. 1210641 D.P. 1215314 D.P. 1215315 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 209-14-1	

CAD REF: Z:\209-14\CR_PLANS\209-14G S06 [02] - K.S. - A.T.

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
<p>Registered:  22.9.2016</p>	<p style="font-size: 24pt; font-weight: bold;">DP1215313</p>	<p style="font-size: 8pt;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 80 D.P.28833</p>		<p style="font-size: 8pt;">Office Use Only</p>
<p>Subdivision Certificate number: <u>16-00165</u></p> <p>Date of Endorsement: <u>7/9/16</u></p>		<p style="font-size: 8pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</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>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 1.5 WIDE 2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE 3. RESTRICTION ON USE OF LAND 4. RESTRICTION ON USE OF LAND 5. RESTRICTION ON USE OF LAND 6. RESTRICTION ON USE OF LAND 7. RESTRICTION ON USE OF LAND 8. RESTRICTION ON USE OF LAND 9. RESTRICTION ON USE OF LAND 10. RESTRICTION ON USE OF LAND 		
<p style="font-size: 8pt;">If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 209-14-1</p>		

CAD REF: Z:\209-14\CR_PLANS\209-14G 506 [02] - K.S. - A.T.

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Registered: 22.9.2016	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 80 D.P.28833		DP1215313
Subdivision Certificate number: <u>16-00165</u> Date of Endorsement: <u>7/9/16</u>		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 2012</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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1001	136	ALEX	AVENUE	SCHOFIELDS
1002	138	ALEX	AVENUE	SCHOFIELDS
1003	140	ALEX	AVENUE	SCHOFIELDS
1004	142	ALEX	AVENUE	SCHOFIELDS
1005	144	ALEX	AVENUE	SCHOFIELDS
1006	28	AUSTIN	STREET	SCHOFIELDS
1007	30	AUSTIN	STREET	SCHOFIELDS
1008	32	AUSTIN	STREET	SCHOFIELDS
1009	34	AUSTIN	STREET	SCHOFIELDS
1010	36	AUSTIN	STREET	SCHOFIELDS
1011	35	AUSTIN	STREET	SCHOFIELDS
1012	33	AUSTIN	STREET	SCHOFIELDS
1013	31	AUSTIN	STREET	SCHOFIELDS
1014	29	AUSTIN	STREET	SCHOFIELDS
1015	27	AUSTIN	STREET	SCHOFIELDS
1016	28	VOPI	STREET	SCHOFIELDS
1017	30	VOPI	STREET	SCHOFIELDS
1018	32	VOPI	STREET	SCHOFIELDS
1019	34	VOPI	STREET	SCHOFIELDS
1020	36	VOPI	STREET	SCHOFIELDS
1021	35	VOPI	STREET	SCHOFIELDS
1022	33	VOPI	STREET	SCHOFIELDS
1023	31	VOPI	STREET	SCHOFIELDS
1024	29	VOPI	STREET	SCHOFIELDS
1025	27	VOPI	STREET	SCHOFIELDS
1026	25	VOPI	STREET	SCHOFIELDS
1027	41	SCIBERRAS	AVENUE	SCHOFIELDS
1028	39	SCIBERRAS	AVENUE	SCHOFIELDS
1029	37	SCIBERRAS	AVENUE	SCHOFIELDS
1030	35	SCIBERRAS	AVENUE	SCHOFIELDS
1031	33	SCIBERRAS	AVENUE	SCHOFIELDS
1032	31	SCIBERRAS	AVENUE	SCHOFIELDS
1033	STREET ADDRESS NOT AVAILABLE			

SOURCE : BLACK TOWN CITY COUNCIL


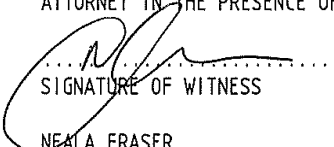



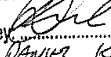

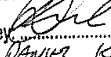

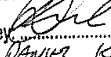
If space is insufficient use additional annexure sheet

Surveyor's Reference: **209-14-1**

CAD REF: Z:\209-14\CR PLANS\209-14G S06 (02) - K.S. - A.T.

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

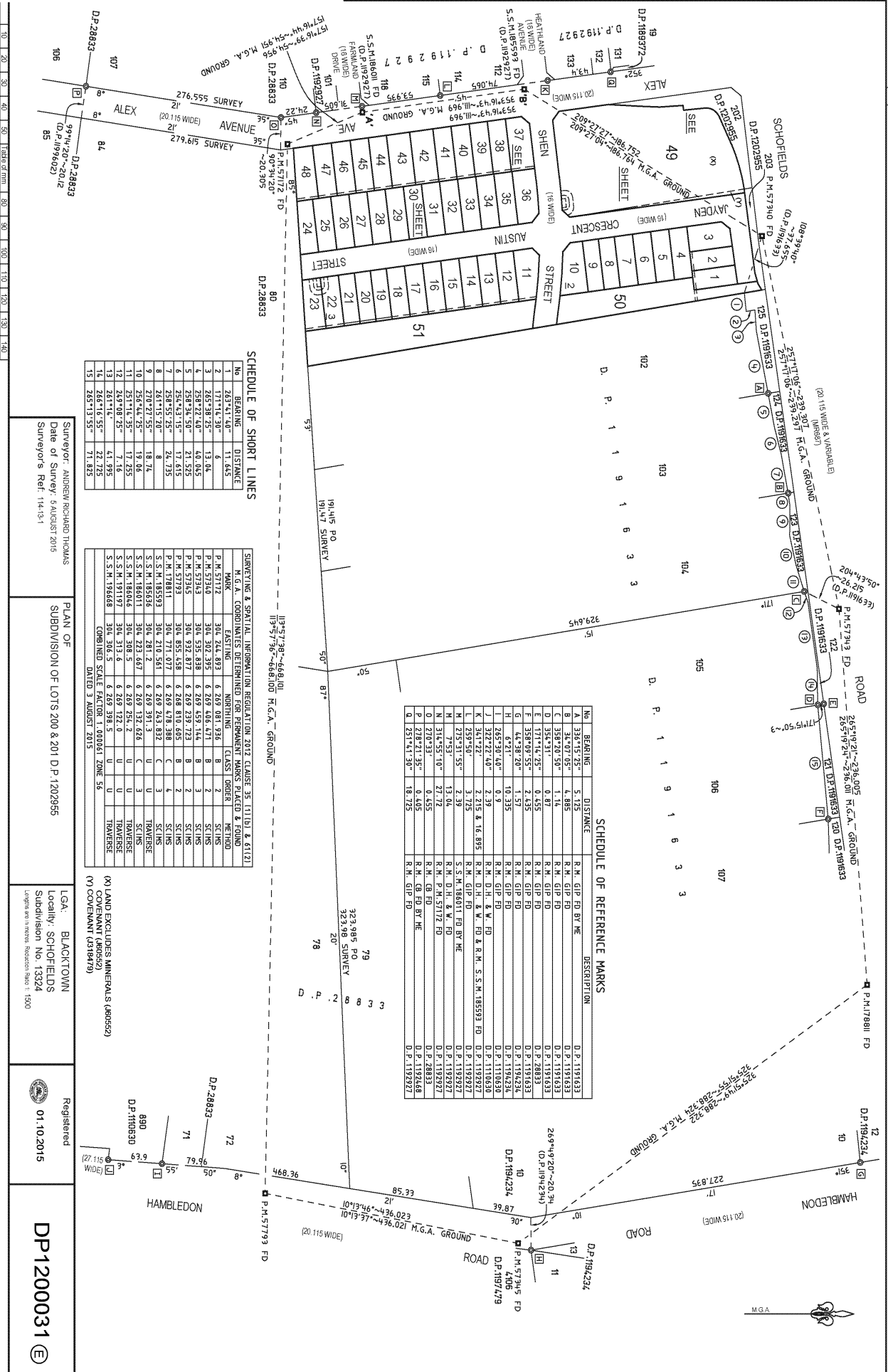
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)								
Registered:  22.9.2016 PLAN OF SUBDIVISION OF LOT 80 D.P.28833 Subdivision Certificate number:16-00165..... Date of Endorsement:7/9/16.....	Office Use Only <h1 style="margin: 0;">DP1215313</h1>	Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</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. 								
EXECUTED FOR AND ON BEHALF OF AURORA (ALEX AVE) PTY LIMITED ACN 163 788 305 BY ITS DULY AUTHORISED ATTORNEYS UNDER POWER OF ATTORNEY REGISTERED IN BOOK 4688 No. 372 WHO DECLARE THAT THEY HAVE NO NOTIFICATION OF REVOCATION OF THE SAID POWER OF ATTORNEY IN THE PRESENCE OF:										
 SIGNATURE OF WITNESS NEALA FRASER NAME OF WITNESS BUILDING F, LEVEL 2 1 HOMEBUSH BAY DRIVE RHODES, NSW 2130 ADDRESS OF WITNESS	 MATTHEW GARY RAMALEY TRENT STEWART MURKIE  BENJAMIN FREDERICK HOGAN									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"> Land and Property Information NEW SOUTH WALES </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. </td> <td style="width: 50%; padding: 5px;"> Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified </td> </tr> <tr> <td style="padding: 5px;"> Signature of witness:  Name of witness: MARILEEN HOLMBECK </td> <td style="padding: 5px;"> Signature of attorney:  Attorney's name: DANIEL KENT </td> </tr> <tr> <td style="padding: 5px;"> Address of witness: 2/1 SUSSEX ST, SYDNEY </td> <td style="padding: 5px;"> Attorney's position:E. RELEVANCE..... Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 Power of attorney -Book: 4688 No: 494 </td> </tr> </table>			Land and Property Information NEW SOUTH WALES		I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified	Signature of witness:  Name of witness: MARILEEN HOLMBECK	Signature of attorney:  Attorney's name: DANIEL KENT	Address of witness: 2/1 SUSSEX ST, SYDNEY	Attorney's position:E. RELEVANCE..... Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 Power of attorney -Book: 4688 No: 494
Land and Property Information NEW SOUTH WALES										
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified									
Signature of witness:  Name of witness: MARILEEN HOLMBECK	Signature of attorney:  Attorney's name: DANIEL KENT									
Address of witness: 2/1 SUSSEX ST, SYDNEY	Attorney's position:E. RELEVANCE..... Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 Power of attorney -Book: 4688 No: 494									
If space is insufficient use additional annexure sheet										
Surveyor's Reference: 209-14-1										

CAD REF: Z:\209-14\CR-PLANS\209-14G 506 (02) - K.S. - A.T.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 1 of 3 sheets



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	263°41'40"	11.645
2	171°14'30"	6
3	265°38'25"	13.04
4	268°22'40"	10.045
5	267°47'15"	17.615
6	264°43'15"	17.615
7	268°55'25"	24.735
8	261°15'20"	8
9	270°27'55"	18.74
10	266°44'25"	19.06
11	251°14'35"	17.255
12	257°04'25"	4.14
13	257°04'25"	4.14
14	266°16'55"	22.725
15	265°13'55"	71.825

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	338°15'25"	5.125	R.M. GIP FD BY ME
B	314°07'05"	4.885	R.M. GIP FD
C	304°20'50"	1.14	R.M. GIP FD
D	338°31'15"	0.875	R.M. GIP FD
E	358°20'55"	2.435	R.M. GIP FD
F	46°38'20"	1.57	R.M. GIP FD
G	6°21'	10.335	R.M. GIP FD
H	265°30'40"	0.9	R.M. GIP FD
I	322°22'40"	2.39	R.M. D.H. & W. FD
J	341°22'40"	2.215 & 16.895	R.M. D.H. & W. FD & R.M. S.S.M. 185933 FD
K	269°59'50"	3.775	R.M. GIP FD
L	269°59'50"	3.775	R.M. GIP FD
M	272°53'	4.325	R.M. 186011 FD BY ME
N	314°55'10"	27.72	R.M. P.M. 57172 FD
O	270°33'	0.455	R.M. P.M. 57172 FD
P	278°21'35"	0.405	R.M. GIP FD BY ME
Q	251°41'30"	18.725	R.M. GIP FD

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(1)(b) & 61(2)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & FOUND	METHOD				
P.M. 57172	304, 244, 893	6 269 081 935	B	2	SCINS
P.M. 57173	304, 302, 395	6 269 406 471	B	2	SCINS
P.M. 57174	304, 595, 939	6 269 759 144	B	3	SCINS
P.M. 57175	304, 629, 718	6 269 810 605	B	2	SCINS
P.M. 57176	304, 855, 458	6 269 810 605	B	2	SCINS
P.M. 178811	304, 271, 077	6 269 478 388	C	4	SCINS
S.S.M. 185933	304, 210, 561	6 269 243 832	C	3	SCINS
S.S.M. 185934	304, 281, 2	6 269 391, 3	C	3	TRAVELER
S.S.M. 186011	304, 273, 667	6 269 132, 626	C	3	TRAVELER
S.S.M. 186016	304, 308, 5	6 269 254, 2	C	3	TRAVELER
S.S.M. 191177	304, 313, 6	6 269 722, 0	C	3	TRAVELER
S.S.M. 191178	304, 313, 6	6 269 271, 0	C	3	TRAVELER
S.S.M. 192688	(COMBINED SCALE FACTOR 1.00061 20M 55"				TRAVELER

(X) LAND ENCLUSES MINERALS (480552)
 (Y) COVENANT (318479)

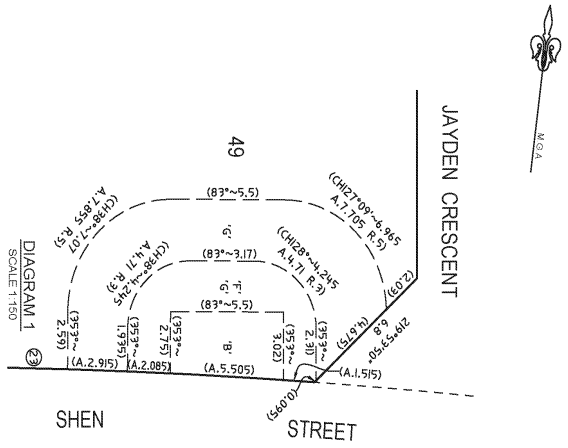
Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 5 AUGUST 2015
 Surveyor's Ref: 114131

PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P. 1202955

LOCALITY: BLACKTOWN
 SUBDIVISION NO. 13324
 (Larger area in reverse Reduction Ratio 1:1000)

Registered 01.10.2015

DP1200031

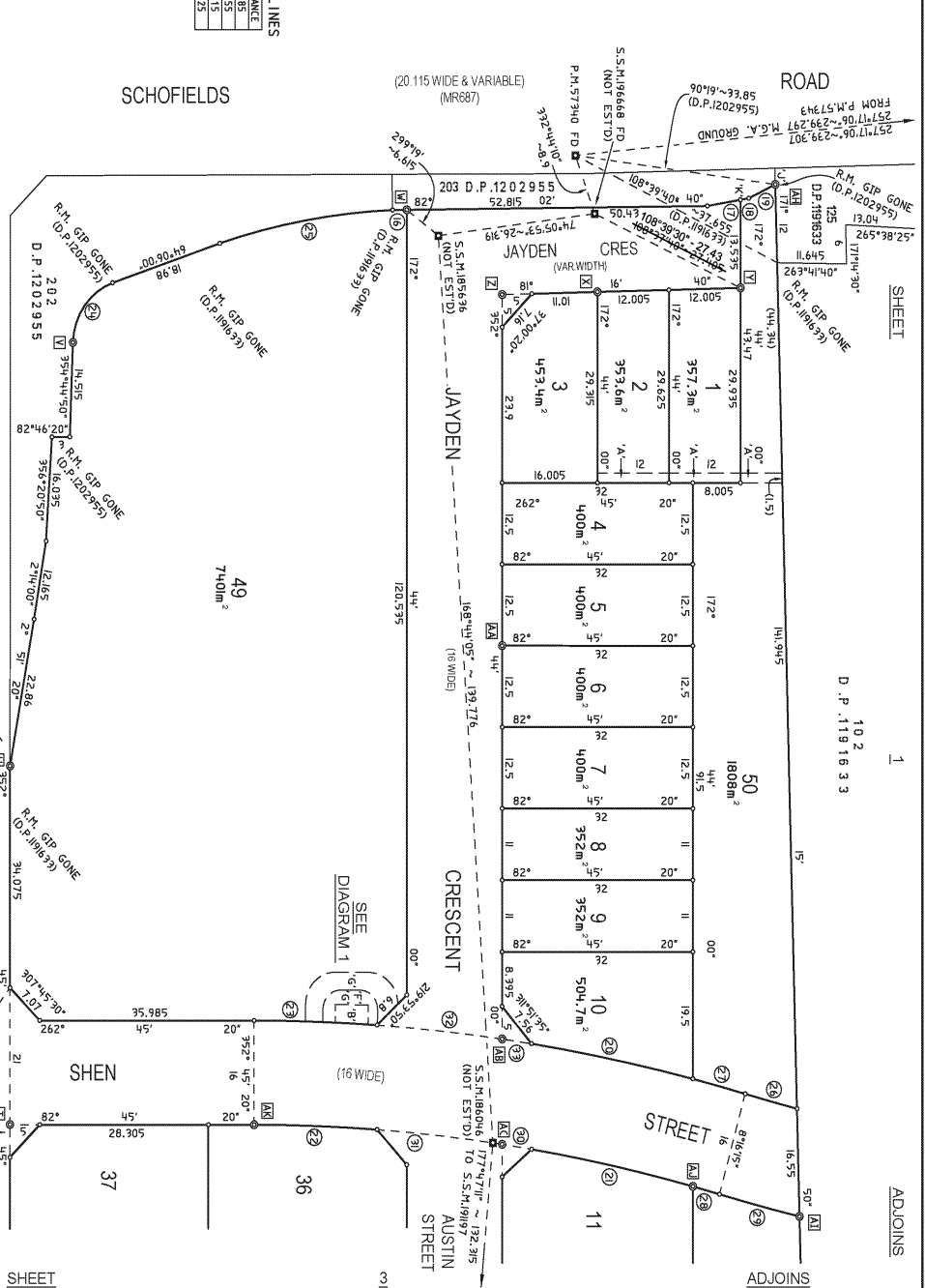


SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
20	272°01'00"	27.585	27.595	308
21	96°46'55"	27.655	27.665	292
22	84°46'55"	20.645	20.655	292
23	264°40'30"	20.635	20.645	308
24	75°45'10"	20.335	20.345	110
25	75°45'10"	20.335	20.345	110
26	277°23'10"	9.015	9.025	292
27	277°23'10"	9.015	9.025	292
28	97°48'55"	4.645	4.655	292
29	96°58'55"	13.855	13.865	308
30	91°26'25"	5	5	292
31	88°52'45"	21.105	21.115	292
32	88°52'45"	21.095	21.105	308
33	95°52'05"	5	5	308

SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
16	82°02'40"	2.385
17	73°07'20"	5.655
18	73°07'20"	1.415
19	57°17'20"	4.925



SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
T	79°46'05"	2.85	R.M. D.H. & W.
U	86°53'50"	18.77	R.M. D.H. & W.
V	260°05'10"	0.235	R.M. G.P.
W	132°49'40"	18.3	R.M. D.H. & W.
X	323°12'20"	12.825	R.M. D.H. & W.
Y	158°54'05"	3.385 & 12.935	R.M. D.H. & W.
Z	123°01'05"	1.425 & 14.01	R.M. D.H. & W. & R.M. S.S.M.185536
AA	84°6'30"	3.395 & 12.555	R.M. D.H. & W.
AB	87°25'55"	2.25 & 15.035	R.M. D.H. & W.
AC	87°31'25"	0.945	R.M. S.S.M.186046
AD	89°55'40"	13.925	R.M. D.H. & W.
AE	72°42'45"	5.435 & 13.725	R.M. D.H. & W.
AF	269°40'05"	3.585 & 13.595	R.M. D.H. & W.
AG	168°56'30"	3.35 & 12.575	R.M. D.H. & W.

'A' - EASEMENT TO DRAIN WATER 1.5' WIDE
 'B' - EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH
 'C' - RESTRICTION ON THE USE OF LAND No.4
 'D' - RESTRICTION ON THE USE OF LAND No.5
 'U' - RESTRICTION ON THE USE OF LAND No.5

Surveyor: Andrew Richard Thomas
 Date of Survey: 5 AUGUST 2015
 Surveyor's Ref: 114181

PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P. 1202955

LOCALITY: SCHOFIELDS
 Subdivision No. 13324
 (Lengths are in metres Reduction Ratio 1:500)

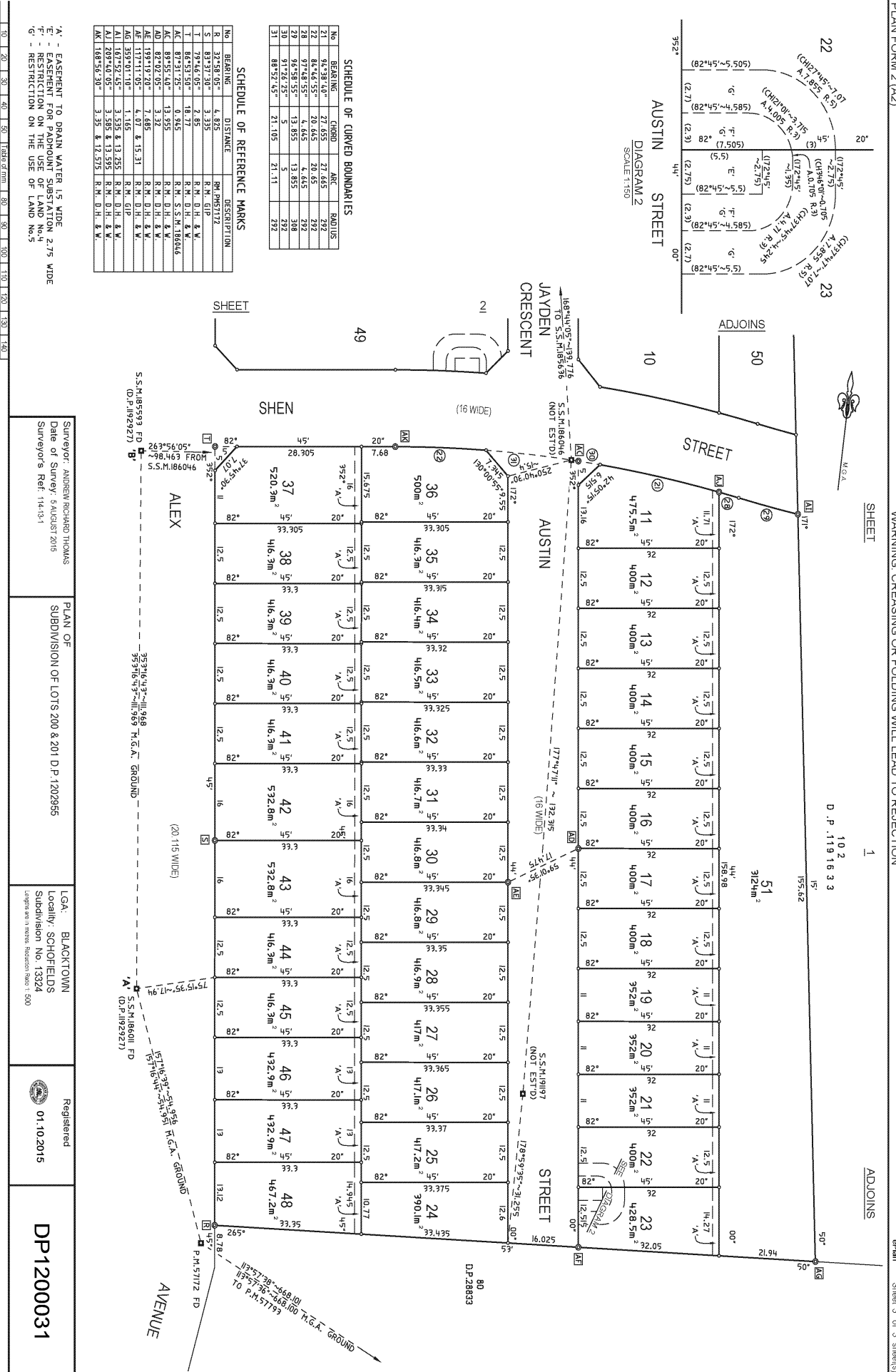
Registered 01.10.2015

DP1200031

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 sheets



SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	81° 42' 52"	21.655	21.655	21.655
2	81° 42' 52"	21.655	21.655	21.655
3	81° 42' 52"	21.655	21.655	21.655
4	81° 42' 52"	21.655	21.655	21.655
5	81° 42' 52"	21.655	21.655	21.655
6	81° 42' 52"	21.655	21.655	21.655
7	81° 42' 52"	21.655	21.655	21.655
8	81° 42' 52"	21.655	21.655	21.655
9	81° 42' 52"	21.655	21.655	21.655
10	81° 42' 52"	21.655	21.655	21.655
11	81° 42' 52"	21.655	21.655	21.655
12	81° 42' 52"	21.655	21.655	21.655
13	81° 42' 52"	21.655	21.655	21.655
14	81° 42' 52"	21.655	21.655	21.655
15	81° 42' 52"	21.655	21.655	21.655
16	81° 42' 52"	21.655	21.655	21.655
17	81° 42' 52"	21.655	21.655	21.655
18	81° 42' 52"	21.655	21.655	21.655
19	81° 42' 52"	21.655	21.655	21.655
20	81° 42' 52"	21.655	21.655	21.655
21	81° 42' 52"	21.655	21.655	21.655
22	81° 42' 52"	21.655	21.655	21.655
23	81° 42' 52"	21.655	21.655	21.655
24	81° 42' 52"	21.655	21.655	21.655
25	81° 42' 52"	21.655	21.655	21.655
26	81° 42' 52"	21.655	21.655	21.655
27	81° 42' 52"	21.655	21.655	21.655
28	81° 42' 52"	21.655	21.655	21.655
29	81° 42' 52"	21.655	21.655	21.655
30	81° 42' 52"	21.655	21.655	21.655
31	81° 42' 52"	21.655	21.655	21.655

SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
R	32° 58' 05"	4.825	R.M. PMS1172
S	83° 37' 30"	3.335	R.M. GIP
T	79° 46' 05"	2.85	R.M. D.H. & W.
U	86° 51' 30"	0.872	R.M. D.H. & W.
V	81° 42' 52"	21.655	R.M. D.H. & W.
W	81° 42' 52"	21.655	R.M. D.H. & W.
X	81° 42' 52"	21.655	R.M. D.H. & W.
Y	81° 42' 52"	21.655	R.M. D.H. & W.
Z	81° 42' 52"	21.655	R.M. D.H. & W.
AA	81° 42' 52"	21.655	R.M. D.H. & W.
AB	81° 42' 52"	21.655	R.M. D.H. & W.
AC	81° 42' 52"	21.655	R.M. D.H. & W.
AD	81° 42' 52"	21.655	R.M. D.H. & W.
AE	81° 42' 52"	21.655	R.M. D.H. & W.
AF	81° 42' 52"	21.655	R.M. D.H. & W.
AG	81° 42' 52"	21.655	R.M. D.H. & W.
AH	81° 42' 52"	21.655	R.M. D.H. & W.
AI	81° 42' 52"	21.655	R.M. D.H. & W.
AJ	81° 42' 52"	21.655	R.M. D.H. & W.
AK	81° 42' 52"	21.655	R.M. D.H. & W.

'A' - EASEMENT TO DRAIN WATER 1.5' WIDE
 'E' - EASEMENT FOR PADPOUNT SUBSTATION 2.75' WIDE
 'G' - RESTRICTION ON THE USE OF LAND No.1

Surveyor: Andrew Richard Thomas
 Date of Survey: 5 AUGUST 2015
 Surveyor's Ref: 114131

PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P. 1202855

LGA: BLACKTOWN
 Locality: SCHOFFIELDS
 Subdivision No. 13324
 (Landscape and/or other Reduction Ratio 1:500)


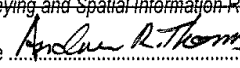
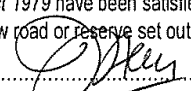
Registered
 01.10.2015

DP1200031

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of ⁴ sheet(s)
Office Use Only	Office Use Only	
Registered:  01.10.2015 Title System: TORRENS Purpose: SUBDIVISION	DP1200031	
PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P.1202955	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD 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 2012</i> , is accurate and the survey was completed on 5 AUGUST 2015 *(b) The part of the land shown in the plan(*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature  Dated: 7/8/15 Surveyor ID: 247 Datum Line: 'A' - 'B' Type: *Urban/*Rural The Terrain is *Level Undulating/ *Steep Mountainous *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: N/A Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 21 SEPTEMBER 2015 Subdivision Certificate number: 13324 File number: DAP 14-720 *Strike through inapplicable parts.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:- 1. SHEN STREET (16 WIDE) 2. AUSTIN STREET (16 WIDE) 3. JAYDEN CRESCENT (16 WIDE AND VARIABLE) AS PUBLIC ROAD	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation D.P. 28833 D.P. 1202995 D.P. 1110630 D.P. 1199602 D.P. 1189372 D.P. 1191633 D.P. 1192927 D.P. 1194234 D.P. 1197479 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 114-13-1	

CAD REF: Z:\114-13\CR_PLANS\114-13G S04 [03] - K.S. -


PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  01.10.2015 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOTS 200 & 201 D.P.1202955

DP1200031

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 13324

Date of Endorsement: 21/19/15

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	20	JAYDEN	CRESCENT	SCHOFIELDS
2	18	JAYDEN	CRESCENT	SCHOFIELDS
3	16	JAYDEN	CRESCENT	SCHOFIELDS
4	14	JAYDEN	CRESCENT	SCHOFIELDS
5	12	JAYDEN	CRESCENT	SCHOFIELDS
6	10	JAYDEN	CRESCENT	SCHOFIELDS
7	8	JAYDEN	CRESCENT	SCHOFIELDS
8	6	JAYDEN	CRESCENT	SCHOFIELDS
9	4	JAYDEN	CRESCENT	SCHOFIELDS
10	2	JAYDEN	CRESCENT	SCHOFIELDS
11	1	AUSTIN	STREET	SCHOFIELDS
12	3	AUSTIN	STREET	SCHOFIELDS
13	5	AUSTIN	STREET	SCHOFIELDS
14	7	AUSTIN	STREET	SCHOFIELDS
15	9	AUSTIN	STREET	SCHOFIELDS
16	11	AUSTIN	STREET	SCHOFIELDS
17	13	AUSTIN	STREET	SCHOFIELDS
18	15	AUSTIN	STREET	SCHOFIELDS
19	17	AUSTIN	STREET	SCHOFIELDS
20	19	AUSTIN	STREET	SCHOFIELDS
21	21	AUSTIN	STREET	SCHOFIELDS
22	23	AUSTIN	STREET	SCHOFIELDS
23	25	AUSTIN	STREET	SCHOFIELDS
24	26	AUSTIN	STREET	SCHOFIELDS
25	24	AUSTIN	STREET	SCHOFIELDS
26	22	AUSTIN	STREET	SCHOFIELDS
27	20	AUSTIN	STREET	SCHOFIELDS
28	18	AUSTIN	STREET	SCHOFIELDS
29	16	AUSTIN	STREET	SCHOFIELDS
30	14	AUSTIN	STREET	SCHOFIELDS
31	12	AUSTIN	STREET	SCHOFIELDS
32	10	AUSTIN	STREET	SCHOFIELDS
33	8	AUSTIN	STREET	SCHOFIELDS
34	6	AUSTIN	STREET	SCHOFIELDS
35	4	AUSTIN	STREET	SCHOFIELDS
36	2	AUSTIN	STREET	SCHOFIELDS

STREET ADDRESSES NOT AVAILABLE FOR LOTS 37 TO 49, 50-51

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet


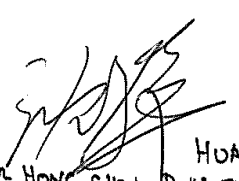
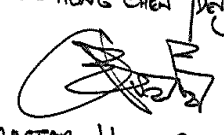
Surveyor's Reference: 114-13-1

CAD REF: Z:\114-13\CR_PLANS\114-136 504 (03) - K.S.

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet ³ of ⁴ sheet(s)
Registered:  01.10.2015	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P.1202955		DP1200031
Subdivision Certificate number: <u>13324</u> Date of Endorsement: <u>21/9/15</u>		
		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 2012</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.
SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c)) SCHEDULE OF LOTS & ADDRESSES STREET ADDRESSES NOT AVAILABLE		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:		
<ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE3. EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH4. RESTRICTION ON USE OF LAND5. RESTRICTION ON USE OF LAND6. RESTRICTION ON USE OF LAND7. RESTRICTION ON USE OF LAND8. RESTRICTION ON USE OF LAND9. RESTRICTION ON USE OF LAND10. RESTRICTION ON USE OF LAND11. RESTRICTION ON USE OF LAND		
 DIRECTOR HONG CHEN DEVELOPMENT PTY LTD (ACHN 153169825)  SECRETARY / DIRECTOR HONG CHEN DEVELOPMENT PTY LTD (ACHN 153169825)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 114-13-1		

CAD REF: Z:\114-13\CR PLANS\114-13G S04 [01] - K.S. -

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Registered:  01.10.2015	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 200 & 201 D.P.1202955		DP1200031
Subdivision Certificate number: <u>13324</u> Date of Endorsement: <u>21/9/15</u>		
		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 2012</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><i>Moran</i> BARCLEY MORAN RELATIONSHIP EXECUTIVE</p> <p>Signed at <i>Parramatta</i> the <i>23rd</i> day of <i>September</i> <i>2015</i> For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book <i>4548</i> No. <i>494</i> Witness</p> <p><i>Gagan Swaran Singh</i> Level 3 101 George Street Parramatta NSW 2150</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 114-13-1		

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

Lengths are in Metres

Sheet 1 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80
 D.P. 28833 covered by Council's
 Subdivision Certificate No. 16-00165

DP1215313

<u>Full Name and address of Proprietor of land:</u>	Aurora (Alex Ave) Pty Limited ACN 163 788 305 Building F Level 2 Suite 1 1 Homebush Bay Drive RHODES NSW 2138
---	---

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1001	1002, 1003, 1004, 1005
		1002	1003, 1004, 1005
		1003	1004, 1005
		1004	1005
		1011	1012, 1013, 1014, 1015
		1012	1013, 1014, 1015
		1013	1014, 1015
		1014	1015
		1021	1022, 1023, 1024, 1025, 1026
		1022	1023, 1024, 1025, 1026
		1023	1024, 1025, 1026
1024	1025, 1026		
1025	1026		

APPROVED BY BLACKTOWN CITY COUNCIL



 -General Manager/ Authorised Officer

Lengths are in Metres

Sheet 2 of 9 Sheets

Plan:

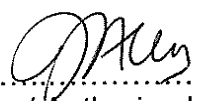
Plan of Subdivision of Lot 80
 D.P. 28833 covered by Council's
 Subdivision Certificate No. 16-00165

DP1215313

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access & Maintenance 0.9 Wide	1001 1002 1003 1004 1009 1010 1013 1014 1030	1002 1003 1004 1005 1008 1009 1014 1015 1029
3.	Restriction on Use of Land	1011 to 1032 Inclusive	Blacktown City Council
4.	Restriction on Use of Land	1001 to 1032 inclusive	Blacktown City Council
5.	Restriction on Use of Land	1001 to 1032 inclusive	Blacktown City Council
6.	Restriction on Use of Land	1033	Blacktown City Council
7.	Restriction on Use of Land	Each Lot 1001 to 1032 inclusive	Every other lot 1001 to 1032 inclusive
8.	Restriction on Use of Land	1033	Blacktown City Council
9.	Restriction on Use of Land	1001, 1010	Blacktown City Council
10.	Restriction on Use of Land	1001, 1010	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 9 Sheets

Plan:

DP1215313

Plan of Subdivision of Lot 80
D.P. 28833 covered by Council's
Subdivision Certificate No. 16-00165

Part 2

**Name of Authority empowered to release vary or modify easements
numbered 1 in the plan is Blacktown City Council.**

**Terms of easement, profit à 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 powers the proprietor of the lot benefited must:

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

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council, and

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

Name of Authority empowered to release vary or modify the terms of the
easement numbered 2 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General-Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80

DP1215313

D.P. 28833 covered by Council's

Subdivision Certificate No. 16-00165

Part 2 (cont)

Terms of easement, profit à 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 the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 3 in the plan is Blacktown City Council.

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

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 4 in the plan is Blacktown City Council.

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

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

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager- Authorised Officer

Lengths are in Metres

Sheet 5 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80

DP1215313

D.P. 28833 covered by Council's

Subdivision Certificate No. 16-00165

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 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 consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006, suitability of the lot for any intended use and the payment of Section 94 contributions.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Blacktown City Council.

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

1. No building or buildings shall be erected or permitted to remain erected on each Lot Burdened other than with terracotta or cement roof tiles or with "Colorbond" metal roofs.
2. No fence shall be erected or be permitted to remain erected unless the fence is:
 - (a) made of timber (lapped and capped), timber with aluminium frame, brick piers with timber infill, slatted timber with solid timber posts, or concrete / masonry
 - (b) where constructed on the secondary street boundary, if applicable, no more than 60% of the maximum lot length
3. No fence shall be erected on burdened lot to divide it from any adjoining land owned by Aurora (Alex Ave) Pty Limited without the consent of Aurora (Alex Ave) Pty Limited. Such consent shall not be withheld if such fence is erected without expense to Aurora (Alex Ave) Pty Limited.
4. No Air-conditioning unit is to be installed:
 - (a) in any front porch/balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit or services are visible from ground level outside the lot.
5. No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view from outside the lot burdened and do not omit odours.
6. No vehicle may be parked on a lot burdened unless it is parked:
 - (a) in a garage or driveway on the burdened lot; or
 - (b) in an area designated as being an area where a vehicle may be parked

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager/ Authorised Officer

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80
D.P. 28833 covered by Council's
Subdivision Certificate No. 16-00165

DP1215313

Part 2 (cont)

7. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable items is visible from ground level outside the burdened lot.
8. No retaining wall that is visible from ground level outside a lot shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
9. No dwelling shall be occupied unless landscape works are completed forward of the building line within 2 years of settlement of land
10. In this restriction on the use of land:
 - (a) "Aurora (Alex Ave) Pty Limited" means Aurora (Alex Ave) Pty Limited 163 788 305 and its successors nominees or assigns other than purchasers on sale; and
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Name of Authority empowered to release vary or modify restriction numbered 7 in the plan

- (a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.
- (b) Aurora (Alex Ave) Pty Limited for such period as it is the registered proprietor of land in the Plan and thereafter the owners of the lot benefitted

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

No further development is to be carried out on the lot hereby burdened without development consent and such consent will not be issued until the temporary drainage facilities within the lot burdened are decommissioned and the relevant regional downstream basins being constructed and commissioned.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority empowered to release vary or modify restriction numbered 8 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General-Manager-/ Authorised Officer

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80
D.P. 28833 covered by Council's
Subdivision Certificate No. 16-00165

DP1215313

Part 2 (cont)

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

No development shall be carried out on the lot hereby burdened unless in accordance with the specified Building Envelope Plan held on Blacktown City Council File DA -15-537 at Enclosure 30I

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager/ Authorised Officer

Lengths are in Metres

Sheet 8 of 9 Sheets

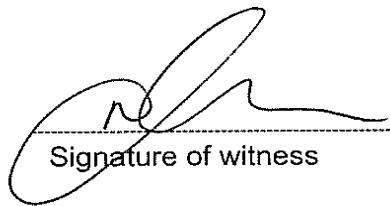
Plan:

Plan of Subdivision of Lot 80
D.P. 28833 covered by Council's
Subdivision Certificate No. 16-00165

DP1215313

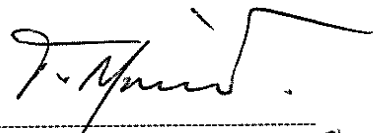
Part 2 (cont)

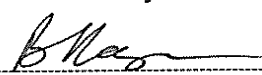
Executed for and on behalf of **Aurora (Alex Ave)
Pty Limited ACN 163 788 305** by its duly authorised
attorneys under Power of Attorney registered
in Book 4688 No. 372 who declare that they have no
notification of revocation of the said Power of
Attorney in the presence of:


Signature of witness



Neala Fraser

Name of witness


Matthew Gary Ramaley Trent Stewart Murrie


Benjamin Frederick Hogan

NEALA FRASER
Bldg F, Level 1, 1 Homebush Bay Drive
Rhodes NSW 2138
An Australian Legal Practitioner
within the meaning of the
~~Legal Profession Uniform Law (NSW)~~
Address of Witness

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the Power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>NEALA FRASER</u>	Attorney's name: <u>DANIEL KENT</u>
Address of witness: <u>201 SUSSEX ST SYDNEY NSW 2000</u>	Attorney's position: <u>RELATIONSHIP EXCLUSIVE</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: <u>4548</u> No: <u>494</u>

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 9 Sheets

Plan:

Plan of Subdivision of Lot 80
D.P. 28833 covered by Council's
Subdivision Certificate No. 16-00165

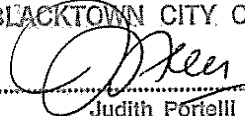
DP1215313

Part 2 (cont)

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

Judith Portelli
(name of delegate)

BLACKTOWN CITY COUNCIL



.....
Judith Portelli
..... Manager Development Services

Signature of Delegate

.....
Name of Delegate (print)

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

[Handwritten Signature]
.....
Signature of Witness

HARLEIGH MURPHY
.....
Name of Witness (print)

C1- BLACKTOWN CITY COUNCIL
62 FUSHCOMBE ROAD
BLACKTOWN NSW 2148
.....
Address of Witness

REGISTERED

22.9.2016

BLACKTOWN CITY COUNCIL



.....
Judith Portelli
..... Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
-General Manager- / Authorised Officer

1635

And the transferee covenant(s) with the transferors:

(a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 21, 23, 23, 24, 25 77, 78 and 81 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware but this condition shall not preclude the Transferee from at any time excavating for the purpose of constructing a dam for water conservation.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

Strike out if unnecessary, or suitably adjust.
(i) if any covenants are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

16357RP1

Encumbrances in the 3392305 Amphibian

ENCUMBRANCES, &c., REFERRED TO:

NIL

* A very short note will suffice.
K 1145-2 S: 3070-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

A To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 13th day of June 19 61

Signed in my presence by the transferors }
are
WHO IS PERSONALLY KNOWN TO ME }
Edwards
McIntosh
McIntosh

John B. Hughes
McIntosh
Transferor.

Signed in my presence by the transferee }
WHO IS PERSONALLY KNOWN TO ME }
Chaker J.P.
W.S.D.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
G. Steadman
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand _____ and _____ the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor, or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

1635782

1635782

H 844072

No. _____

LODGED BY **FRIDLE GOSLING DALRYMPLE & SILLAR,**
 Solicitors,
 17, Castle Street,
 SYDNEY,
 Telephone- 28-4641

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 1/2. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

- 1 _____
 - 2 _____
 - 3 _____
 - 4 _____
 - 5 _____
 - 6 _____
- } Received Docs.
Nos.
} Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

THE **INTERCOLONIAL INVESTMENT LAND & BUILDING CO. LIMITED**

mortgagee under Mortgage No. G721286

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at SYDNEY this Twentieth second day of June 1961.

THE COMMON SEAL OF INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED was hereunto affixed by the authority of the directors in the presence of —

[Signature]) directors.
[Signature])
 Secretary. Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Sample subject to best receipt & minerals</i>
Checked by	Particulars entered in Register Book, Volume 7790 Folio 229 + 30
Passed (in S.D.B.) by	the 18th day of August 19 61 at
Signed by	50 minutes past 4.5 clock in the after noon. <i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>RB</i>	10.8.61
Draft examined	<i>RB</i>	10.8.61
Diagram prepared		
Diagram examined		
Draft forwarded	<i>[Signature]</i>	
Supt. of Engrossers		
Cancellation Clerk		

VOL. **9086** Fol. **72**

Hecw07310 to follow

16357RP-1

16357RP-1

ePlan

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

Lengths are in Metres

Sheet 1 of 9 Sheets

Plan: **DP1200031**

Plan of Subdivision of Lots 200 & 201
 D.P. 1202955 covered by Council's
 Subdivision Certificate No. 13324
 Dated 21.09.2015

<u>Full Name and address of Proprietor of land:</u>	HONG CHEN DEVELOPMENT PTY LIMITED ACN 153 169 825 UNIT 53 5 GLADSTONE ROAD CASTLE HILL NSW 2154
---	---

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1	2, 3
		2	3
		11	12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 80/28833
		12	13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 80/28833
		13	14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 80/28833
		14	15, 16, 17, 18, 19, 20, 21, 22, 23, 80/28833
		15	16, 17, 18, 19, 20, 21, 22, 23, 80/28833
		16	17, 18, 19, 20, 21, 22, 23, 80/28833
		17	18, 19, 20, 21, 22, 23, 80/28833
		18	19, 20, 21, 22, 23, 80/28833
		19	20, 21, 22, 23, 80/28833
		20	21, 22, 23, 80/28833

APPROVED BY BLACKTOWN CITY COUNCIL


 -General Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lots 200 & 201
 D.P. 1202955 covered by Council's
 Subdivision Certificate No. 13324
 Dated 21.09.2015

DP1200031

Part 1 (Cont.)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	21	22, 23, 80/28833
		22	23, 80/28833
		23	80/28833
		37	38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 80/28833
		38	39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 80/28833
		39	40, 41, 42, 43, 44, 45, 46, 47, 48, 80/28833
		40	41, 42, 43, 44, 45, 46, 47, 48, 80/28833
		41	42, 43, 44, 45, 46, 47, 48, 80/28833
		42	43, 44, 45, 46, 47, 48, 80/28833
		43	44, 45, 46, 47, 48, 80/28833
		44	45, 46, 47, 48, 80/28833
		45	46, 47, 48, 80/28833
		46	47, 48, 80/28833
		47	48, 80/28833
		48	80/28833
50	1,2,3		

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lots 200 & 201

DP1200031

D.P. 1202955 covered by Council's


Subdivision Certificate No. 13324

Dated 21.09.2015

Part 1 (Cont.)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Padmount Substation 2.75 wide	23	Endeavour Energy
3.	Easement for Padmount Substation Variable Width	49	Endeavour Energy
4.	Restriction on Use of Land	22, 23, Part Lot 49	Endeavour Energy
5.	Restriction on Use of Land	22, 23, Part Lot 49	Endeavour Energy
6.	Restriction on Use of Land	1 to 23 inclusive 31 to 43 inclusive	Blacktown City Council
7.	Restriction on Use of Land	1 to 48 inclusive	Blacktown City Council
8.	Restriction on Use of Land	49, 50, 51	Blacktown City Council
9.	Restriction on Use of Land	Part 50	Blacktown City Council
10.	Restriction on Use of Land	1 to 48 inclusive	Blacktown City Council
11.	Restriction on Use of Land	10, 36, 37	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 9 Sheets

Plan:

Plan of Subdivision of Lots 200 & 201
D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324
Dated 21.09.2015

DP1200031

Part 2

Name of Authority empowered to release vary or modify Easements numbered 1 in the plan is Blacktown City Council.

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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 2 & 3 in the plan is Endeavour Energy.

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

1. No building shall be erected or permitted to remain within the restriction site denoted 'F' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
"building" means a substantial structure with a roof and walls and includes any projections from the external walls
"erect" includes construct, install, build and maintain
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.
"120/120/120 fire rating" and "60/60/60 fire rating" mean 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.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Endeavour Energy.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 9 Sheets

Plan:

Plan of Subdivision of Lots 200 & 201
D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324
Dated 21.09.2015

DP1200031

Part 2 (cont)

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'G' on the abovementioned plan
2. Definitions
"erect" includes construct, install, build and maintain
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Endeavour Energy.

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

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 6 in the plan is Blacktown City Council.

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

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan:

Plan of Subdivision of Lots 200 & 201
D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324
Dated 21.09.2015

DP1200031

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 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 consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions

Name of Authority empowered to release vary or modify restriction numbered 8 in the plan is Blacktown City Council.

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

Direct vehicular or pedestrian access to and/or from the Lot hereby burdened is prohibited across that boundary denoted 'J'- 'K' in the abovementioned plan.

Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Blacktown City Council.

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

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification B1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan:

Plan of Subdivision of Lots 200 & 201

D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324

Dated 21.09.2015

DP1200031

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

No development shall take place on the lots hereby burdened other than for the purposes of a dual occupancy or semi-detached dwelling with a concurrent subdivision as approved by a development consent upon which contributions in accordance with Section 94 of the Environmental and Planning Assessment Act 1979 will be levied for both dwellings.

Name of Authority empowered to release vary or modify restriction numbered 11 in the plan is Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



.....
-General Manager / Authorised Officer

Lengths are in Metres

8 9 ePlan
Sheet 7 of 8 Sheets

Plan:

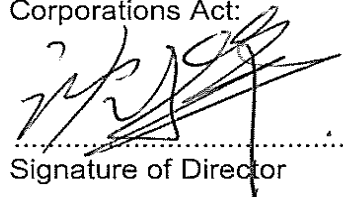
Plan of Subdivision of Lots 200 & 201
D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324
Dated 21.09.2015

DP1200031

Part 2 (cont)

EXECUTED by HONG CHEN)
DEVELOPMENT PTY LTD)
ACN 153 169 825)


in accordance with section 127 of the
Corporations Act:



Signature of Director


Signature of Director/Secretary

Hua Shen
Name of Director

JING QIAN
Name of Director/Secretary


BRADLEY MORRIS
RELATIONSHIP EXECUTIVE
Signed at Parramatta
the 23rd day of
September 2015 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
Duly appointed Attorney under Power of Attorney
Book 4548 No. 494
Witness


Swaran Singh
Level 3
101 George Street
Parramatta NSW 2150

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

9 9 ePlan

Lengths are in Metres

Sheet 8 of 8 Sheets

Plan:

Plan of Subdivision of Lots 201 & 202
D.P. 1202955 covered by Council's
Subdivision Certificate No. 13324
Dated 21.09.2015

DP1200031

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book 4677 No. 686)
in the presence of:)

D Pears

Signature of WITNESS

Helen Smith

Signature of Attorney

Deborah Pears

Name of Witness (BLOCK LETTERS)

Helen Smith

Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Manager Property & Fleet
Position

Date of Execution: *24 August 2015*

Reference: *URS15121*

REGISTERED  01.10.2015

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Planning certificate



Section 10.7 (2)

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

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference P110/24

Certificate details

Certificate no.	PL2024/03511	Fee	\$67.00
Date issued	22 March 2024	Urgency fee	N/A
Receipt no	D005084508		

Property information

Property ID	375156	Land ID	374921
Legal description	LOT 1030 DP 1215313		
Address	35 SCIBERRAS AVENUE SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

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

Disclaimer

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

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

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

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

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

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

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

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

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

Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

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

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

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

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

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

1.2 Development control plans

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

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

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

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

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

1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022

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

- Review of Clause 4.6

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

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

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

- Amendment to the then Infrastructure State Environmental Planning Policy

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

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

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

- Proposed State Environmental Planning Policy (Environment)

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

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

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

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

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

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

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

2.3 Additional permitted uses

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

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

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

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex

Environmental planning instrument	Provisions - Additional permitted uses
	Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

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

2.6 Conservation area

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

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

The areas where the plan applies are:

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

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

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

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

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

2.7 Heritage

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

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

3. Contributions plans

3.1 Contribution plans

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

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

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

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

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

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

4. Complying development

4.1 Where complying development codes apply

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

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

www.legislation.nsw.gov.au

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

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

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

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

Yes/No

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

Yes/No

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

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

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

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

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

10.1 Land slip

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

10.2 Bush fire

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

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

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

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

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

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

20.2 On the Lighting intensity and Wind shear map

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

20.3 On the Obstacle limitation surface map

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

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

20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

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

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

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

22.1 Site compatibility certificate

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

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

23.1 Significant contamination

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

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

23.2 Management order

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

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

23.3 Voluntary management proposal

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

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

23.4 Maintenance order

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

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

23.5 Site audit statement

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

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

Attachment 1 – State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

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

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

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

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

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

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

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

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

State Environmental Planning Policy No 65 - Design Quality of Apartments

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

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

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

This policy:

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

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

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

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

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

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

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

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

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

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

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

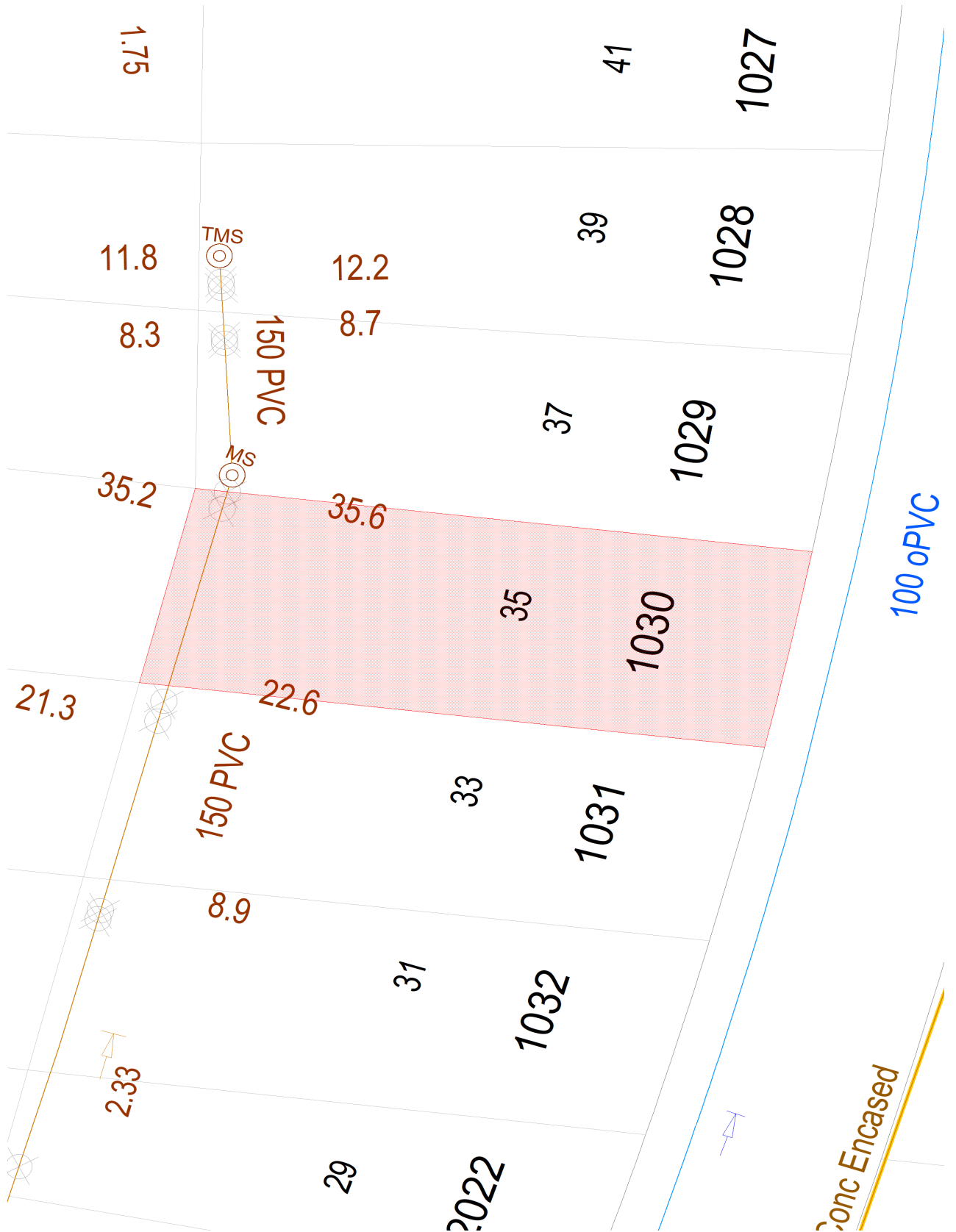
State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

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

End of certificate

Service Location Print
Application Number: 8003244688



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

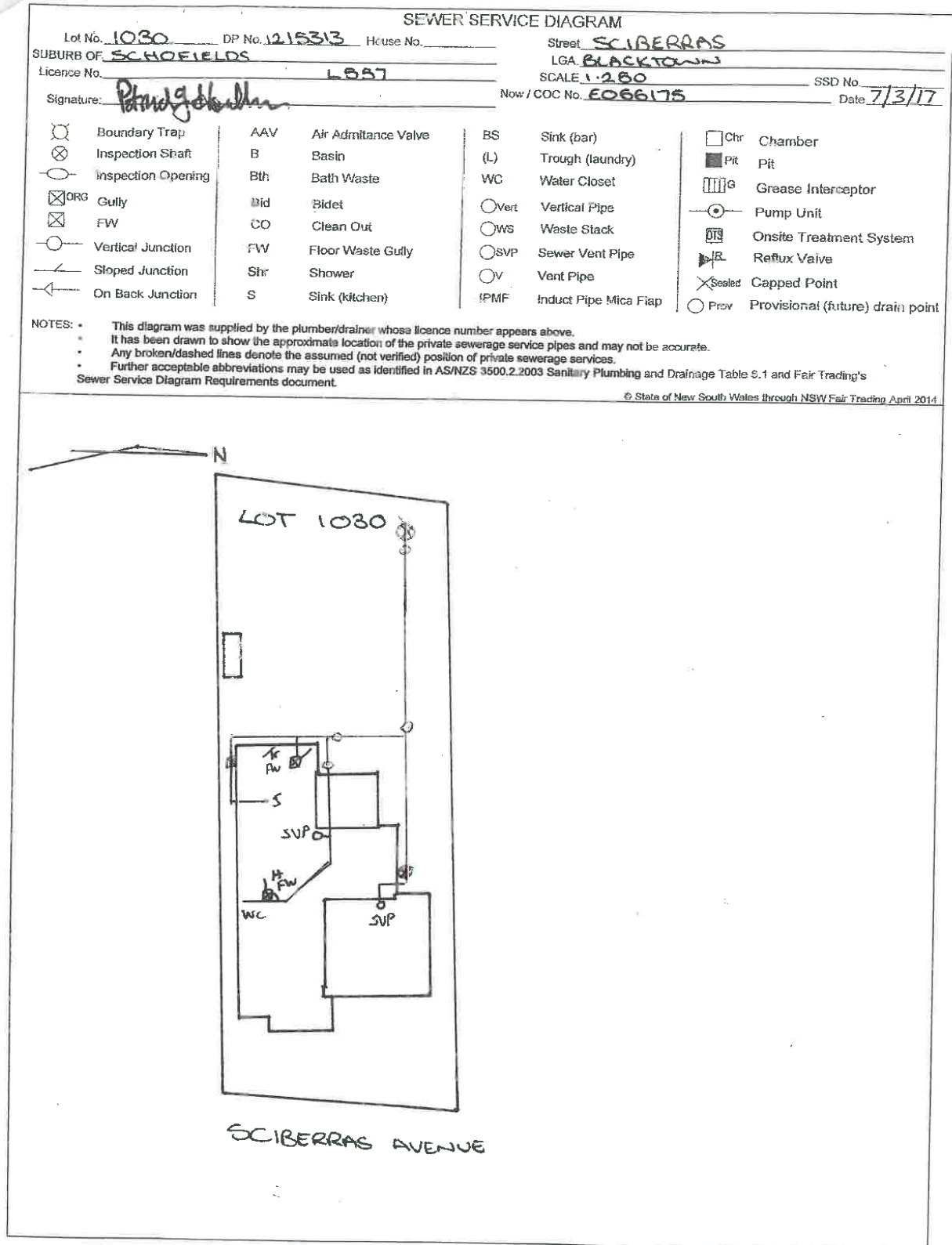
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8003244669



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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

We are instructed to reply the requisitions on title as follows:

1. Noted.
2. Not to the Vendor's knowledge.
- 3(a)-(f). The Vendor relies on the Contract.
4. The Vendor is not aware.
- 5.(a)&(b) The Vendor is not aware.

6. Noted.
7. Noted.
8. Not to the Vendor's knowledge.
9. The Vendor relies on the Contract.
10. Not to the Vendor's knowledge.

11. Noted.
12. The Vendor relies on the Contract.
13. Noted.

14. Noted.
15. No.
- 16(a)-(e). The Vendor relies on the Contract.
- 17(a)&(b). As to the Vendor no, as to predecessors in title he is unaware.
- 18(a)-(f). The Vendor relies on the Contract.
- 19(a)-(e). The Purchasers should reply on their own enquiries.

- 20.(a)&(b) Not to the Vendor's knowledge.
- 21(a)-(c). The Purchasers should reply on their own enquiries.
- 22.(a)-(f) The Purchasers should reply on their own enquiries.
- 23(a)-(c). The Vendor relies on the Contract.
24. Not to the Vendor's knowledge.

25. Noted.

26. Noted.

27. Noted.

28. Noted.

29. Noted.

30. Noted.

31. No.

32. Noted.



Revenue

Enquiry ID 4088977
Agent ID 81429403
Issue Date 26 Mar 2024
Correspondence ID 1782437741
Your reference P110/24

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1215313/1030	35 SCIBERRAS AVE SCHOFIELDS 2762	\$730 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.