

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Suite 606/1-5 Railway Street, Chatswood, NSW 2067	Phone: 02 9884 8969
co-agent		
vendor	Oliver Roland Byron Burgess	
vendor's solicitor	Brightstone Legal Level 35, 31 Market Street, Sydney NSW 2000	Phone: 02 9223 1999 Email: e.wang@brightstonelegal.com.au Fax: 02 9223 1399 Ref: EW:210518
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	7 Bernabeu Street, Marsden Park, New South Wales 2765 Registered Plan: Lot 81 Plan DP 1224267 Folio Identifier 81/1224267	

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<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)

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)

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

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

GSTRW payment (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 email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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

**CERTIFICATE PURSUANT TO SECTION 66W
OF THE CONVEYANCING ACT, 1919, AS AMENDED**

I, _____ of _____, certify as follows:-

1. I am a solicitor / licensed conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at _____ to Purchaser(s).....) in order that there is no cooling off period in relation to that Contract.
3. I do not act for the vendor and am not employed in the legal/conveyancing practice of a solicitor/licensed conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/licensed conveyancer acting for the vendor is a member or employee.
4. I have explained to the Purchaser(s):
 - a) the effect of the Contract for the purchase of that property;
 - b) the nature of this Certificate;
 - c) the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

SIGNED:

PRINT NAME:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

These are the special conditions to the Contract for the sale and purchase of land 2019 edition

BETWEEN	Oliver Roland Byron Burgess	(vendors)
AND		(purchaser(s))

33. Entire agreement

- (a) The purchaser acknowledges that the provisions of this Contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract binding on the parties hereto with respect to any matter to which this Contract relates.
- (b) The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the Property and all services and installations provided to it before entering into this Contract.

34. Inconsistencies

- (a) If there are any inconsistencies between these special conditions and the provisions of the Contract for the sale and purchase of land, these special conditions shall prevail to the extent of the inconsistency.
- (b) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

35. Amendments to standard conditions

The Contract is amended as follows:

- (a) Clause 1, substitute the definition of "adjustment date" with "the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion".
- (b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- (c) Clause 1, definition of "*business day*" is amended by adding the words "Before 5pm" before the start of the definition.
- (d) Clause 1, definition of "serve" is amended by adding the words "(and includes service by way of email transmission to the purchaser solicitor or purchaser solicitor firm's email as listed on the Law Society of NSW website, or to the email address normally used for general communication between the parties' legal representatives, or as nominated)".
- (e) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a claim" with the words "and the term extends to and includes a claim".
- (f) Clause 3 is deleted.

- (g) Clause 5.2.2 is amended by substituting "7 days" in place of "21 days".
- (h) Clause 5.2.3 is deleted.
- (i) Clause 7.1.1 is amended by the deletion of the words "5% of the price" and substituting in lieu thereof "\$1.00".
- (j) Clause 7.1.3 is amended by substituting "7 days" in place of "14 days".
- (k) Clause 7.2.1 is amended by substituting "\$1.00" in place of "10%".
- (l) Clause 7.2.2 is amended by inserting the words "if both parties agree" before the words "the amount held is to be invested".
- (m) Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds".
- (n) Clause 8.1.3 is amended by substituting "7 days" in place of "14 days".
- (o) Clause 8.2.2 is deleted.
- (p) Clause 8.2.3 is deleted.
- (q) Clause 9.1 is amended by adding at the end "and, despite clause 2.9, all interest earned thereon".
- (r) The first line of clause 10.1 is replaced with "The Purchase cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of –".
- (s) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word "substance" where it appears and substituting that word with the word "existence".
- (t) Clause 10.1.8 is amended by adding the word "covenant" at the end of the clause before the word "or".
- (u) Insert the following clause 10.4 in the contract: - "10.4 A matter or thing is disclosed in this contract if its existence is disclosed or referred to in anything attached to this contract.".
- (v) Clause 14.4.2 is deleted.
- (w) Clause 14.6 shall be amended by the deletion of the word "settlement" in line 1 and substituting that word with the word "bank".
- (x) Clause 16.5 is amended by deletion of the words in the second line "plus another 20% of that fee".
- (y) Clause 16.7 shall be amended by the deletion of the words "settlement cheque" in line 1 and substituting that word with the word "bank cheques".
- (z) Clause 16.8 is deleted.
- (aa) Clause 16.12 is deleted.
- (bb) Clause 18 is amended by adding the following: Clause 18.8 "The purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property".
- (cc) Clause 23.6.1 is deleted and replaced with "The Vendor is only liable for it if it was levied before the contract date and the payment due date (including instalment due dates) is before the contract date. The Purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date.".

- (dd) Clause 23.9 is deleted.
- (ee) Clause 23.13 is deleted and replaced with "The purchaser must on his own accord and at his own expense order an information certificate (issued after the contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the vendor at least 3 business days before the date for completion".
- (ff) Clause 23.14 is deleted.
- (gg) Clauses 25, 26, 27 and 28 are deleted.
- (hh) Clause 31.2.2 and 31.2.3 are amended by the deletion of the word "settlement" where it appears and substituting that word with the word "bank".

36. Vendor's agent

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

37. Present conditions and state of repair

The purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design, construction, state of repair or otherwise, whether latent or patent, any infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and the purchaser must not make any objection, requisition, claim or be entitled to rescind or terminate this Contract in relation to any or all the matters aforesaid, or to require the vendor to do any rectification or improvement on the property.

38. No warranty

The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

39. Death, mental illness and incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion dies, become mentally ill as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this

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

40. Notice to Complete

- (a) If a party fails to complete this Contract on the completion date by the time specified in this Contract, the other party can serve a Notice to Complete requiring the defaulting party to complete and making the time for completion essential. The Notice must give no less than 14 days' notice after the day immediately following the day of service of the notice.
- (b) If the vendor issues a Notice to Complete under this clause, the vendor shall be able to withdraw such Notice and subsequently re-issue a further notice at any time. This clause applies *mutatis mutandis* to the benefit of the purchaser.
- (c) If the vendor serves a Notice to Complete upon the purchaser arising from a breach of terms of the Contract by the purchaser, the purchaser must pay to the vendor on completion an amount of \$385.00 (inclusive of GST) to cover the legal expenses of the vendor. This payment shall not in any way limit the vendor's right to receive payment of any other damages arising from the purchaser's breach of this Contract.

41. Building certificate

In the event that the purchaser within twenty-one (21) days of the date of this Contract applies to the Local Council for a building certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said council shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work under any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the purchaser's application for a building certificate.

42. Interest

- (a) If, through no fault of the vendor, the purchaser fails to complete this Contract on the date for completion by the time specified in this Contract, without prejudice to all other rights and remedies of the vendor and in addition to the balance of the purchase money, the purchaser must pay to the vendor by way of bank cheque on completion a sum calculated at 12% per annum on a daily basis (including the date for completion and the actual date of completion) on the unpaid balance of the purchase price.
- (b) It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

43. Deposit less than 10%

- (a) Where the vendor, at the request of the purchaser, has agreed to accept a sum less than 10% of the purchase price, and the vendor has been paid less than 10% deposit on the exchange of this Contract, the purchaser agrees that if the purchaser defaults under this Contract, the vendor is entitled to forfeit the 10% deposit, and the purchaser must immediately upon demand by the vendor pay the remaining balance of the 10% deposit.

- (b) It is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any law to the contrary.
- (c) It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

44. Release of Deposit

Notwithstanding any other clauses in this Contract, the purchaser agrees to release the deposit to the vendor on exchange. This clause shall be full and irrevocable authority to the depositholder to release such deposit.

45. Requisitions on Title

The purchaser agrees that the only form of general Requisitions on Title the purchaser may serve on the vendor is in the form of Requisitions on Title annexed.

46. Suitability

The purchaser cannot make any claim, objection, requisition, rescind or terminate this Contract in respect of the suitability or lack of suitability of the property for any particular purpose.

47. Corporation as purchaser

In consideration of the vendor entering into this Contract with a purchaser purporting to be a corporation, at the request of the person(s) in whose presence the common seal of the Purchase purports to have been affixed or the person(s) who sign this contract on behalf of the purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

- (a) warrants that the purchaser is incorporated;
- (b) guarantees to the vendor the observance by the purchaser of the terms of this Contract;
- (c) indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provision of this Contract;
- (d) agrees that the indemnity herein shall continue and the guarantor shall remain liable to the vendor under the indemnity notwithstanding that as a consequence of such breach the vendor has exercised any of its rights under this Contract notwithstanding that the purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part;
- (e) shall ensure that two natural persons execute and deliver to the vendor's solicitor, with this Contract, a guarantee and indemnity in the form required by the vendor; and
- (f) it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

48. Land Tax

The purchaser shall pay land tax adjusted as follows: $(D \times TV \times TR/365)$, 'D' being the number of days from the date for completion until the end of the current rating year, 'TV' being the taxable value of this property, and 'TR' being the current tax rate. If this property (or part of it) has no separate taxable value, land tax shall be adjusted by calculating its taxable value on a proportional area basis.

49. Survey

If a survey certificate is attached, the vendor does not warrant the accuracy and validity of such survey. The purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

- (a) The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under; or
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

50. Plan & drainage diagram

The purchaser acknowledges that the purchaser has inspected the plan and sewer location print annexed which are currently publicly available and acknowledge that the sewer service diagram is not available from Sydney Water that no objection, requisition, or claim for compensation shall be made by the purchaser nor shall the purchaser delay completion, rescind or terminate the contract in respect of anything contained in or rising out of the same. The purchaser acknowledges that no warranty or representation is made by the vendor as to the completeness or accuracy of the same is not a condition of this Contract.

51. FIRB Approval

- (a) The purchaser warrants to the vendor that
 - i. if the purchaser is a foreign person as defined in the *Foreign Acquisition and Takeovers Act 1975* ("FATA"), the purchaser has obtained the consent of the Foreign Investment Review Board for the purchase of this property; or
 - ii. if the purchaser is not a foreign person as defined in the *FATA* and is not required to give notice to the Treasurer of Commonwealth of Australia under the relevant section of the *FATA*.
- (b) The warranty under subclause (a) is an essential term of the contract, and a breach entitles the vendor to terminate this contract.
- (c) The purchaser acknowledges that the vendor entered into this contract in reliance of the warranty in subclause (a).
- (d) The purchaser indemnifies the vendor against all liability, loss, damage or legal costs which the vendor may suffer as a consequence of a breach of the warranty in subclause (a).
- (e) This warranty and indemnity shall not merge on completion.

52. Interest affecting title

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this Contract. The vendor shall not be deemed to be unable or not ready or unwilling to complete this Contract by reason of the existence of any charge on this property for any rate, tax or outgoing. And the vendor shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is served or at any time after there is such a charge on the property.

53. Services

The purchaser acknowledges

- (a) the purchaser has inspected the services available or lack of services available at the property including but not limited to the installation or connection of the services or lack thereof, position or location (proposed or otherwise); and
- (b) no warranty or representation is made by the vendor as to the completeness or accuracy, availability or lack of availability of the services, the installation or connection of any services, the position or location (proposed or otherwise), other than those which the vendor may be required to provide pursuant to any obligation of the vendor to any Relevant Authority;

The purchaser must not make any claim, objection, requisition, delay completion or rescind or terminate this Contract in respect of anything contained in or arising out of this clause.

54. Additional and incorrect calculations

The parties agree that if, on completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

55. Discharge of mortgage etc.

The vendor shall not be required to register prior to completion any mortgage or mortgages, writ or writs registered on the title to the subject property and/or remove any caveat or caveats and the purchaser shall accept on completion a discharge of any such mortgage or mortgages, writ or writs or a withdrawal of caveat or caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

56. No discharging mortgagee

Completion of this matter shall take place wherever the vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by vendor's solicitor, then completion shall be effected at the office of vendor's solicitor. However, should the purchaser not be in a position to settle at the office of vendor's solicitor, then completion may be effected in the Sydney CBD at a place nominated by the purchaser, and the purchaser must pay to the vendor

on completion an amount of \$220.00 (inclusive of GST) to cover the vendor's legal and/or agency fees.

57. Cancelled or rescheduled settlement

If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$385.00 (inclusive of GST) for each instance is payable by the purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

58. Attachment of documents

- (a) The purchaser acknowledges that if before this Contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this Contract at the request of the vendor or of the vendor's solicitor or on behalf of the purchaser or the purchaser's solicitor, the person attaching those documents or copies did so as the agent of the vendor.
- (b) Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*, the vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

59. Re-sale prior to completion

- (a) During the period in which the vendor remains owner of the property and the purchaser seeks to resell the property prior to completion, then the purchaser must engage the agent named on the front page of this Contract.
- (b) The purchaser must obtain from any proposed purchaser(s) pursuant to this Special Conditions a covenant in favour of the vendor binding the proposed purchaser(s) to the provisions contained in this Special Conditions.

60. Service of documents

A document or notice under or relating to this Contract is sufficiently served on a party and that party's solicitor for the purpose of this Contract if the document or notice is sent by fax to any party whose fax number is noted on this Contract or on their letterhead. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:

- (a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have taken place, or
- (b) If the time of dispatch:
 - i. is a bank holiday or public holiday or a Saturday or a Sunday in the place to which the document is sent, or

- ii. is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank holiday or public holiday or a Saturday or a Sunday,
- iii. then the document is taken to be received at 9:00am on the next day that is not a bank holiday or public holiday or a Saturday or a Sunday.

61. Vendor's right to rescind

Notwithstanding the provisions of clause 6 and 7 of the standard contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of the standard contract entitling the vendor to rescind this Contract.

62. Governing law

This contract is governed by and must be construed according to the laws of New South Wales.

63. Purchaser to be satisfied as to use

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

CONDITIONS OF SALE BY AUCTION

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

Bidders Records means the Bidders Record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - 1.1 The principal's reserve price must be in writing to the auctioneer before the auction commences
 - 1.2 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.
 - 1.3 The highest bidder is the purchaser, subject to any reserve price.
 - 1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - 1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - 1.6 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.
 - 1.7 A bid cannot be made or accepted after the fall of the hammer.
 - 1.8 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 subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - 2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - 2.2 Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - 2.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
3. The following conditions, in addition to those prescribed by subclause (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.
 - 3.1 More than one vendor bid may be made to purchase the interest of a co-owner.
 - 3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - 3.3 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.
 - 3.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.
4. The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

4.1 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

4.2 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 81/1224267

SEARCH DATE	TIME	EDITION NO	DATE
22/4/2022	10:22 AM	2	24/7/2018

LAND

LOT 81 IN DEPOSITED PLAN 1224267
AT MARSDEN PARK
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1224267

FIRST SCHEDULE

OLIVER ROLAND BYRON BURGESS (T AN528580)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP262886 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1224267 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1224267 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1224267 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 6 DP1224267 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT
- 7 DP1224267 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (22) IN THE S.88B INSTRUMENT
- 8 AN528581 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

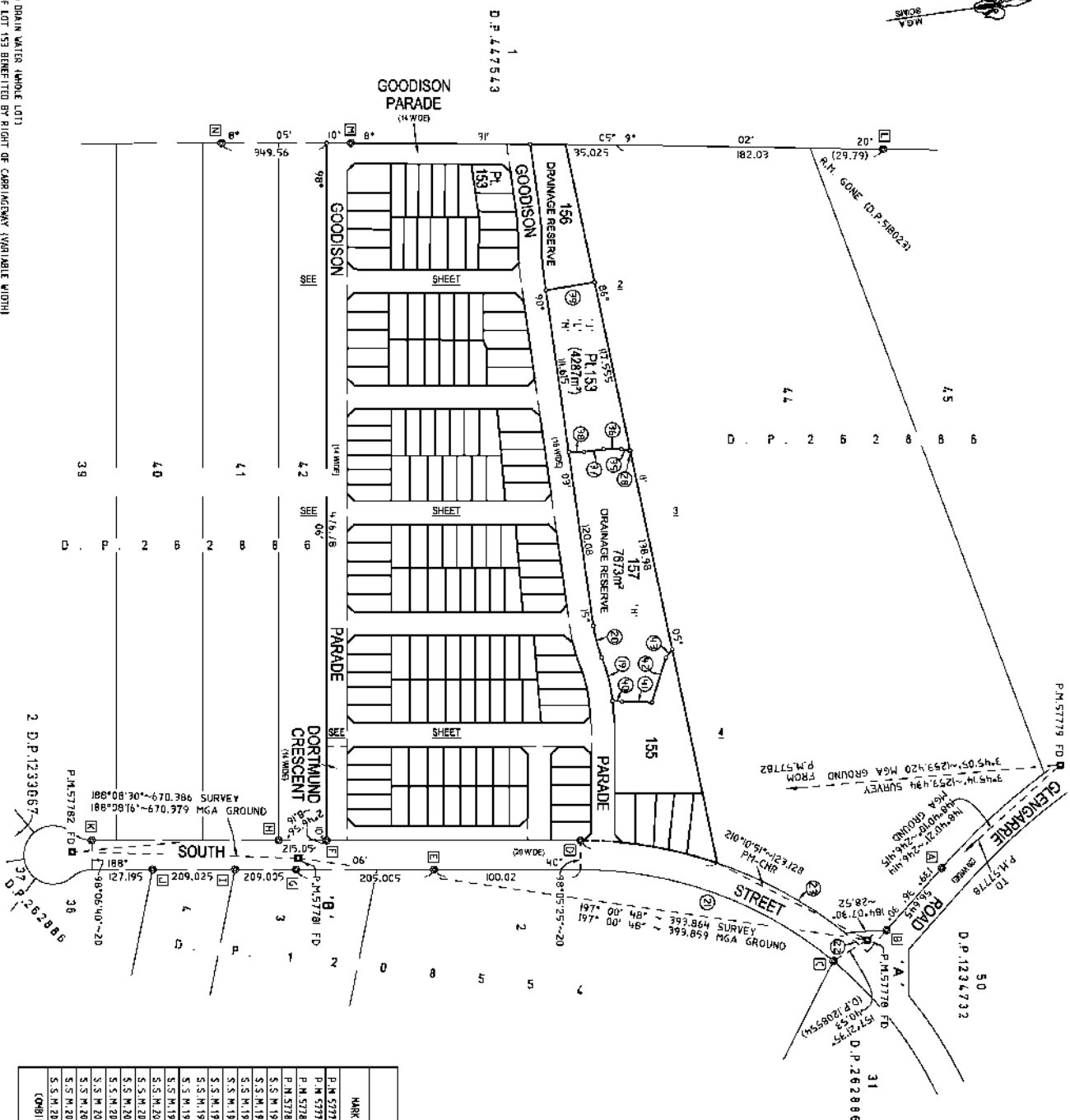
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2022
Received: 22/04/2022 10:22:55



SCHEDULE OF REFERENCE YARDS			
CRN	BEARING	DISTANCE	DESCRIPTION
A	229°37' 00"	0.455	R.M. EB FOUND ID.P. 262886A
B	229°37' 00"	0.455	R.M. EB FOUND ID.P. 262886B
C	133°53' 00"	1.025	R.M. 6IP FOUND BY ME & J.P. 121055A
D	268°59' 00"	0.446	R.M. EB FOUND ID.P. 262886B
E	008°20' 00"	1.075 (BY ME)	R.M. 6IP FOUND ID.P. 262885A
F	227°46' 00"	1.04 (BY ME)	R.M. 6IP FOUND ID.P. 262885B
G	008°19' 00"	1.01 (BY ME)	R.M. 6IP FOUND ID.P. 1188142T
H	270°00' 00"	1	R.M. 6IP FOUND ID.P. 262886B
I	008°20' 00"	1	R.M. 6IP FOUND ID.P. 262886B
J	101°19' 30"	0.98	R.M. EB FOUND ID.P. 1188143T
K	268°56' 45"	0.95	R.M. EB FOUND ID.P. 262886B
L	008°26' 00"	0.61	R.M. 6IP FOUND ID.P. 516023B
M	268°56' 00"	0.995	R.M. 6IP FOUND ID.P. 516023B
N	195°24' 00"	0.925	R.M. 6IP FOUND ID.P. 516023B

No.	GRAVING	THORN	ART	RADIUS
19	264°21'50"	30.555	30.67	101
20	263°06'10"	22.51	22.565	97
21	267°52'40"	183.695	187.435	279
22	228°38'30"	20	20.005	290
23	216°46'50"	99.565	100.06	290

No.	BEARING	DISTANCE
26	0°03'19"	0.00
35	18°29'25"	5.35
36	8°40'50"	11.97
37	0°03'19"	13.535
38	8°41'05"	10.45
39	18°04'55"	33.765
60	11°21'55"	6.405
41	9°31'00"	20.585
42	11°51'46"05"	31.295
63	13°02'04"	7.385

SUPERINTENDENT'S OFFICE - INFORMATION REPORT - SCHEDULE 170 (CLASS 70)									
CANDIDATE INFORMATION									
MARK	M. G. A.		CANDIDATE NAMES		CLASS	ORDER	METHOD	STATE	
	EXISTING	NONEXISTING							
P. M. 52773	259	143	355	6 262 482 145	B	2	SCMS	FINNO	
P. M. 53779	298	013	745	6 268 014 195	B	2	SCMS	FINNO	
P. M. 51781	298	046	113	6 267 427 025	B	2	SCMS	FINNO	
P. M. 51782	297	251	247	6 267 440 344	B	2	SCMS	FINNO	
S. S. M. 199072	298	04	2	6 267 440 344	B	2	THAYRES	PLACED	
S. S. M. 199083	297	976	6	6 267 447 447	U	U	THAYRES	PLACED	
S. S. M. 199084	297	990	6	6 267 457 457	U	U	THAYRES	PLACED	
S. S. M. 199085	297	895	6	6 267 458 458	U	U	THAYRES	PLACED	
S. S. M. 199086	297	747	6	6 267 479 479	U	U	THAYRES	PLACED	
S. S. M. 199047	297	668	6	6 267 591 591	U	U	THAYRES	PLACED	
S. S. M. 199018	297	582	6	6 267 596 596	U	U	THAYRES	PLACED	
S. S. M. 203129	297	525	6	6 267 632 632	U	U	THAYRES	PLACED	
S. S. M. 203129	297	525	6	6 267 632 632	U	U	THAYRES	PLACED	
S. S. M. 203140	297	166	6	6 267 633 633	U	U	THAYRES	PLACED	
S. S. M. 203141	297	846	6	6 267 633 633	U	U	THAYRES	PLACED	
S. S. M. 203142	297	994	6	6 267 991 991	U	U	THAYRES	PLACED	
S. S. M. 203174	298	046	6	6 267 991 991	U	U	THAYRES	PLACED	
S. S. M. 203175	298	007	6	6 267 997 997	U	U	THAYRES	PLACED	
S. S. M. 203176	298	007	6	6 267 997 997	U	U	THAYRES	PLACED	

(CANDIDATE STATE FACTOR 1 00000)

DATE OF FACTOR 13 NOVEMBER 2017

MGA ZONE 56

MGA DATE-0494

AS/73

AS/73

SURVEYOR
Name: MATTHEW JAMES COOPER
Date: 17 NOVEMBER 2017
Reference: 015-15 1

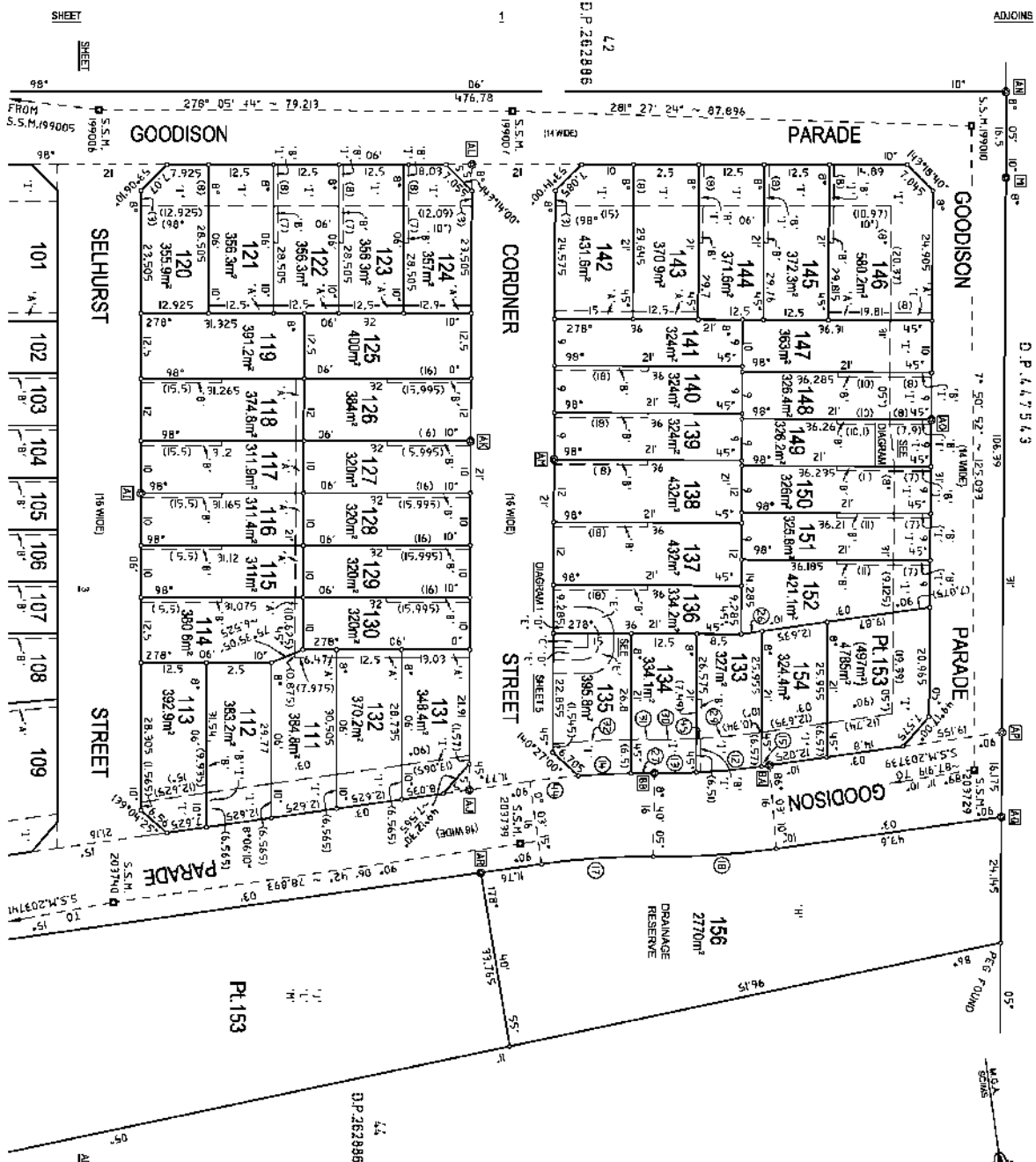
PLAN OF
SUBDIVISION OF LOT 43 D.P. 262886

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

Registered
04.07.2018

DP1224267

"H" EASEMENT TO DRAIN WATER (WHOLE LOT)
 "J" - THAT PART OF LOT 153 BENEFITED BY RIGHT OF CARRIAGEWAY (VARIABLE WIDTH)
 "L" - RESTRICTION ON THE USE OF LAND NO. 16, 19 AND 20
 "M" POSITIVE COVENANT NO 18



SCHEDULE OF REFERENCE MARKS			
CR.	BEARING	DISTANCE	DESCRIPTION
1	264°42'00"	0.955	R.M. GIP POINT
2	201°28'30"	3.415	R.M. O.H.W. PLACED
3	146°46'45"	15.165	R.M. S.M. 203739 PLACED
4	114°31'40"	4.89	R.M. O.H.W. PLACED
5	140°28'55"	14.802	R.M. S.M. 199007 PLACED
6	201°13'20"	3.465	R.M. O.H.W. PLACED
7	233°11'40"	9.312	R.M. S.M. 199010 PLACED
8	63°52'40"	4.015	R.M. O.H.W. PLACED
9	219°05'55"	10.25	R.M. S.M. 203739 PLACED
10	345°43'40"	10.1	R.M. O.H.W. PLACED
11	355°08'15"	3.259	R.M. O.H.W. PLACED
12	179°11'30"	3.435 & 12.655	R.M. O.H.W. PLACED
13	185°01'55"	1.45 & 12.61	R.M. O.H.W. PLACED

SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CURVED	ARC	RADIUS
12	92°51'05"	12.56	12.56	14.1
13	97°02'10"	8.035	8.035	14.1
14	95°14'55"	10.04	10.04	159
15	90°10'35"	0.605	0.605	14.1
17	270°21'40"	21.415	21.5	14.3
18	271°21'40"	23.685	21.61	157
27	97°51'45"	4.47	4.47	159
29	272°21'50"	11.32	11.35	154.5
30	273°57'50"	0	0	134.5
31	277°53'20"	4.595	4.595	145.5
32	271°30'20"	15.035	15.04	165.5
44	91°44'50"	9.39	9.39	159
45	275°02'45"	0.9	0.9	134.5

SCHEDULE OF LINES		
No.	BEARING	DISTANCE
26	90°03'10"	4.04

- ADDITIONS
- A. - EASEMENT TO DRAIN WATER 1.5 M WIDE
 - B. - EASEMENT FOR ACCESS AND MAINTENANCE 0.9 M WIDE
 - C. - EASEMENT FOR PUMP-OUT SUBSTATION 2.75 M WIDE
 - D. - RESTRICTION ON THE USE OF LAND No. 4
 - E. - RESTRICTION ON THE USE OF LAND No. 5
 - F. - EASEMENT TO DRAIN WATER (WHOLE LOT)
 - G. - RESTRICTION ON THE USE OF LAND No. 9
 - H. - THAT PART OF LOT 153 BENEFITED BY RIGHT OF EMBANKMENT (AVAILABLE WIDTH)
 - I. - RESTRICTION ON THE USE OF LAND NO. 16, 19 AND 20
 - J. - POSITIVE COVENANT NO. 18

SURVEYOR Name: MATTHEW JAMES COOPER Date: 11 NOVEMBER 2017 Reference: 01515 1	PLAN OF SUBDIVISION OF LOT 43 D.P. 262886	LGA: BLACKTOWN Locality: MANSDEN PARK Reduction Ratio: 1: 600 Lengths are in metres	Registered 04.07.2018 DP1224267
--	--	--	---------------------------------------



DP1224267

ADJDINS

PARADE

AUBUSSON

STREET

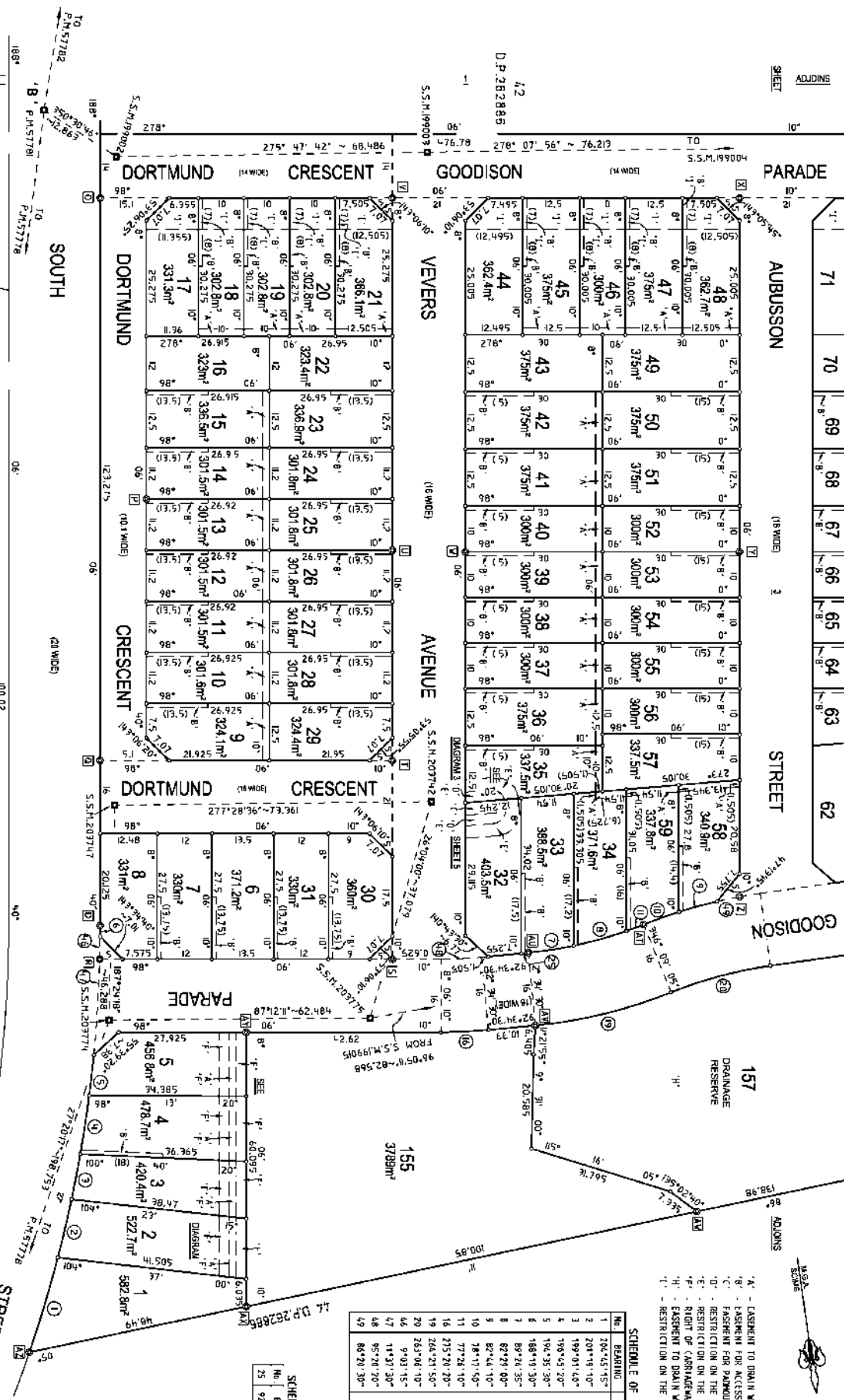
GOODISON



- 1. - RESTRICTION ON THE USE OF LAND No. 9
- 2. -
- 3. -
- 4. - EASEMENT TO DRAIN WATER WHOLE LOT
- 5. - RIGHT OF CARRIAGEWAY 6 WIDE
- 6. - RESTRICTION ON THE USE OF LAND No. 5
- 7. -
- 8. - RESTRICTION ON THE USE OF LAND No. 4
- 9. - EASEMENT FOR PADMOUNT SUBSTATION 7.75 WIDE
- 10. - EASEMENT FOR ACCESS AND MAINTENANCE 9 WIDE
- 11. - EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF OPERATIONS			
NO.	BEARING	CRUISED	ARC
1	204°45'15"	21.665	21.670
2	204°19'10"	13.1	13.1
3	194°51'40"	10.1	10.1
4	194°55'20"	12.9	12.9
5	186°35'30"	9.005	9.005
6	186°19'30"	2.375	2.375
7	89°24'35"	10.055	10.055
8	89°29'00"	11.95	11.95
9	82°44'10"	6.315	6.312
10	77°19'50"	8.165	8.165
11	77°26'10"	4.08	4.08
12	75°20'20"	10.415	10.42
13	74°21'50"	30.565	30.567
20	76°52'00"	22.51	22.565
21	9°03'15"	22.51	22.565
22	9°03'15"	22.51	22.565
23	11°27'30"	21.02	21.055
24	85°20'20"	8.875	8.875
25	86°29'30"	5	5
100			100

SCHEDULE OF LINES		
No.	BEARING	DISTANCE
25	92° 34' 30"	1.575



SCHEDULE OF REFERENCE MARKS	
Distance	Record

SCHEDULE OF REFERENCE MARKS	
READING	DISTANCE

110
$$\begin{array}{r} 10^{\circ} \\ \hline 2.25) \\ .5) \\ \hline \end{array}$$

1.5)
2.25)

55
1.5)
6.005)
7.

(592,265)
(15,5)
NE

511
265)

2.

		DATE OF BIRTH	DATE OF DEATH	AGE	SEX	RELATION	PLACED
1	189-09-20	3.37	12.51				
2	189-09-20	3.37	12.51				
3	189-09-20	3.37	12.51				
4	189-09-20	3.37	12.51				
5	189-09-20	3.37	12.51				
6	189-09-20	3.37	12.51				
7	189-09-20	3.37	12.51				
8	189-09-20	3.37	12.51				
9	189-09-20	3.37	12.51				
10	189-09-20	3.37	12.51				
11	189-09-20	3.37	12.51				
12	189-09-20	3.37	12.51				
13	189-09-20	3.37	12.51				
14	189-09-20	3.37	12.51				
15	189-09-20	3.37	12.51				
16	189-09-20	3.37	12.51				
17	189-09-20	3.37	12.51				
18	189-09-20	3.37	12.51				
19	189-09-20	3.37	12.51				
20	189-09-20	3.37	12.51				
21	189-09-20	3.37	12.51				
22	189-09-20	3.37	12.51				
23	189-09-20	3.37	12.51				
24	189-09-20	3.37	12.51				
25	189-09-20	3.37	12.51				
26	189-09-20	3.37	12.51				
27	189-09-20	3.37	12.51				
28	189-09-20	3.37	12.51				
29	189-09-20	3.37	12.51				
30	189-09-20	3.37	12.51				
31	189-09-20	3.37	12.51				
32	189-09-20	3.37	12.51				
33	189-09-20	3.37	12.51				
34	189-09-20	3.37	12.51				
35	189-09-20	3.37	12.51				
36	189-09-20	3.37	12.51				
37	189-09-20	3.37	12.51				
38	189-09-20	3.37	12.51				
39	189-09-20	3.37	12.51				
40	189-09-20	3.37	12.51				
41	189-09-20	3.37	12.51				
42	189-09-20	3.37	12.51				
43	189-09-20	3.37	12.51				
44	189-09-20	3.37	12.51				
45	189-09-20	3.37	12.51				
46	189-09-20	3.37	12.51				
47	189-09-20	3.37	12.51				
48	189-09-20	3.37	12.51				
49	189-09-20	3.37	12.51				
50	189-09-20	3.37	12.51				
51	189-09-20	3.37	12.51				
52	189-09-20	3.37	12.51				
53	189-09-20	3.37	12.51				
54	189-09-20	3.37	12.51				
55	189-09-20	3.37	12.51				
56	189-09-20	3.37	12.51				
57	189-09-20	3.37	12.51				
58	189-09-20	3.37	12.51				
59	189-09-20	3.37	12.51				
60	189-09-20	3.37	12.51				
61	189-09-20	3.37	12.51				
62	189-09-20	3.37	12.51				
63	189-09-20	3.37	12.51				
64	189-09-20	3.37	12.51				
65	189-09-20	3.37	12.51				

NAME	DOB/INM	UNIT PRICE	DESCRIPTION
AL	148745.50	6.055 & 14.61	R.H. D.H.W. PLAKED
AV	4712.357	3.38	R.M. D.H.W. PLAKED
AW	768111.357	7.355	R.M. D.H.W. PLAKED
AX	8722.057	6.155	R.M. D.H.W. PLAKED
AY	3729.157	3.455	R.H. D.H.W. PLAKED
AZ	2207.00	1.15	R.H. CUP PLAKED

SURVEYOR

Name: MATTHEW JAMES COOPER

Date: 17 NOVEMBER 2017

Reference: 015-1

PLAN OF
SUBDIVISION OF LOT 43 D.P. 262886

Diagram showing the subdivision of Lot 43 into two lots (1 and 2) and a proposed road. The plan includes dimensions, bearings, and area calculations.

Lot 1: 100' x 120' = 12,000 sq. ft.

Lot 2: 100' x 120' = 12,000 sq. ft.

Proposed Road: 10' x 120' = 1,200 sq. ft.

Total Area: 25,200 sq. ft.

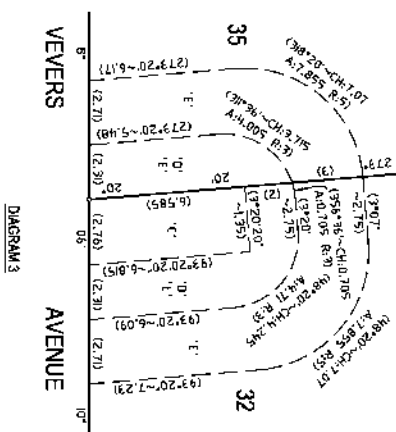
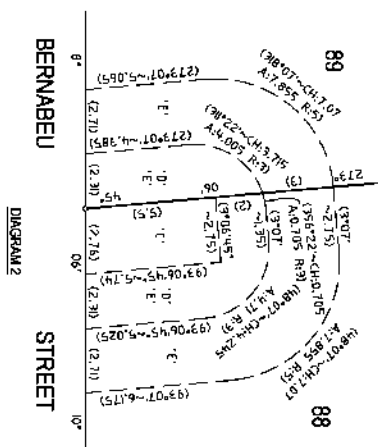
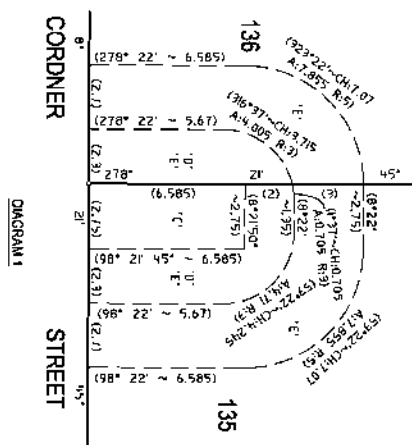
Scale: 1" = 100'

Diagram 1300

IGA. BLACKTOWN
 Locality: MARSDEN PARK
 Reduction Ratio: 1: 600
 Lengths are in metres


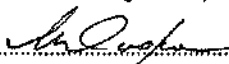
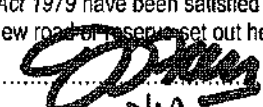
Registered
04.07.2018

DP1224267



'C' - EASEMENT FOR POUNDING SUBSTATION 2.75 WIDE
'D' - RESTRICTION ON THE USE OF LAND No. 4
'E' - RESTRICTION ON THE USE OF LAND No. 5

SURVEYOR Name: MATTHEW JAMES COOPER Date: 11 NOVEMBER 2017 Reference: 01515 1	PLAN OF SUBDIVISION OF LOT 43 D.P. 262885	LGA: BLACKTOWN Locality: MANSDEN PARK Reduction Ratio: 1: 150 Lengths are in metres	Registered 04.07.2018	DP1224267
---	---	---	--------------------------	-----------

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)
<div>Office Use Only</div> <div>Registered:  04.07.2018</div> <div>Title System: TORRENS</div>		<div>Office Use Only</div> <div>DP1224267</div>
PLAN OF SUBDIVISION OF LOT 43 D.P.262886		LGA: BLACKTOWN Locality: MARSDEN PARK Parish: ROOTY HILL County: CUMBERLAND
<div>Survey Certificate</div> <div>I, MATTHEW JAMES COOPER 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 2017</i>, is accurate and the survey was completed on 17 NOVEMBER 2017, or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous Signature:  Dated: 22/6/18 Surveyor Identification No: 8834 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</div>		<div>Crown Lands NSW/Western Lands Office Approval</div> <div>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:</div> <div><div>Subdivision Certificate</div><div>I, JUDITH PORTELLI *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: NIA Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 22-6-18 Subdivision Certificate number: SC-17-00258 File number: DA-15-02754 *Strike through if inapplicable.</div></div>
Plans used in the preparation of survey/compilation. D.P.262886 D.P.518023 D.P.616003 D.P.1188147 D.P.1208554		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. GOODISON PARADE (14 & 16 WIDE) 2. CORDNER STREET (16 WIDE) 3. SELHURST STREET (16 WIDE) 4. VEVERS AVENUE (16 WIDE) 5. AUBUSSON STREET (16 WIDE) 6. BERNABEU STREET (16 WIDE) 7. DORTMUND CRESCENT (10.1, 14 & 16 WIDE) AS PUBLIC ROAD. (CONTINUED ON SHEET 2)
Surveyor's Reference: 015-15_1		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Sheet 2 of 8 sheet(s)

Registered:



04.07.2018

Office Use Only

Office Use Only

**PLAN OF
SUBDIVISION OF LOT 43 D.P.262886**

DP1224267

Subdivision Certificate number: **SC-17-00258**

Date of Endorsement: 22.6.18

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

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

IT IS INTENDED TO CREATE LOT 156 & LOT 157 AS A DRAINAGE RESERVE.

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO
CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RIGHT OF CARRIAGEWAY 6 WIDE
7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
8. EASEMENT TO DRAIN WATER (WHOLE LOT)
9. RESTRICTION ON THE USE OF LAND
10. POSITIVE COVENANT
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. POSITIVE COVENANT
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. POSITIVE COVENANT
22. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15 1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 8 sheet(s)

Registered:



04.07.2018

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 43 D.P.262886

DP1224267

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22.6.18

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE LOTS 1 TO 5				
6	5	GOODISON	PARADE	MARSDEN PARK
7	3	GOODISON	PARADE	MARSDEN PARK
8	1	GOODISON	PARADE	MARSDEN PARK
9	4	DORTMUND	CRESCENT	MARSDEN PARK
10	6	DORTMUND	CRESCENT	MARSDEN PARK
11	8	DORTMUND	CRESCENT	MARSDEN PARK
12	10	DORTMUND	CRESCENT	MARSDEN PARK
13	12	DORTMUND	CRESCENT	MARSDEN PARK
14	14	DORTMUND	CRESCENT	MARSDEN PARK
15	16	DORTMUND	CRESCENT	MARSDEN PARK
16	18	DORTMUND	CRESCENT	MARSDEN PARK
17	20	DORTMUND	CRESCENT	MARSDEN PARK
18	22	DORTMUND	CRESCENT	MARSDEN PARK
19	24	DORTMUND	CRESCENT	MARSDEN PARK
20	26	DORTMUND	CRESCENT	MARSDEN PARK
21	28	DORTMUND	CRESCENT	MARSDEN PARK
22	17	VEVERS	AVENUE	MARSDEN PARK
23	15	VEVERS	AVENUE	MARSDEN PARK
24	13	VEVERS	AVENUE	MARSDEN PARK
25	11	VEVERS	AVENUE	MARSDEN PARK
26	9	VEVERS	AVENUE	MARSDEN PARK
27	7	VEVERS	AVENUE	MARSDEN PARK
28	5	VEVERS	AVENUE	MARSDEN PARK
29	3	VEVERS	AVENUE	MARSDEN PARK
30	9	GOODISON	PARADE	MARSDEN PARK
31	7	GOODISON	PARADE	MARSDEN PARK
32	11	GOODISON	PARADE	MARSDEN PARK
33	13	GOODISON	PARADE	MARSDEN PARK
34	15	GOODISON	PARADE	MARSDEN PARK
35	4	VEVERS	AVENUE	MARSDEN PARK
36	6	VEVERS	AVENUE	MARSDEN PARK
37	8	VEVERS	AVENUE	MARSDEN PARK
38	10	VEVERS	AVENUE	MARSDEN PARK
39	12	VEVERS	AVENUE	MARSDEN PARK
40	14	VEVERS	AVENUE	MARSDEN PARK
41	16	VEVERS	AVENUE	MARSDEN PARK
42	18	VEVERS	AVENUE	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15_1

Registered:



04.07.2018

Office Use Only

Office Use Only

**PLAN OF
SUBDIVISION OF LOT 43 D.P.262886**

DP1224267

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22-6-18

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
43	20	VEVERS	AVENUE	MARSDEN PARK
44	123	GOODISON	PARADE	MARSDEN PARK
45	121	GOODISON	PARADE	MARSDEN PARK
46	119	GOODISON	PARADE	MARSDEN PARK
47	117	GOODISON	PARADE	MARSDEN PARK
48	115	GOODISON	PARADE	MARSDEN PARK
49	19	AUBUSSON	STREET	MARSDEN PARK
50	17	AUBUSSON	STREET	MARSDEN PARK
51	15	AUBUSSON	STREET	MARSDEN PARK
52	13	AUBUSSON	STREET	MARSDEN PARK
53	11	AUBUSSON	STREET	MARSDEN PARK
54	9	AUBUSSON	STREET	MARSDEN PARK
55	7	AUBUSSON	STREET	MARSDEN PARK
56	5	AUBUSSON	STREET	MARSDEN PARK
57	3	AUBUSSON	STREET	MARSDEN PARK
58	19	GOODISON	PARADE	MARSDEN PARK
59	17	GOODISON	PARADE	MARSDEN PARK
60	25	GOODISON	PARADE	MARSDEN PARK
61	23	GOODISON	PARADE	MARSDEN PARK
62	21	GOODISON	PARADE	MARSDEN PARK
63	4	AUBUSSON	STREET	MARSDEN PARK
64	6	AUBUSSON	STREET	MARSDEN PARK
65	8	AUBUSSON	STREET	MARSDEN PARK
66	10	AUBUSSON	STREET	MARSDEN PARK
67	12	AUBUSSON	STREET	MARSDEN PARK
68	14	AUBUSSON	STREET	MARSDEN PARK
69	16	AUBUSSON	STREET	MARSDEN PARK
70	18	AUBUSSON	STREET	MARSDEN PARK
71	113	GOODISON	PARADE	MARSDEN PARK
72	111	GOODISON	PARADE	MARSDEN PARK
73	109	GOODISON	PARADE	MARSDEN PARK
74	107	GOODISON	PARADE	MARSDEN PARK
75	105	GOODISON	PARADE	MARSDEN PARK
76	17	BERNABEU	STREET	MARSDEN PARK
77	15	BERNABEU	STREET	MARSDEN PARK
78	13	BERNABEU	STREET	MARSDEN PARK
79	11	BERNABEU	STREET	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15 1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Registered:



04.07.2018

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 43 D.P.262886

DP1224267

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22.6.18

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
80	9	BERNABEU	STREET	MARSDEN PARK
81	7	BERNABEU	STREET	MARSDEN PARK
82	5	BERNABEU	STREET	MARSDEN PARK
83	3	BERNABEU	STREET	MARSDEN PARK
84	29	GOODISON	PARADE	MARSDEN PARK
85	27	GOODISON	PARADE	MARSDEN PARK
86	35	GOODISON	PARADE	MARSDEN PARK
87	33	GOODISON	PARADE	MARSDEN PARK
88	31	GOODISON	PARADE	MARSDEN PARK
89	4	BERNABEU	STREET	MARSDEN PARK
90	6	BERNABEU	STREET	MARSDEN PARK
91	8	BERNABEU	STREET	MARSDEN PARK
92	10	BERNABEU	STREET	MARSDEN PARK
93	12	BERNABEU	STREET	MARSDEN PARK
94	14	BERNABEU	STREET	MARSDEN PARK
95	16	BERNABEU	STREET	MARSDEN PARK
96	103	GOODISON	PARADE	MARSDEN PARK
97	101	GOODISON	PARADE	MARSDEN PARK
98	99	GOODISON	PARADE	MARSDEN PARK
99	97	GOODISON	PARADE	MARSDEN PARK
100	95	GOODISON	PARADE	MARSDEN PARK
101	93	GOODISON	PARADE	MARSDEN PARK
102	15	SELHURST	STREET	MARSDEN PARK
103	13	SELHURST	STREET	MARSDEN PARK
104	11	SELHURST	STREET	MARSDEN PARK
105	9	SELHURST	STREET	MARSDEN PARK
106	7	SELHURST	STREET	MARSDEN PARK
107	5	SELHURST	STREET	MARSDEN PARK
108	3	SELHURST	STREET	MARSDEN PARK
109	39	GOODISON	PARADE	MARSDEN PARK
110	37	GOODISON	PARADE	MARSDEN PARK
111	45	GOODISON	PARADE	MARSDEN PARK
112	43	GOODISON	PARADE	MARSDEN PARK
113	41	GOODISON	PARADE	MARSDEN PARK
114	4	SELHURST	STREET	MARSDEN PARK
115	6	SELHURST	STREET	MARSDEN PARK
116	8	SELHURST	STREET	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15_1

Office Use Only

Office Use Only

DP1224267

Date of Endorsement: 22.6.18


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

SCHEDULE OF LOTS & ADDRESSES

STREET ADDRESSES NOT AVAILABLE LOTS 155 TO 157

Surveyor's Reference: 015-15 1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 8 sheet(s)

Office Use Only
Registered:  04.07.2018

PLAN OF
SUBDIVISION OF LOT 43 D.P.262886

Subdivision Certificate number: SC-17-00258
Date of Endorsement: 22.6.18

Office Use Only
DP1224267

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

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

Executed by 372 South Holdings Pty Ltd ATF 372 South Holdings Trust (ACN 611763725)
in accordance with section 127(1) of the Corporations Act:

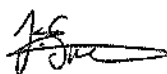
LIXIN JIA
DIRECTOR

372 South Holdings Pty Ltd

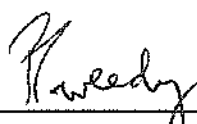
ZHI CHENG DOU
DIRECTOR

372 South Holdings Pty Ltd

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:


WITNESS

JEEVIKA SIVALOGARAJAH
Officer Client Support
NAB Corporate NSW & ACT


ATTORNEY

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15_1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet(s)

Office Use Only

Registered:  04.07.2018

Office Use Only

DP1224267

PLAN OF
SUBDIVISION OF LOT 43 D.P.262886

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22.6.18

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

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

~~Executed by 372 South Holdings Pty Ltd ATF 372 South Holdings Trust~~
~~(ACN 611 763 725) in accordance with section 127(1) of the~~
~~Corporations Act~~ *date 25/6/18*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15_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 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. **17-00258**

372 SOUTH HOLDINGS PTY LIMITED

ACN 611 763 725

mer
27/6/18

Full Name and address of Proprietor of land:	Blue Cedar MF Development Pty Ltd ABN 47 612 336 044 Level 16, 5 Martin Place, SYDNEY NSW 2000
--	---

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	2	1
		3	1, 2
		4	1 to 3 inclusive
		5	1 to 4 inclusive
		9	10 to 16 inclusive
		10	11 to 16 inclusive
		11	12 to 16 inclusive
		12	13 to 16 inclusive
		13	14 to 16 inclusive
		14	15, 16
		15	16
		18	17
		19	17, 18
		20	17 to 19 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL


General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No.17-00258

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	17 to 20 inclusive
		34	35 to 43 inclusive
		35	36 to 43 inclusive
		36	37 to 43 inclusive
		37	38 to 43 inclusive
		38	39 to 43 inclusive
		39	40 to 43 inclusive
		40	41 to 43 inclusive
		41	42, 43
		42	43
		45	44
		46	44, 45
		47	44 to 46 inclusive
		48	44 to 47 inclusive
		58	34 to 43 inclusive, 59
		59	34 to 43 inclusive
		86	89, 90
		89	90
		92	91
		93	91, 92

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

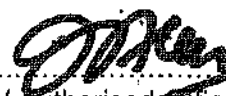
Subdivision Certificate No. 17- 00258

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	94	91 to 93 inclusive
		95	91 to 94 inclusive
		98	91 to 95 inclusive
		99	91 to 95 inclusive, 98
		100	91 to 95 inclusive, 98, 99
		101	91 to 95 inclusive, 98, 99, 100
		109	86, 89, 90, 110
		110	86, 89, 90
		111	114 to 119 inclusive
		114	115 to 119 inclusive
		115	116 to 119 inclusive
		116	117 to 119 inclusive
		117	118, 119
		118	119
		121	120
		122	120, 121
		123	120 to 122 inclusive
		124	120 to 123 inclusive
		131	111, 114 to 119 inclusive, 132
		132	111, 114 to 119 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 4 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

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	142 143 146	143, 144 144 145
2.	Easement for Access and Maintenance 0.9 Wide	6 7 9 10 11 12 13 14 15 18 19 20 21 23 24 25 26	7 8 10 11 12 13 14 15 16 17 18 19 20 22 23 24 25

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

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 and Maintenance 0.9 Wide	27	26
		28	27
		29	28
		30	31
		31	6
		33	32
		34	33
		35	36
		36	37
		37	38
		38	39
		39	40
		40	41
		41	42
		42	43
		45	44
		46	45
		47	46
		48	47
		50	49

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 6 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. **17-00258**

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 and Maintenance 0.9 Wide	51	50
		52	51
		53	52
		54	53
		55	54
		56	55
		57	56
		58	59
		59	34
		60	61
		61	62
		63	64
		64	65
		65	66
		66	67
		67	68
		68	69
		69	70
		72	71
		73	72

Handwritten signature
29/6/18

APPROVED BY BLACKTOWN CITY COUNCIL

Handwritten signature
General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

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 and Maintenance 0.9 Wide	74	73
		75	74
		77	76
		78	77
		79	78
		80	79
		81	80
		82	81
		83	82
		84	85
		85	60
		86	87
		87	88
		89	90
		90	91
		91	92
		92	93
		93	94
		94	95
		97	96

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 8 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

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 and Maintenance 0.9 Wide	98	97
		99	98
		100	99
		101	100
		103	102
		104	103
		105	104
		106	105
		107	106
		108	107
		109	110
		110	86
		112	113
		114	115
		115	116
		116	117
		117	118
		118	119
		122	121
		123	122

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 9 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

DP1224267

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 and Maintenance 0.9 Wide	124	123
		126	125
		127	126
		128	127
		129	128
		130	129
		133	134
		136	137
		137	138
		138	139
		139	140
		140	141
		144	143
		145	144
		146	145
		148	147
		149	148
		150	149
		151	150
		152	151

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 10 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17 - 00258

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:-
3.	Easement for Padmount Substation 2.75 Wide	32, 88, 135	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land	Part 32, Part 35, Part 88, Part 89, Part 135, Part 136 designated 'D'	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land	Part 32, Part 35, Part 88, Part 89, Part 135, Part 136 designated 'E'	Epsilon Distribution Ministerial Holding Corporation
6.	Right of Carriageway 6 Wide	2	1, 3
		3	1, 2, 4
		4	1 to 3 inclusive, 5
		5	1 to 4 inclusive
7.	Right of Carriageway Variable Width	157	Part Lot 153 denoted 'J'
8.	Easement to Drain Water (Whole Lot)	156, 157	Blacktown City Council
9.	Restriction on the Use of Land	Part Lots 17 to 21 inclusive, Part Lots 44 to 48 inclusive, Part Lots 71 to 75 inclusive, Part Lot 86, Part Lot 87, Part Lots 96 to 101 inclusive, Part Lots 109 to 113 inclusive, Part Lots 120 to 124 inclusive, Part Lots 131 to 135 inclusive, Part Lots 142 to 152 inclusive, Part Lot 153, Part Lot 154, designated 'I'	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

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:-
10.	Positive Covenant	Lots 17 to 21 inclusive, 44 to 48 inclusive, 71 to 75 inclusive, 86, 87, 96 to 101 inclusive, 109 to 113 inclusive, 120 to 124 inclusive, 131 to 135 inclusive, 142 to 152 inclusive, 153, 154	Blacktown City Council
11.	Restriction on the Use of Land	1, 2, 3, 74 to 88 inclusive, 93 to 105 inclusive, 109 to 135 inclusive, 141 to 154 inclusive	Blacktown City Council
12.	Restriction on the Use of Land	4, 5, 6 to 15 inclusive, 19 to 73 inclusive, 89 to 92 inclusive, 106 to 108 inclusive, 136 to 140 inclusive	Blacktown City Council
13.	Restriction on the Use of Land	16, 17, 18	Blacktown City Council
14.	Restriction on the Use of Land	1 to 11 inclusive, 21, 29 to 36 inclusive, 40 to 154 inclusive	Blacktown City Council
15.	Restriction on the Use of Land	1 to 5 inclusive, 8	Blacktown City Council
16.	Restriction on the Use of Land	Pt 153 designated 155 L' 155, 156	Blacktown City Council
17.	Restriction on the Use of Land	1 to 5 inclusive	Blacktown City Council
18.	Positive Covenant	Pt 153 designated 155 M' 156	Blacktown City Council
19.	Restriction on the Use of Land	Pt 153 designated 155 L' 156	Blacktown City Council
20.	Restriction on the Use of Land	Pt 153 designated 155 L' 156	Blacktown City Council
21.	Positive Covenant	1 to 5 inclusive	Blacktown City Council
22.	Restriction on the Use of Land	1 to 154 inclusive	Blacktown City Council

MC
29/6/18

MC
29/6/18

MC
29/6/18

MC
29/6/18

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

[Signature]

Lengths are in Metres

Sheet 12 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 and 8 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:

1. enter upon the burdened lot but only within the site of this easement.
2. do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
3. 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:

1. ensure that all work is done properly and carried out as quickly as practicable; and
2. cause as little inconvenience to the proprietor or occupier of the burdened lot; and
3. cause as little damage as possible to the burdened lot and any improvement on it and
4. restore as nearly as is practicable the burdened lot to its former condition; and
5. 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 13 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

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

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

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

1. 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 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.

2. No building shall be erected or permitted to remain within the restriction site denoted 'D' 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.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 14 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

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

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

1. 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.
2. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System.
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution from Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 15 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17 - 00258

Part 2 (cont)

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

Name of Authority empowered to release vary or modify the terms of the easements and restrictions numbered 3, 4 and 5 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

- 1) The owner of the lot benefited may:
 - a) by any reasonable means pass across each lot burdened but only within the easement site, to get to and from the lot benefited;
 - b) do anything reasonably necessary for that purpose, including:
 - c) entering the Lot Burdened;
 - d) taking anything on to the Lot Burdened; and
 - e) carrying out work within the Easement Site such as repairing or maintaining the Easement Site.
- 2) In exercising those powers, the owner of the lot benefited must:
 - a) ensure that all work on the Lot Benefited is done properly;
 - b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - e) make good any collateral damage.
- 3) The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.

Name of Authority empowered to release vary or modify the terms of the easements numbered 6 and 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 16 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

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

No building shall be erected or permitted to remain erected on that part of the land denoted 'I' on the abovementioned plan other than a Class 10b structure.

This restriction can be extinguished upon commencement of any future development on the adjoining lots (Lot 42 DP262866, Lot 44 DP262866, Lot 1 DP447543, and that part of Residue Lot 153 denoted 'J' and Residue Lot 156 in the abovementioned plan.

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.

That part of the land denoted 'I' shall be maintained as an Asset Protection Zone (Inner Protection Area) in accordance with Section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This positive covenant can be extinguished upon commencement of any future development on the adjoining lots (Lot 42 DP262866, Lot 44 DP262866, Lot 1 DP447543, and that part of Residue Lot 153 denoted 'J' and Residue Lot 156 in the abovementioned plan.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 17 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 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 A1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 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 the terms of the restrictions numbered 11, 12 and 13 in the plan is Blacktown City Council.

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

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

Name of Authority empowered to release vary or modify restriction numbered 14 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 18 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

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

Direct vehicular access to and/or from the lots hereby burdened is prohibited from South Street.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 15 in the plan is Blacktown City Council.

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

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


Name of Authority empowered to release vary or modify restriction numbered 16 in the plan is Blacktown City Council.

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

The lots burdened by this restriction cannot be considered for further development to increase density beyond one dwelling per lot, unless a Development Application is made that includes an access proposal that meets the requirements of Blacktown City Council

Name of Authority empowered to release vary or modify restriction numbered 17 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 19 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 18 in the plan.**

The owner of the lot hereby burdened shall ensure that the ongoing monitoring and management requirements, as recommended in the Vegetation Management Plan prepared by Ecological Australia dated 7 March 2018 (version 1), held by Blacktown City Council, are met.

**Name of Authority empowered to release vary or modify positive covenant
numbered 18 in the plan is Blacktown City Council.**

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

No further development or use of the lots hereby burdened can take place unless in accordance with the requirements set out in the Vegetation Management Plan prepared by Ecological Australia dated 7 March 2018 (version 1), held by Blacktown City Council.

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

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 20 in the plan.**

No further development or use of the lots hereby burdened can take place that could destroy, damage or otherwise have an adverse impact on the values of the E2 Environmental Conservation Land.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 20 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.

1. The owner of the lots burdened will in respect of the Right of Carriageway within the burdened lots referred to in the abovementioned plan:
 - (a) maintain the driveway surface and any associated drainage system in reasonable working condition and
 - (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable to its former condition and
 - (c) share the cost of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
2. The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited
3. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.


Name of Authority empowered to release vary or modify positive covenant numbered 21 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 22 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 22 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 21 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

Part 2 (cont)

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

(name of delegate)

Signature of Delegate

JUDITH PORTELLI
Name of Delegate (print)

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

Signature of Witness

KATHERINE UHILA
Name of Witness (print)

C1-BLACKTOWN CITY COUNCIL

62 FLUSHCOMBE RD BLACKTOWN
Address of Witness

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 22 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

DP1224267

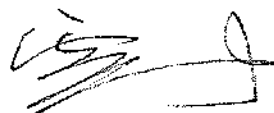
D.P.262886 covered by Council's

Subdivision Certificate No. 11-00258

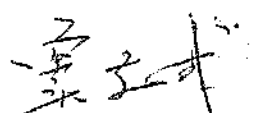
Part 2 (cont)

372 SOUTH HOLDINGS

me
27/6/18
EXECUTED by ~~Blue Cedar ME~~
~~Development Pty Ltd~~
~~(ABN 47 812 336 844)~~ (ACN 611 763 725)
in accordance with section 127(1) of the
Corporations Act:



Signature of Director



Signature of Director/Secretary

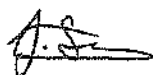
Lixin Jia

Name of Director

Zhicheng Dou

Name of Director/Secretary

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:



WITNESS



ATTORNEY

JEEVIKA SIVALOGARAJAH
Officer Client Support
NAB Corporate NSW & ACT

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

APPROVED BY BLACKTOWN CITY COUNCIL



General Manager / Authorised Officer

Lengths are in Metres

23 23
Sheet 23 of 23 Sheets

Plan:

DP1224267

Plan of Subdivision of Lot 43
D.P.262886 covered by Council's
Subdivision Certificate No. 17-00258

Part 2 (cont)

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

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

Signature of witness:



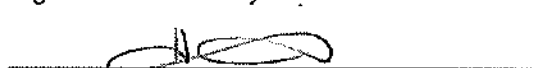
Name of witness:

NATASHA ISSAC

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

~~Book 4727 No 524~~ Book 4734 No 883 CW

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS 18015

Date of signature:

4 December 2017

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

REGISTERED

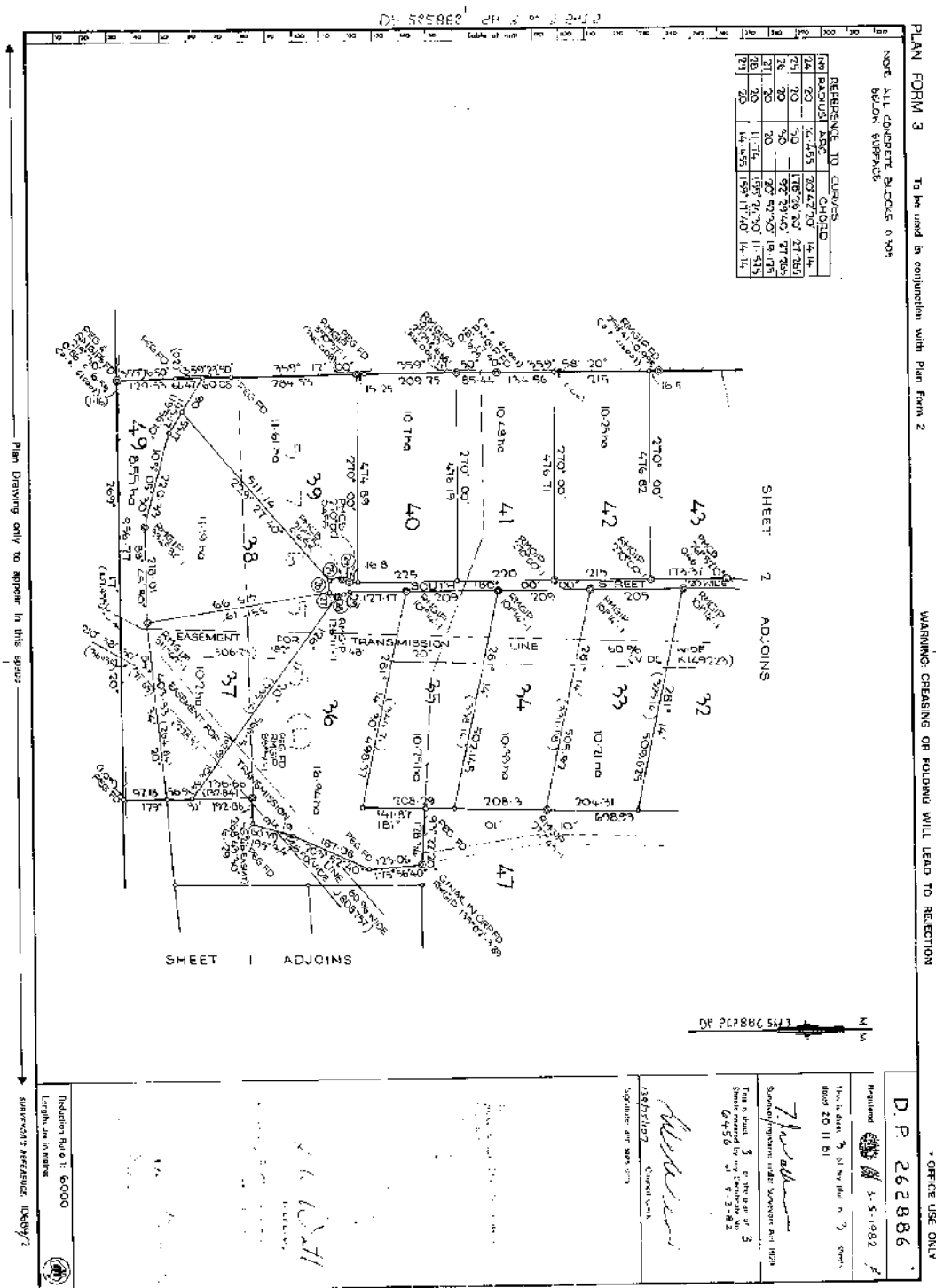


04.07.2018

64h 1507, 1902

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

6th May, 1982



FRAMME 2

I, Brian Richard Davies, Under Secretary for Lands and Real Estate, Governor of New South Wales, certify that this negotation is a photograph made as a permanent record of a document in my custody this day.

10th May, 1992

2075 ALABAMA ST. N. W. DISTRICT CHRISTIAN
 DENOMINATIONAL CHURCH 2075 ALABAMA ST. N. W.
 N. W. DISTRICT CHRISTIAN

Applicant Details

Your reference 210518

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no.	PL2022/06035	Fee: \$53.00
Date issued	22 April 2022	Urgency fee: N/A
Receipt no.	ePay Ref 209748	

Property information

Property ID	384303	Land ID	383134
Legal description	LOT 81 DP 1224267		
Address	7 BERNABEU STREET MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

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

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

Section 10.7(2)

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

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

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

Please note that the above SEPPs were repealed on 1 March 2022. From the 1 March 2022, the following State Environmental Planning Policies apply as follows:

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

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

Note that the content of the SEPP has not changed.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

On 16 August 2021, Council placed a housekeeping amendment Planning Proposal to amend Blacktown Local Environmental Plan 2015.

The proposal amends:

- Clause 4.1AA Minimum subdivision lot size for community title schemes, and Clause 4.1A Minimum subdivision lot size for strata plan schemes, to remove inconsistency with Clause 4.1(4) Minimum subdivision lot size,
- Clause 4.1 C relating to the subdivision of a lawfully erected dual occupancy development on a corner lot, by including an objective and clarifying what is defined as a corner lot, and
- Schedule 1 – Additional permitted uses to update the legal description of No 22 John Hines Avenue, Minchinbury
- A copy of the Planning Proposal is available on the NSW Planning Portal:
<https://pp.planningportal.nsw.gov.au/ppr/pre-exhibition/housekeeping-amendment-no2-blacktown-local-environmental-plan-2015>

1.3 State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

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

- The draft State Environmental Planning Policy (Design and Place) 2021 and supporting guides were placed on exhibition on 10 December 2021. The draft State Environmental Planning Policy (Design and Place) 2021 will supersede the existing State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development, and State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, with relevant provisions transferred across.

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 29 October 2021 to 30 November 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Fun SEPP).
- The amendment proposes to support hospitality, events and arts industries through the use of exempt and complying development. For more information visit <https://www.planningportal.nsw.gov.au/the-fun-SEPP>
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 31 March to 9 May 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Building Business Back Better).
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities.
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The NSW Department of Planning, Industry and Environment exhibited a Flood Prone Land Package from the 30 April to 25 June 2020
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.
-

On 6 May 2020, Council placed the Planning Proposal to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006 in relation to the Marsden Park Industrial Precinct.

The proposed amendment aims to:

- remove the existing Floor Space Ratio controls for land zoned R2 Low Density Residential, R3 Medium Density Residential, IN1 General Industrial, IN2 Light Industrial, B5 Business Development and B7 Business Park; and
- remove the existing Height of Building Controls for land zoned IN1 General Industrial, IN2 Light Industrial and B5 Business Development

A copy of the Planning Proposal is available on the NSW Department of Planning and Industry's LEP Tracking website: <http://leptracking.planning.nsw.gov.au/proposal/details.php?rid=6401>

1.5 Development control plans

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

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Child care centres; Community facilities; 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; Swimming pools; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

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

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

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

3. Complying development

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

4. Coastal protection

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

5. Mine subsidence

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

6. Road widening and road realignment

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

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

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

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

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

7.2 Other policies on hazard risk restrictions

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

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

7a. Flood related development controls information

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

8. Land reserved for acquisition

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

9. Contributions plans

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

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

9a. Biodiversity certified land

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

10. Biobanking agreements

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

11. Bushfire prone land

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

Bushfire - 100m buffer

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

Not applicable

18. Site verification certificates

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

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

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

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

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

19.2 Building product rectification orders

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

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land:

State Environmental Planning Policy (Housing) 2021

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

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

Note that General savings provisions apply for the repealed instruments in accordance with Schedule 7 Savings and transitional provisions of Housing SEPP 2021.

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

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

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

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

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

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat

developments. A design review panel is not mandatory.

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The SEPP contains:

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

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

The Planning Systems SEPP:

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

requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This SEPP contains planning provisions:

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

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

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

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

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

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

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

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

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

End of Certificate

22 April 2022

Infotrack Pty Limited

Reference number: 8001598491

Property address: 7 Bernabeu St Marsden Park NSW 2765

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

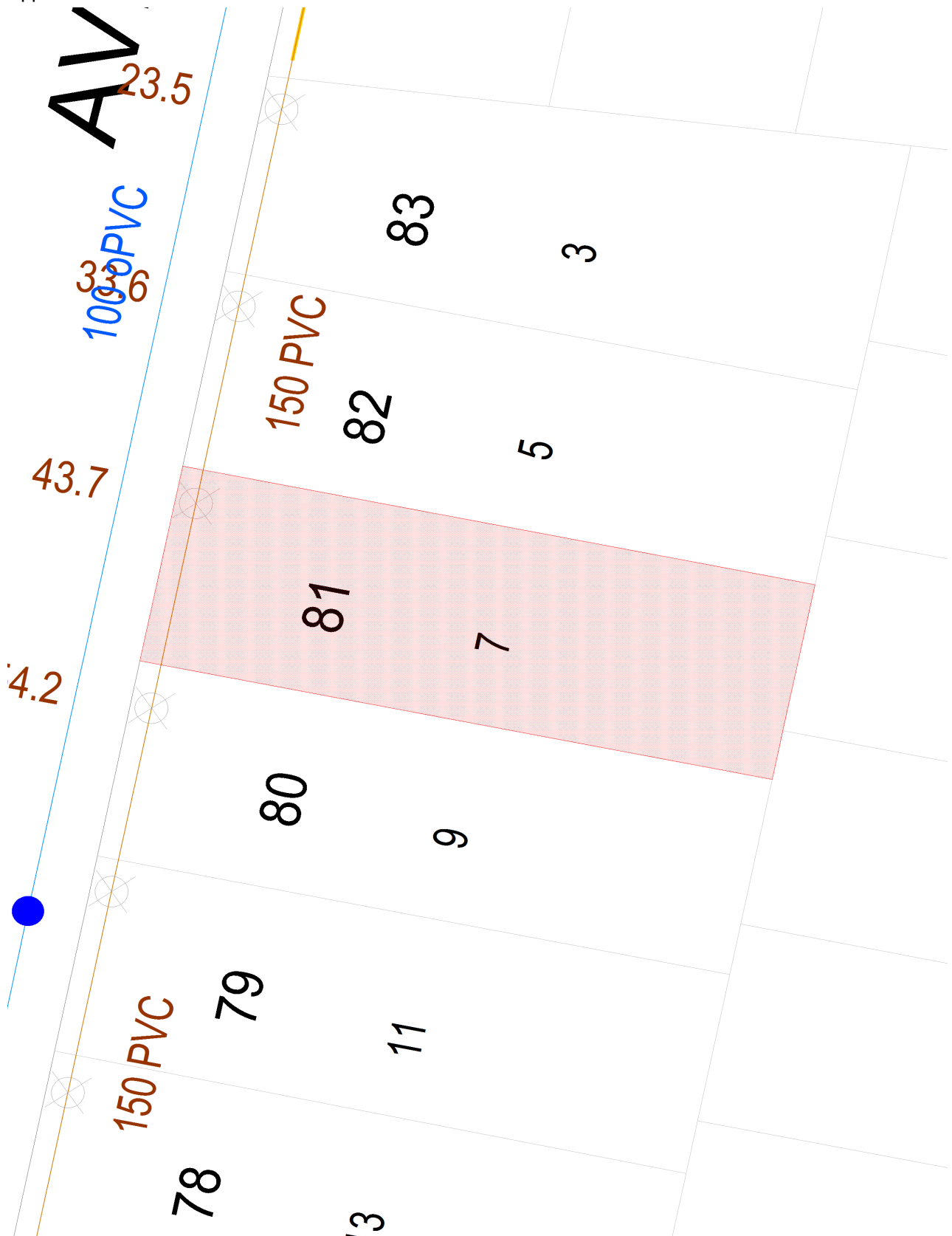
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8001598492



Document generated at 22-04-2022 10:40:39 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

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 Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.