

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate PO Box 6665, Norwest NSW 2153 Email: chris@newvisionre.com.au	Phone: 02 9160 6475 Ref: Chris Brown
co-agent		
vendor	Dinuka Roshan Arseculeratne 8 Duff Glade, Schofields NSW 2762	
vendor's solicitor	Conveyonline Suite 208, 351 Oran Park Drive, Oran Park NSW 2570 Email: convey@conveyonline.com.au	Phone: (02) 8729 8217 Ref: SB:2023-05400
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	8 Duff Glade, Schofields NSW 2762 Folio Identifier 58/SP95780	
	☒ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☒ storage space ☐ none ☒ other: Townhouse	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☒ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: pergola, fake grass, Dryer			

exclusions

purchaser

purchaser's solicitor

price

\$

deposit

\$

(10% of the price, unless otherwise stated)

balance

\$

contract date

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

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

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

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

pexa

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

AceBody Corp

Penrith@acebodycorp.com.au

02 8605 3394

Ace Body Corporate

Dear Sirs

Re: Proposed Sale of 8 Duff Glade, Schofields
8 Duff Glade, Schofields NSW | 58/SP95780

Strata plan: 58/SP95780

We Conveyonline the Licensed Conveyancer for Dinuka Roshan Arseculeratne the owner of the above property and we hereby authorise any prospective purchasers or their representative to inspect the strata records for our property and obtain copies of such records as they may require.

Yours faithfully



Conveyonline
Christie Murphy
Licensed Conveyancer

25 June 2024

SECTION 66W CERTIFICATE

I,
of _____ ,
certify as follows:

1. I am a _____ 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 8 Duff Glade, Schofields NSW 2762, from
Dinuka Roshan Arseculeratne
to _____
in order that there is no cooling off period in
relation to that Contract.
3. I do not act for **Dinuka Roshan Arseculeratne** and am not employed in the legal practice of a
solicitor acting for **Dinuka Roshan Arseculeratne** nor am I a member or employee of a firm of
which a Solicitor acting for **Dinuka Roshan Arseculeratne** is a member or employee.
4. I have explained _____
to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

8 DUFF GLD, SCHOFIELDS 2762

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 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:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

Special conditions

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

BETWEEN

Dinuka Roshan Arseculeratne

(Vendor)

And

(Purchaser)

1. Amendments

Amendments to printed clauses 1 to 32 (inclusive) of this contract are amended as follows:

- (a) Definition of Settlement Cheque in printed clause 1 delete “Building society cheque...” to the end of the definition.
- (b) Definition of Requisition in printed clause 1 delete the words “(but the term does not include a claim)”
- (c) Printed clause 2.4.1 – is deleted.
- (d) Printed clause 5.1 is delete
- (e) Printed clause 5.2.3 is deleted.
- (f) In printed clause 7.1.1, ‘5%’ is replaced with the numeral ‘\$1.00’.
- (g) Printed clause 7.2.1 delete the words “10%” and replace with “\$1.00”.
- (h) Printed clause 8.1.1 delete the words “on reasonable grounds”.
- (i) Printed clause 8.2.2 is deleted.
- (j) Printed clause 11 is deleted.
- (k) Printed clause 12.2 is deleted.
- (l) Printed clause 13.13 is deleted.
- (m) Printed clause 14.2.1 delete the number 2 and replace with the number 5.
- (n) Printed clause 14.3 is deleted.
- (o) Printed clause 14.4.1 is deleted.
- (p) Printed clause 14.4.2 is deleted.
- (q) Printed clause 14.8 is deleted.
- (r) Printed clause 18.7 is deleted.
- (s) Printed clause 19.2.3 the words “a party” are deleted and replaced with “the Vendor”.
- (t) Printed clause 23.5.2 is deleted.

- (u) Printed clause 23.6 delete the words “and is not disclosed in this contract”
- (v) Printed clause 23.6.1 is deleted and replaced with “the vendor is liable for all payments due on or before the contract date; and”
- (w) Printed clause 23.6.2 is deleted and replaced with “the purchaser is liable for all contributions due payable after the contract date”.
- (x) Printed clause 23.9 is deleted.
- (y) Printed clause 23.13 is delete and replaced with “the Purchaser is authorised and agrees to order at its own cost and serve the 184 certificate on the Vendor no less than 7 days prior to settlement”.
- (z) Printed clause 23.14 is deleted.
- (aa) Printed clause 23.17 is deleted.
- (bb) Printed clause 24.4.3 is deleted.
- (cc) Printed clause 24.4.4 is deleted.
- (dd) Printed clause 24.4.5 the words “to the extent that the obligation is disclosed in this contract and is to be complied with after completion” is deleted.
- (ee) Printed clause 25.2 is deleted.
- (ff) Printed clause 30.9 the words “cash (up to \$2,000) is deleted.
- (gg) Printed clause 31.2 the word “5” is deleted and replaced with the word “1”.
- (hh) Printed clause 31.1.2 is deleted.

2. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) If such notice referred to above is issued by the vendor, then the purchaser is required to pay to the vendor the sum of \$440.00 (inclusive of GST) on Completion for legal fees associated with issuing a such notice. This is an essential term of this Agreement.

3. Death or 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 die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

5. Late completion

If the Purchaser does not complete this contract on or before the Completion Date, then on completion the Purchaser must pay to the Vendor interest on the balance of the price from but excluding the Completion Date to the date of actual completion at the rate of 10% per annum and adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.

6. 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.

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The property does not have a swimming pool.

9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof or for any shortfall of funds required on completion.

10. Warranties & Representations

The Purchase acknowledges that no representation, inducements or warranties have been made by the Vendor or his Agent or representatives relating to the present state or condition of the property. The Purchaser acknowledges that all agreed terms of the property are contained herein. The Purchaser purchases

this property in its existing condition and state of repair and shall not make any requisition or claim for compensation in respect thereto.

11. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Deposit payable during cooling off period

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

13. Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, if the vendor agrees to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange the balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full 10% of the price will be forfeited in

the event that the purchaser fails to complete in accordance with the terms hereof.

14. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser, and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Signature of Guarantor

Signature of Guarantor

15. Foreign purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

In the event that the purchaser is in breach of the above warranty and the warranty contained in clause 22 hereof, then the purchaser agrees to

indemnify and compensate the vendor in respect to any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a result of the purchaser's breach in warranty hereof. This clause shall not merge on completion.

16. Tenancy

16.1 Should this Agreement be sold subject to tenancies and the tenant:-

- a. Give notice to vacate the property before or after exchange of contract; and/or
- b. Vacate the property prior to Completion

Then the Purchaser shall not make any objection, requisitions, claim for compensation, rescind this Agreement, terminate this Agreement, delay Completion nor require the Vendor to re-lease the property. The Purchaser agrees to accept the property as Vacant Possession on Completion.

17. Land Tax Surcharge

If a land tax adjustment is required under this Agreement, then the parties agree that in the event that the vendor is liable for the Land Tax Surcharge, the Land Tax Surcharge will be adjusted on Completion in addition to any land tax adjustment.

18. Settlement fee

It is agreed between the parties that if Completion of this matter is not completed on time in accordance with this Agreement, the purchaser will pay to the vendor on Completion the sum of \$175.00 (inclusive of GST) each time settlement is rescheduled or cancelled through no fault of the vendor and a further sum of \$220.00 for completing the contract late. Such payment will be for payment of the vendor's legal costs in relation to same and is an essential term of this Agreement.

19. Drainage diagram

The Purchaser acknowledges that the drainage diagram and sewer reference sheet attached to this Contract are those currently available from the authority, and if such document or documents are not attached then there is none held with the authority

The purchaser shall not make a requisition, claim, delay completion, terminate or rescind this Agreement in respect of the water, sewerage and drainage works that may have been installed or carried out on the Property or that no certificate has been attached to this Agreement.

20. Settlement during the Christmas period

The parties herein agree and acknowledge that notwithstanding any other provision in this contract (including any notice to complete), settlement of this matter shall not take place between 21 December 2023 to 8 January 2024.

21. Requisitions on Title

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto.

22. Cooling off extension

(a) When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this contract the Purchaser shall pay the sum of \$110.00 inclusive of GST for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period whether or not the Vendor agrees with the request.

(b) Where the Purchaser rescinds this contract pursuant to the cooling-off period legislation, a certified copy of this special condition submitted to the

deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder.

23. Adjustments

- (a) The purchaser is required to serve upon the vendor or the vendors legal representative by email a settlement adjustment sheet along with supporting certificates at least five (5) business days prior to completion.
- (b) The vendor is not considered unable or unwilling to complete if the purchaser has not served the settlement adjustments to the vendors legal representative by email at least five (5) business days prior to completion.
- (c) It is acknowledged & agreed the vendor is entitled to charge \$220.00 to the Purchaser in the event that the settlement adjustments and supporting certificates are not served within time in accordance with condition 23(a) of this contract.

24. Order on agent in escrow

The Purchaser will provide the order on agent in escrow at least one (1) business day prior to settlement.



FOLIO: 58/SP95780

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/6/2024	1:46 PM	3	7/7/2022

LAND

LOT 58 IN STRATA PLAN 95780
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

DINUKA ROSHAN ARSECULERATNE (T AP605216)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95780
- 2 SP95780 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN
THE S.88B INSTRUMENT
- 3 SP95780 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT
- 4 AS285859 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP95780

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/10/2023	12:04 PM	3	26/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95780
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP95780

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95780
ADDRESS FOR SERVICE OF DOCUMENTS:
2A COTTAGE GLADE
SCHOFIELDS
NSW 2762

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J26973 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 3 J26973 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 J593239 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 5 J593239 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 6 K615170 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 7 K615170 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 8 DP1226364 EASEMENT FOR PADMOUNT SUBSTATION 2.775 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 9 DP1226364 RESTRICTION(S) ON THE USE OF LAND (B) REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1226364 RESTRICTION(S) ON THE USE OF LAND (C) REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1226364 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP95780

PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
DP1251393 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 11
IN DP1251393

12 DP1226364 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE
S.88B INSTRUMENT

13 DP1226364 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM

14 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT

15 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT

16 DP1226364 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

17 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT

18 DP1226364 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT

19 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT

20 DP1226364 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN
THE S.88B INSTRUMENT

21 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT

22 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (15) IN THE S.88B INSTRUMENT

23 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (16) IN THE S.88B INSTRUMENT

24 DP1226364 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (17) IN THE S.88B INSTRUMENT

25 SP95780 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN
THE S.88B INSTRUMENT

26 SP95780 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT

27 AQ901869 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY
ACT, 1900

28 AQ901870 CONSOLIDATION OF REGISTERED BY-LAWS

29 AQ901870 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 95780

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 129	2	- 127	3	- 125	4	- 123
5	- 125	6	- 119	7	- 127	8	- 119
9	- 127	10	- 125	11	- 123	12	- 125

END OF PAGE 2 - CONTINUED OVER

2023-05400

PRINTED ON 13/10/2023

FOLIO: CP/SP95780

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 95780

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 127	14	- 123	15	- 127	16	- 137
17	- 130	18	- 127	19	- 125	20	- 130
21	- 124	22	- 130	23	- 127	24	- 127
25	- 134	26	- 127	27	- 127	28	- 127
29	- 127	30	- 127	31	- 125	32	- 125
33	- 125	34	- 127	35	- 125	36	- 125
37	- 127	38	- 125	39	- SP101497	40	- 125
41	- 125	42	- 127	43	- 127	44	- 125
45	- 125	46	- 127	47	- 139	48	- 134
49	- 127	50	- 129	51	- 127	52	- 125
53	- 125	54	- 119	55	- SP101497	56	- 127
57	- 125	58	- 127	59	- 125	60	- 127
61	- 127	62	- 125	63	- 125	64	- 135
65	- 127	66	- 125	67	- 125	68	- 125
69	- 125	70	- 125	71	- 127	72	- 127
73	- 127	74	- 127	75	- 127	76	- 130
77	- 139	78	- 125	79	- 125		

STRATA PLAN 101497

LOT	ENT	LOT	ENT
80	- 129	81	- 115

NOTATIONS

DP1209979 NOTE: PLAN OF ACQUISITION
DP1228048 PLAN OF ACQUISITION (ROADS ACT, 1993)

UNREGISTERED DEALINGS: NIL

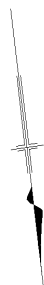
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2023-05400

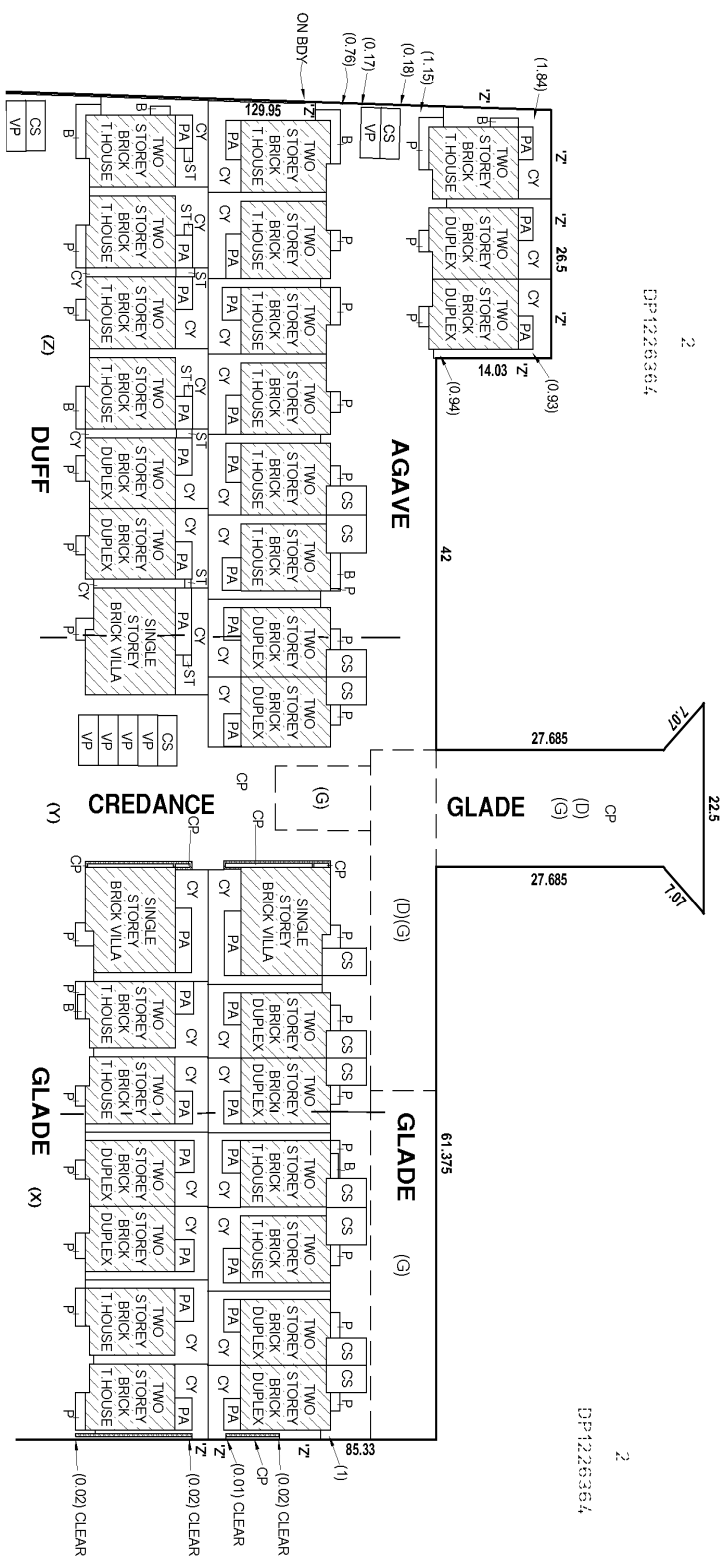
PRINTED ON 13/10/2023

* 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.

LOCATION PLAN



LOT BOUNDARIES DENOTED 'Z' ARE
COINCIDENT WITH PARCEL BOUNDARIES



SEE SHEET 2 FOR CONTINUATION

(G) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1226364)

(X) - COVENANT - J26973	CO - ON SITE
- LAND EXCLUDES MINERALS - J26973	P - COURTYARD
(Y) - COVENANT - J593239	P - PORCH
- LAND EXCLUDES MINERALS - J593239	PA - PATIO
(Z) - COVENANT - K615170	ST - STEPS
- LAND EXCLUDES MINERALS - K615170	VP - VISITOR PARKING (P)

Surveyor:

VICTORIA TESTER

Date: 06/12/2018

Surveyor's Ref: 6690

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

L G A: BLACKTOWN
Locality: SCHOFIELDS

Reduction Ratio 1:500

Lengths are in metres.

REGISTERED

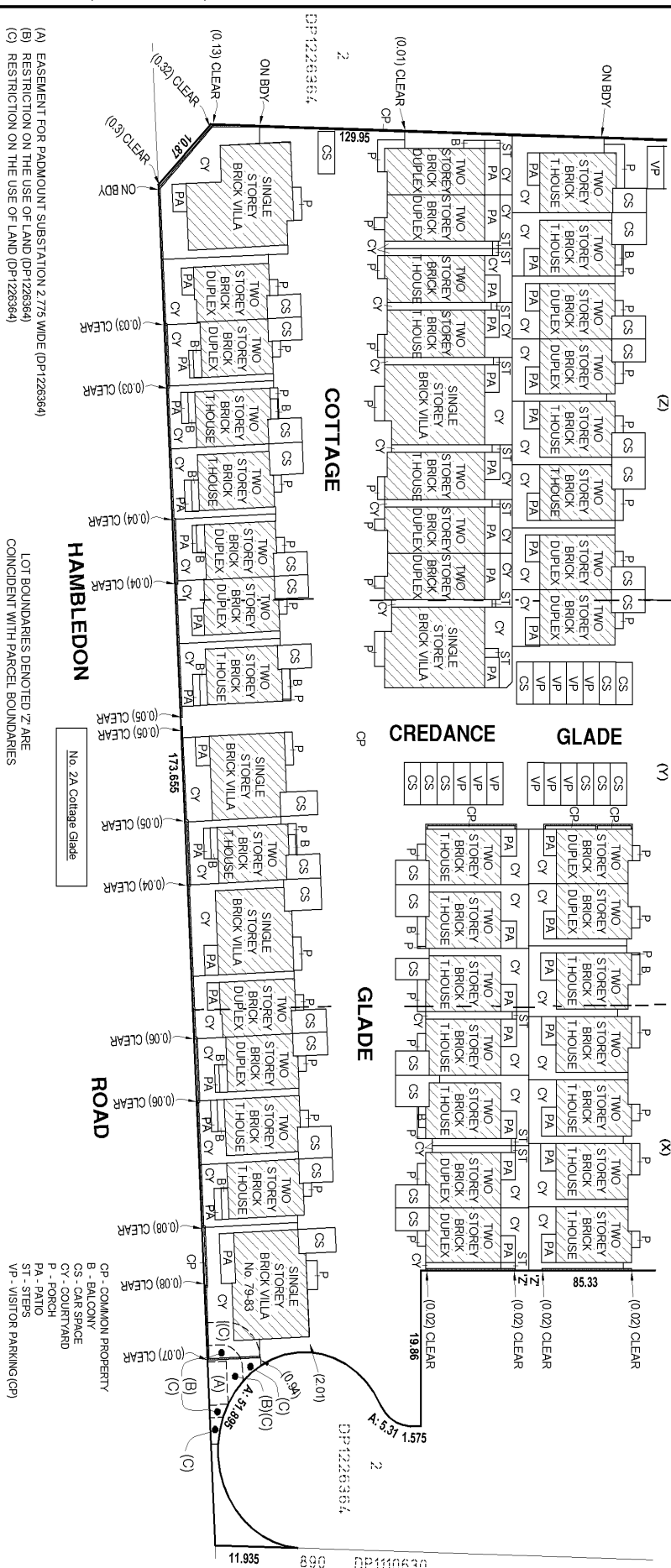
27.9.2019

SP95780

LOCATION PLAN

SEE SHEET 1 FOR CONTINUATION

- (X) - COVENANT - J26973
 - LAND EXCLUDES MINERALS - J26973
- (Y) - COVENANT - J593239
 - LAND EXCLUDES MINERALS - J593239
- (Z) - COVENANT - K615170
 - LAND EXCLUDES MINERALS - K615170



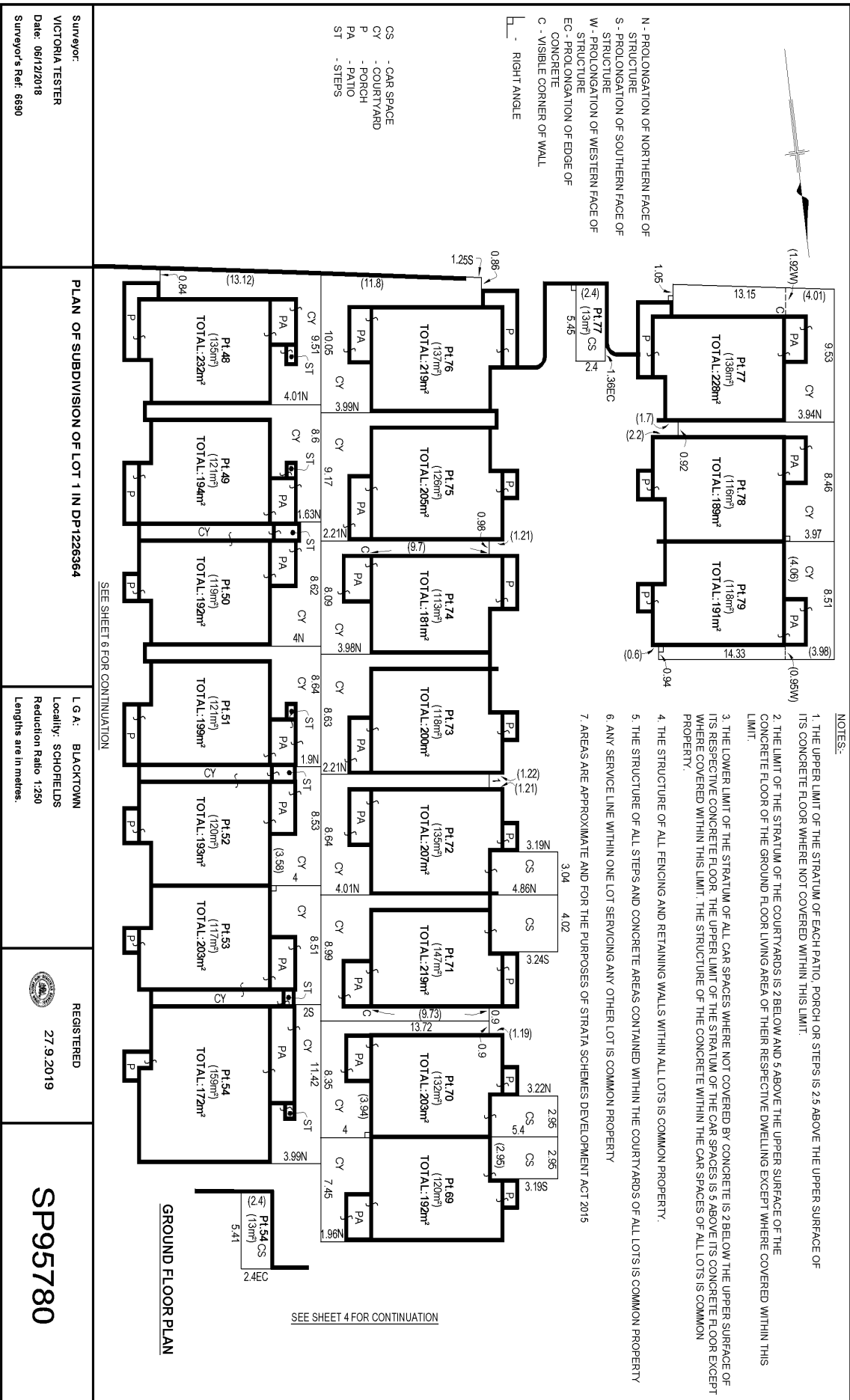
Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 6690

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

L G A: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio 1:500
Lengths are in metres.

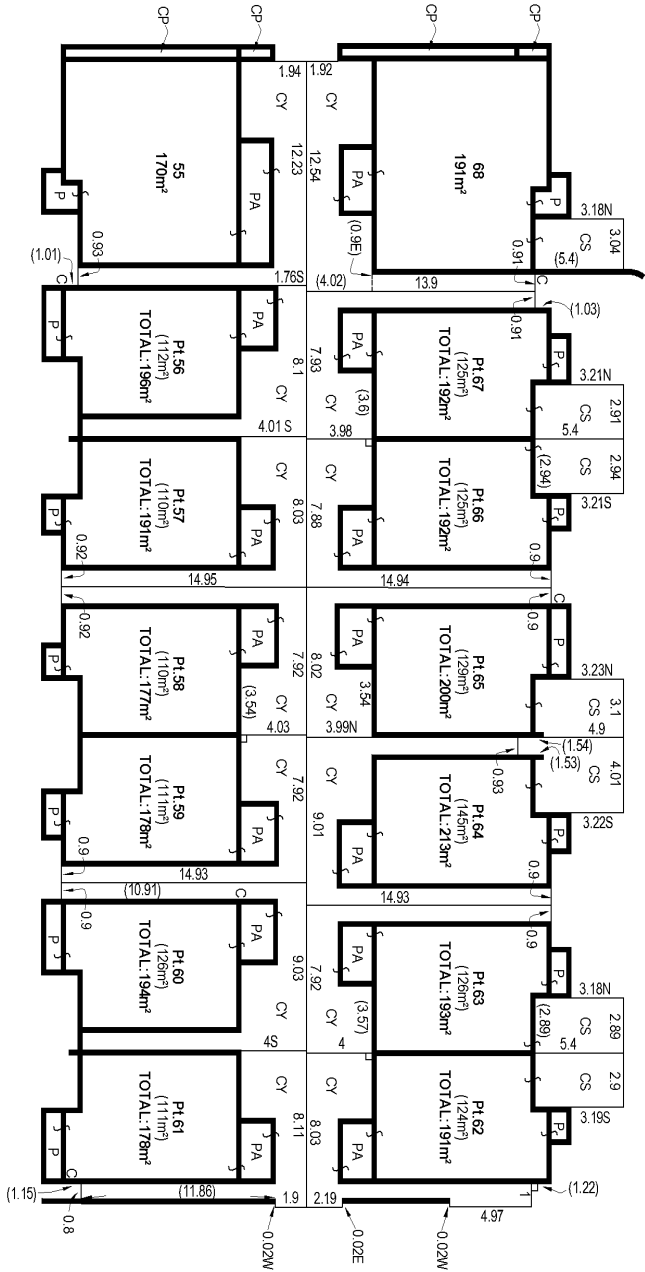
REGISTERED
27.9.2019

SP95780





SEE SHEET 3 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION

GROUND FLOOR PLAN

CS - CAR SPACE
CY - COURTYARD
P - PORCH
PA - PATIO

- N - PROLONGATION OF NORTHERN FACE OF STRUCTURE
S - PROLONGATION OF SOUTHERN FACE OF STRUCTURE
E - PROLONGATION OF EASTERN FACE OF STRUCTURE
W - PROLONGATION OF WESTERN FACE OF STRUCTURE
C - VISIBLE CORNER OF WALL
RIGHT ANGLE

1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
3. THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
5. THE STRUCTURE OF ALL STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS IS COMMON PROPERTY.
6. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY.
7. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 6690

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

L G A: BLACKTOWN
Locality: SCHOREFELDS
Reduction Ratio 1:250
Lengths are in metres.



REGISTERED
27.9.2019

SP95780

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 5 OF 14 SHEETS

NOTES:

1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO, PORCH OR STEPS IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.

2. THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.

3. THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.

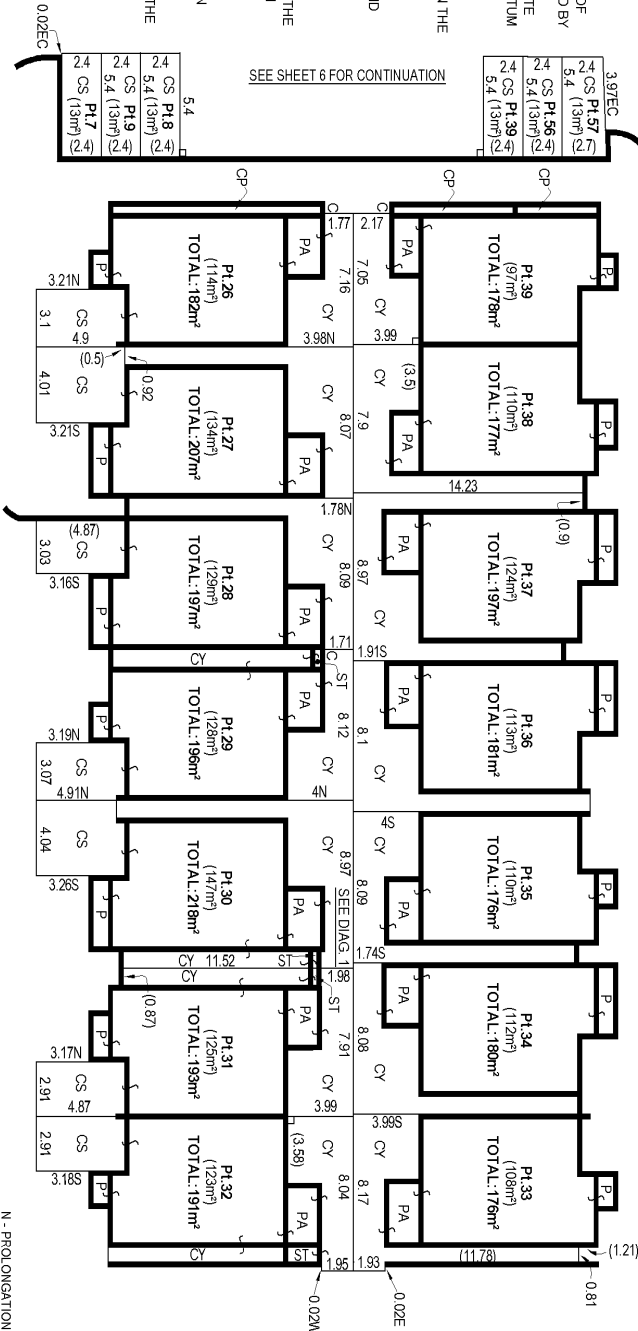
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.

5. THE STRUCTURE OF ALL STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS IS COMMON PROPERTY.

6. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY.

7. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

SEE SHEET 6 FOR CONTINUATION



GROUND FLOOR PLAN

SEE SHEET 8 FOR CONTINUATION

N - PROLONGATION OF NORTHERN FACE OF STRUCTURE
S - PROLONGATION OF SOUTHERN FACE OF STRUCTURE
E - PROLONGATION OF EASTERN FACE OF STRUCTURE
W - PROLONGATION OF WESTERN FACE OF STRUCTURE
C - VISIBLE CORNER OF WALL
RIGHT ANGLE

Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 66590

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

L.G.A.: BLACKTOWN
Locality: SCHORFELDS
Reduction Ratio 1:250
Lengths are in metres.

REGISTERED
27.9.2019

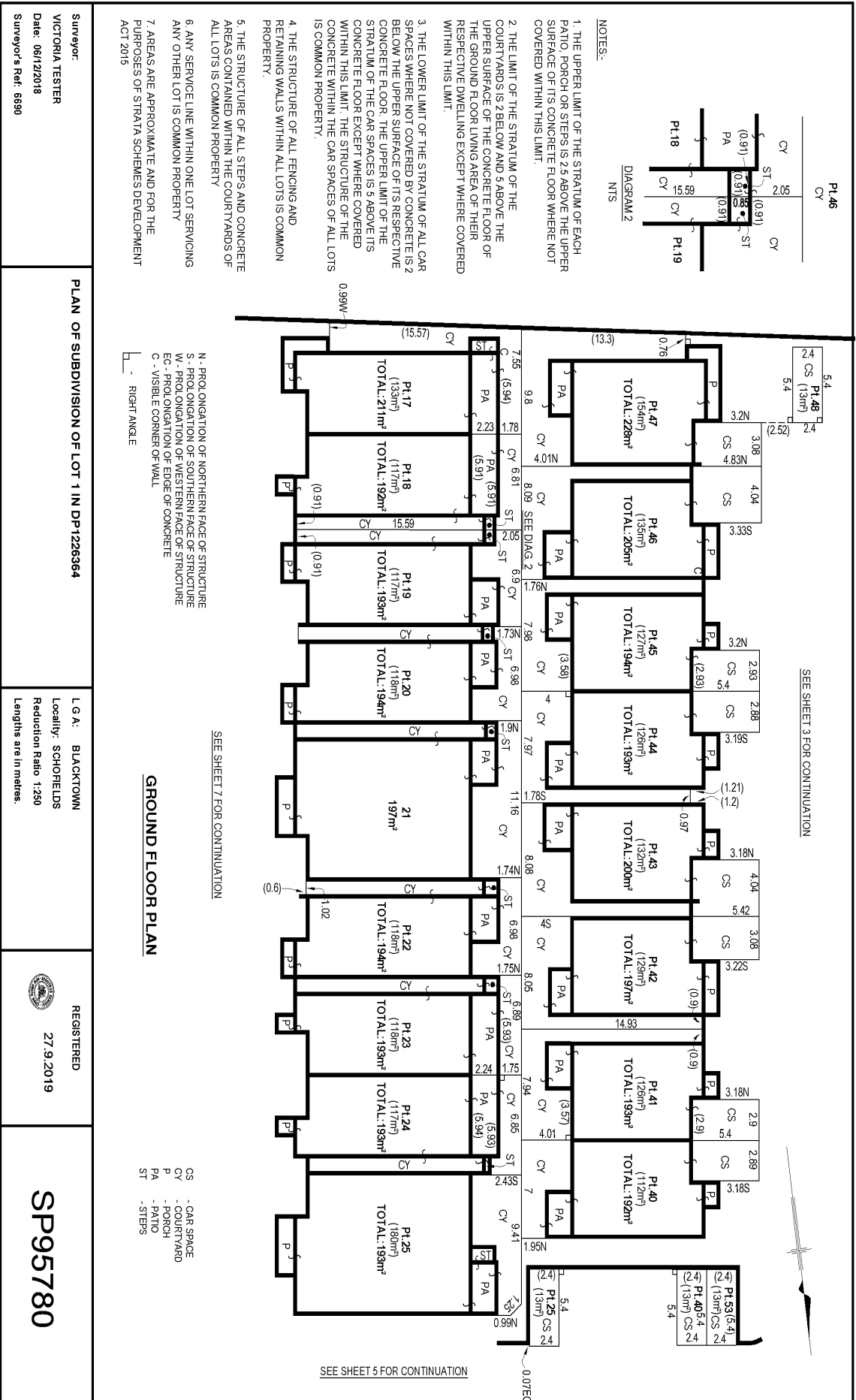
SP95780

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 6 OF 14 SHEETS



PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 7 OF 14 SHEETS



SEE SHEET 6 FOR CONTINUATION

NOTES:-

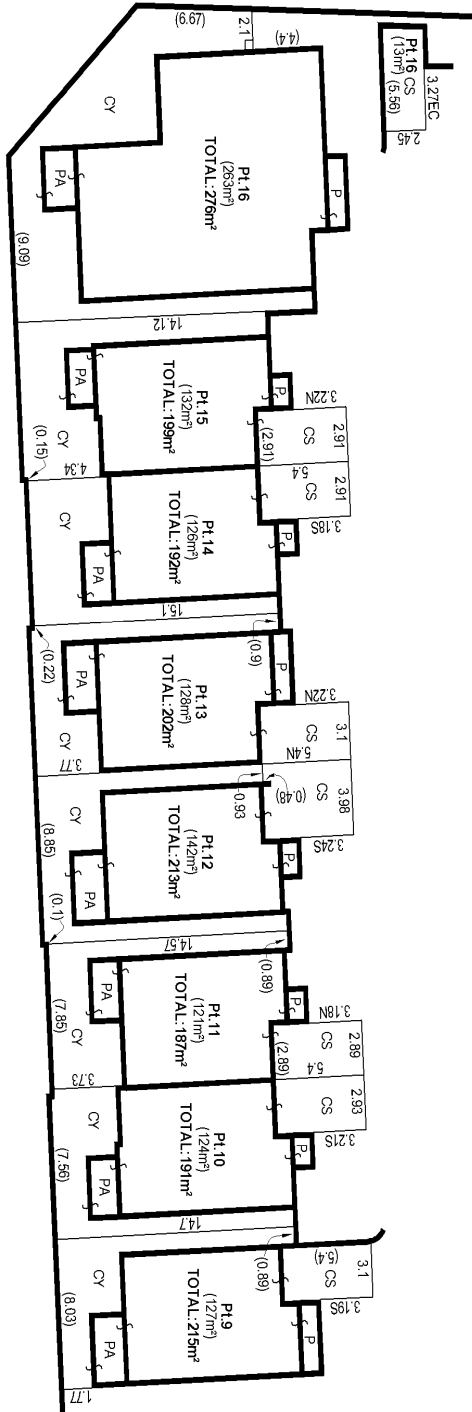
1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
3. THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
5. THE STRUCTURE OF ALL STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS IS COMMON PROPERTY.
6. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY.
7. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

GROUND FLOOR PLAN

- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

- N - PROLONGATION OF NORTHERN FACE OF STRUCTURE
- S - PROLONGATION OF SOUTHERN FACE OF STRUCTURE
- EC - PROLONGATION OF EDGE OF CONCRETE

⊥ - RIGHT ANGLE



SEE SHEET 8 FOR CONTINUATION

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 6690

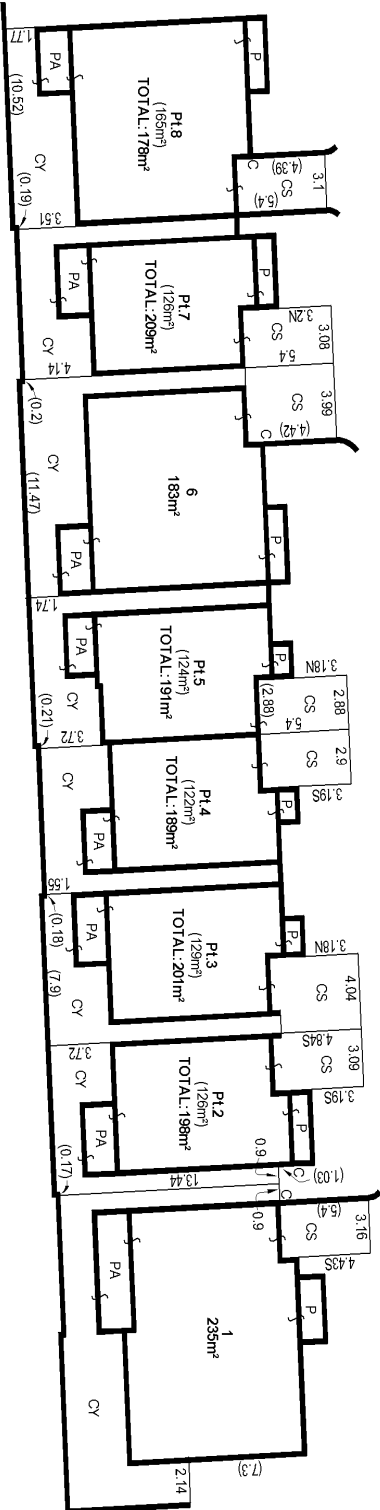
L G A: BLACKTOWN
Locality: SCHORFELDS
Reduction Ratio 1:250
Lengths are in metres.

REGISTERED
27.9.2019

SP95780



SEE SHEET 7 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION

NOTES:

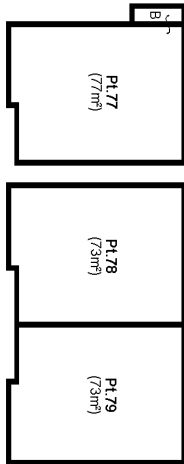
1. THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR PORCH IS 2.6 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
3. THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
5. THE STRUCTURE OF ALL STEPS AND CONCRETE AREAS CONTAINED WITHIN THE COURTYARDS OF ALL LOTS IS COMMON PROPERTY
6. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
7. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

GROUND FLOOR PLAN

- N - PROLONGATION OF NORTHERN FACE OF STRUCTURE
- S - PROLONGATION OF SOUTHERN FACE OF STRUCTURE
- C - VISIBLE CORNER OF WALL

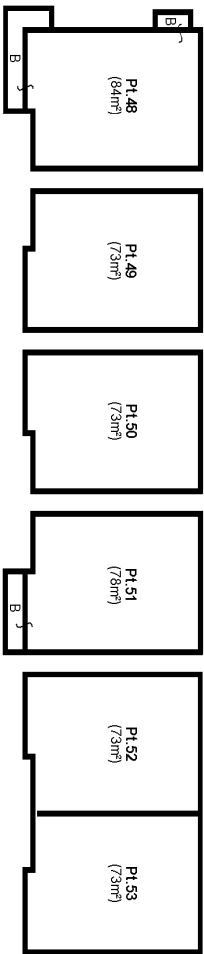
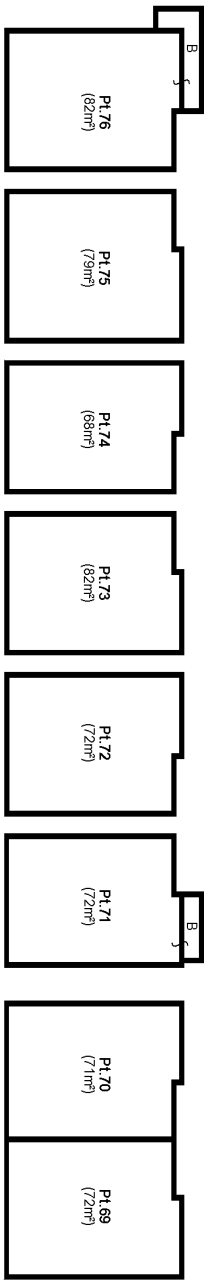
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO

Surveyor: VICTORIA TESTER Date: 06/12/2018 Surveyor's Ref: 6690	PLAN OF SUBDIVISION OF LOT 1 IN DP1226364	L G A: BLACKTOWN Locality: SCHORFELDS Reduction Ratio 1:250 Lengths are in metres.	REGISTERED 27.9.2019	SP95780
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B - BALCONY

- NOTES:-
1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
 2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015



SEE SHEET 12 FOR CONTINUATION

FIRST FLOOR PLAN

SEE SHEET 10 FOR CONTINUATION

Surveyor: VICTORIA TESTER Date: 06/12/2018 Surveyor's Ref: 6690	PLAN OF SUBDIVISION OF LOT 1 IN DP1226364	L G A: BLACKTOWN Locality: SCHORFELDS Reduction Ratio 1:250 Lengths are in metres.	REGISTERED 27.9.2019	SP95780
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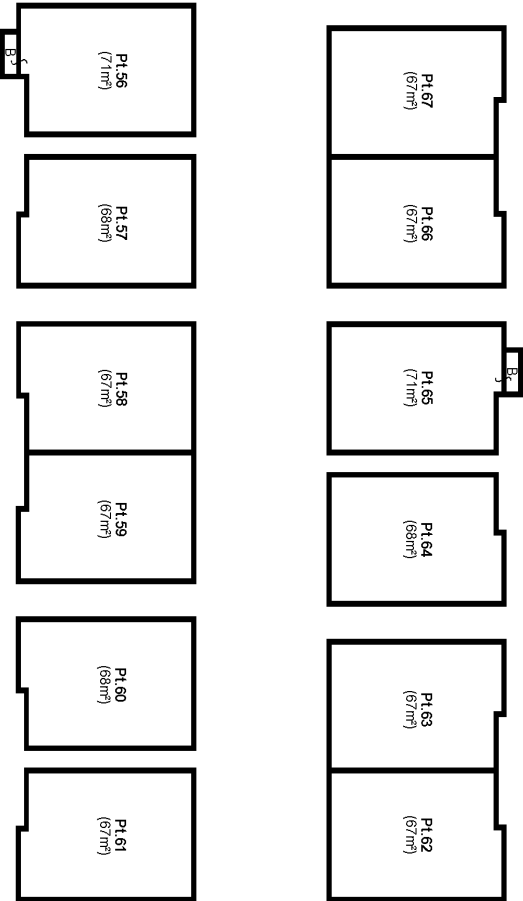


SEE SHEET 9 FOR CONTINUATION

NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.9 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B - BALCONY



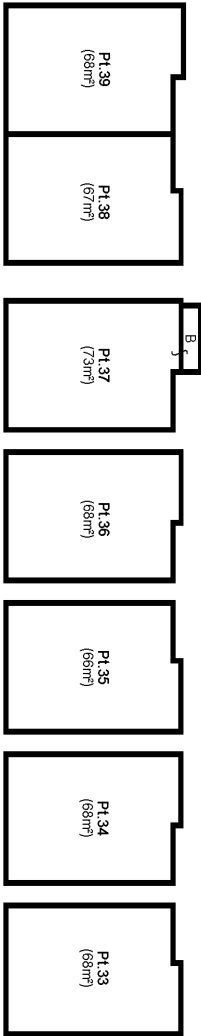
SEE SHEET 11 FOR CONTINUATION

FIRST FLOOR PLAN

Surveyor: VICTORIA TESTER Date: 06/12/2018 Surveyor's Ref: 6690	PLAN OF SUBDIVISION OF LOT 1 IN DP1226364	L G A: BLACKTOWN Locality: SCHORFELDS Reduction Ratio 1:250 Lengths are in metres.	REGISTERED 27.9.2019	SP95780
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SEE SHEET 10 FOR CONTINUATION



SEE SHEET 12 FOR CONTINUATION

NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B - BALCONY

SEE SHEET 14 FOR CONTINUATION

FIRST FLOOR PLAN

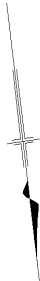
PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 6690

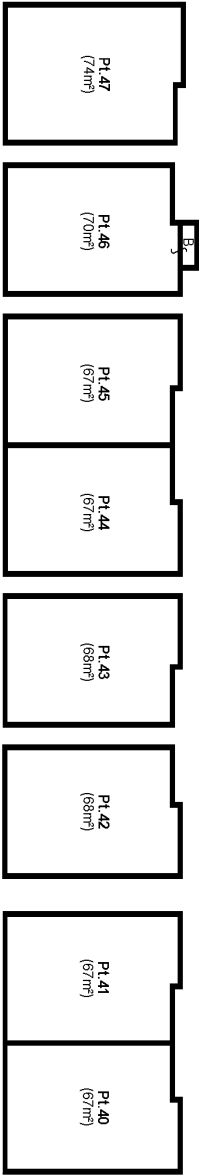
L G A: BLACKTOWN
Locality: SCHORFELDS
Reduction Ratio 1:250
Lengths are in metres.

REGISTERED
27.9.2019

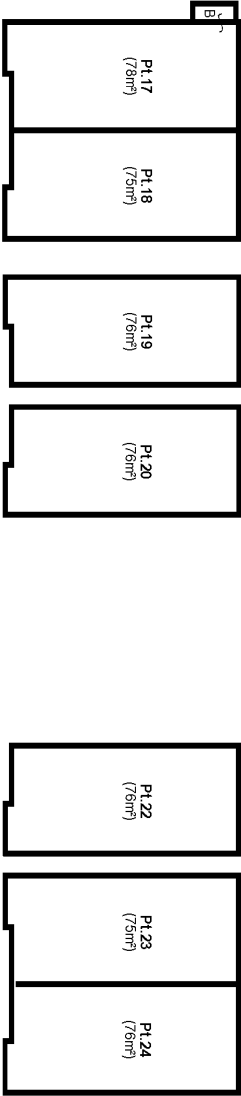
SP95780



SEE SHEET 9 FOR CONTINUATION



SEE SHEET 11 FOR CONTINUATION



- NOTES:
1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B - BALCONY

SEE SHEET 13 FOR CONTINUATION

FIRST FLOOR PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP1226364

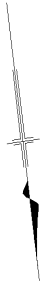
Surveyor:
VICTORIA TESTER
Date: 06/12/2018
Surveyor's Ref: 6690

L G A: BLACKTOWN
Locality: SCHORFELDS
Reduction Ratio 1:250
Lengths are in metres.

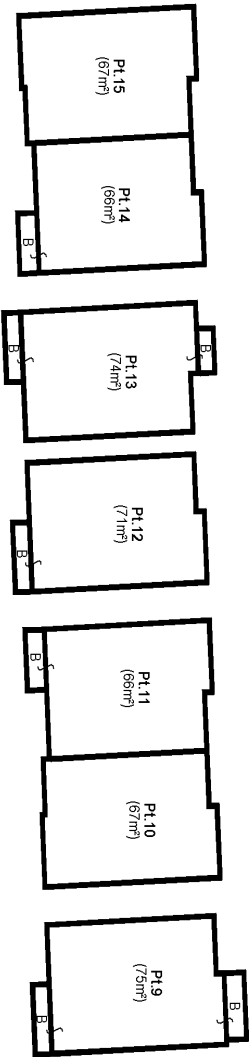


REGISTERED
27.9.2019

SP95780



SEE SHEET 12 FOR CONTINUATION



SEE SHEET 14 FOR CONTINUATION

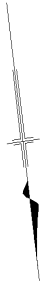
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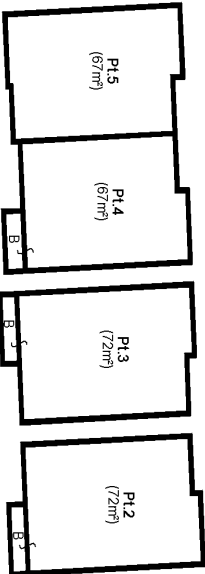
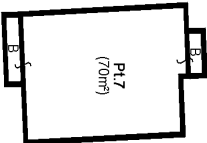
B - BALCONY

FIRST FLOOR PLAN

Surveyor: VICTORIA TESTER Date: 06/12/2018 Surveyor's Ref: 6690	PLAN OF SUBDIVISION OF LOT 1 IN DP1226364	L G A: BLACKTOWN Locality: SCHORFELDS Reduction Ratio 1:250 Lengths are in metres.	REGISTERED 27.9.2019	SP95780
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SEE SHEET 13 FOR CONTINUATION



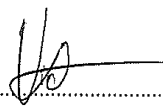
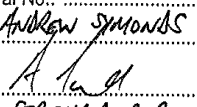
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheets	
Office Use Only			Office Use Only		
Registered:  27.9.2019			SP95780		
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1226364			LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND		
This is a FREEHOLD Strata Scheme					
Address for Service of Documents 2A Cottage Glade SCHOFIELDS NSW 2762 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, VICTORIA TESTER of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 06-12-2018 Surveyor ID: 8514 Surveyor's Reference: 6690 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I Andrew Symonds being an Accredited Certifier, accreditation number BPB 1837, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 15541 Relevant Planning Approval No.: C6C 15540 issued by: Andrew Symonds Signature:  Date: 6 SEPTEMBER 2019 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 9 sheet(s)	
Office Use Only		Office Use Only	
Registered:  27.9.2019		SP95780	
VALUER'S CERTIFICATE			
I, Paul Michael Woodbury, FAPI, Membership No 68091 of woodburyAU Pty Ltd being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i>			
Signature: <u>PM Woodbury</u> Date <u>12 December 2018</u>			
SCHEDULE OF UNIT ENTITLEMENT			
Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	129	31	125
2	127	32	125
3	125	33	125
4	123	34	127
5	125	35	125
6	119	36	125
7	127	37	127
8	119	38	125
9	127	39	125
10	125	40	125
11	123	41	125
12	125	42	127
13	127	43	127
14	123	44	125
15	127	45	125
16	137	46	127
17	130	47	139
18	127	48	134
19	125	49	127
20	130	50	129
21	124	51	127
22	130	52	125
23	127	53	125
24	127	54	119
25	134	55	119
26	127	56	127
27	127	57	125
28	127	58	127
29	127	59	125
30	127	60	127
Surveyor's Reference: 6690			

ePlan

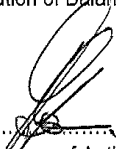
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 9 sheet(s)																																												
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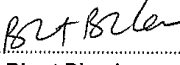
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE: 1. POSITIVE COVENANT 2. POSITIVE COVENANT		
Surveyor's Reference: 6690		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheets
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<u>Consent of Mortgagee</u> Certified correct for the purpose of the Real Property Act 1900 Corporation: Balanced Securities Limited ACN 083 514 685 Authority: Constitution of Balanced Securities Limited   Signature of Authorised Person DAVID MORTON GEE Print Name of Authorised Person Office Held -Director <u>23/385 BOURKE STREET, MELBOURNE VIC 3000</u> Address		
Surveyor's Reference: 6690		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet ⁹ / ₉ of ⁹ / ₈ sheets
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EXECUTED by) Universal Property Group Pty Limited) ACN 078 297 748) in accordance with s127 of) the Corporations Act 2001)  Bhart Bhushan Sole Director/Secretary		
Surveyor's Reference: 6690		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

ePlan

Lengths are in metres

(Sheet 1 of 10 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. ... ~~DP2218/0143~~

1554 dated 06/09/2019

Full name and address of the
owner of the land:

Universal Property Group Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-79 inclusive & CP	Blacktown City Council
2	Positive Covenant	1-79 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ePlan

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(Sheet 2 of 10 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364
 covered by Strata Certificate No. ~~4220161043~~...

15541 dated 06/09/2019

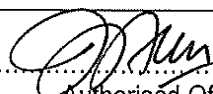
PART 2

1. Terms of Positive Covenant numbered 1 in the plan

- 1.1 Bin includes any receptacle for waste
 Waste includes garbage, recyclable material and green waste
- 1.2 An owner or occupier of a lot must:
- a) Store all forms of garbage, green waste and recycling within the appropriate garbage bins on their respective lot.
 - b) Place their bins within their designated area not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly (within 12 hours of collection) return the bins to the lot.
- 1.3 An owner or occupier of a lot must place their individual bins in their designated area (G1 – G79) as listed in the table below. The location of G1-G79 is as designated on the plan.

Lot Number	Designated Bin Area	Description of Location of Bin Area
1	G1	Cottage Glade – In front of Lot 1, next to Lot 1 driveway
2	G2	Cottage Glade – In front of Lot 2, next to Lot 2 driveway
3	G3	Cottage Glade - In front of Lot 3, next to Lot 3 driveway
4	G4	Cottage Glade – In front of Lot 4, next to Lot 4 driveway
5	G5	Cottage Glade – In front of Lot 5, next to Lot 5 drieway
6	G6	Cottage Glade – In front of Lot 6, next to Lot 6 driveway
7	G7	Cottage Glade – In front of Lot 7, next to Lot 7 driveway
8	G8	Cottage Glade – In front of Lot 7, next to Lot 8 driveway (side adjacent to Lot 7)
9	G9	Beacon Drive – Adjacent to Lot 17 – between Lot 12 & Lot 10 bin areas
10	G10	Beacon Drive – Adjacent to Lot 17 – between Lot 9 & Lot 11 bin areas
11	G11	Beacon Drive – Adjacent to Lot 17 – next to Lot 10 bin area
12	G12	Beacon Drive – Adjacent to Lot 17 – between Lot 9 & Lot 13 bin areas
13	G13	Beacon Drive – Adjacent to Lot 17 – between Lot 12 & Lot 14 bin areas
14	G14	Beacon Drive – Adjacent to Lot 17 – between Lot 13 & Lot 15 bin areas
15	G15	Beacon Drive – Adjacent to Lot 17 – between Lot 14 & Lot 16 bin areas
16	G16	Beacon Drive – Adjacent to Lot 17 – between Lot 15 & Lot 17 bin areas

APPROVED BY BLACKTOWN CITY COUNCIL



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(Sheet 4 of 10 sheets)

Plan: **SP95780**

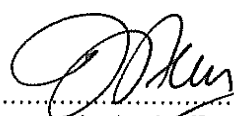
Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. ~~15541~~ **15541** dated 06/09/2019

PART 2

Lot Number	Designated Bin Area	Description of Location of Bin Area
38	G38	Credence Glade – Adjacent to Lot 25 – between Lot 37 & Lot 39 bin areas
39	G39	Credence Glade – Adjacent to Lot 25 – next to Lot 38 bin area
40	G40	Credence Glade – Adjacent to Lot 25 – next to Lot 25 bin area
41	G41	Beacon Drive – Adjacent to Lot 47 – next to Lot 24 bin areas
42	G42	Beacon Drive – Adjacent to Lot 48 carspace and visitor parking space at the end of Duff Glade – Next to Lot 43 bin area
43	G43	Beacon Drive – Adjacent to Lot 48 carspace and visitor parking space at the end of Duff Glade – between Lot 42 & Lot 44 bin areas
44	G44	Beacon Drive – Adjacent to Lot 48 carspace and visitor parking space at the end of Duff Glade – between Lot 43 & Lot 45 bin areas
45	G45	Beacon Drive – Adjacent to Lot 48 carspace and visitor parking space at the end of Duff Glade – between Lot 44 & Lot 46 bin areas
46	G46	Beacon Drive – Adjacent to Lot 48 – between Lot 45 & Lot 47 bin areas
47	G47	Beacon Drive – Adjacent to Lot 48 – between Lot 46 & Lot 48 bin areas
48	G48	Beacon Drive – Adjacent to Lot 48 – between Lot 47 & Lot 53 bin areas
49	G49	Beacon Drive – Adjacent to Lot 48 – between Lot 50 & Lot 70 bin areas
50	G50	Beacon Drive – Adjacent to Lot 48 – between Lot 49 & Lot 51 bin areas
51	G51	Beacon Drive – Adjacent to Lot 48 – between Lot 50 & Lot 52 bin areas
52	G52	L Beacon Drive – Adjacent to Lot 48 – between Lot 51 & Lot 53 bin areas
53	G53	Beacon Drive – Adjacent to Lot 48 – between Lot 48 & Lot 52 bin areas

APPROVED BY BLACKTOWN CITY COUNCIL



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(Sheet 5 of 10 sheets)

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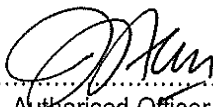
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15541 dated 06/09/2019

PART 2

Lot Number	Designated Bin Area	Description of Location of Bin Area
54	G54	Credence Glade – Adjacent to Lot 68 – between Lot 62 & Lot 69 bin areas
55	G55	Credence Glade – Adjacent to Lot 55 – between Lot 56 & Lot 68 bin areas
56	G56	Credence Glade – Adjacent to Lot 55 – between Lot 55 & Lot 57 bin areas
57	G57	Credence Glade – Adjacent to Lot 55 – between Lot 56 & Lot 58 bin areas
58	G58	Credence Glade – Adjacent to Lot 55 – between Lot 57 & Lot 59 bin areas
59	G59	Credence Glade – Adjacent to Lot 55 – between Lot 58 & Lot 60 bin areas
60	G60	Credence Glade – Adjacent to Lot 55 – between Lot 59 & Lot 61 bin areas
61	G61	Credence Glade – Adjacent to Lot 55 – next to Lot 60 bin area
62	G62	Credence Glade – Adjacent to Lot 68 – between Lot 54 & Lot 63 bin areas
63	G63	Credence Glade – Adjacent to Lot 68 – between Lot 62 & Lot 64 bin areas
64	G64	Credence Glade – Adjacent to Lot 68 – between Lot 63 & Lot 65 bin areas
65	G65	Credence Glade – Adjacent to Lot 68 – between Lot 64 & Lot 66 bin areas
66	G66	Credence Glade – Adjacent to Lot 68 – between Lot 65 & Lot 67 bin areas
67	G67	Credence Glade – Adjacent to Lot 68 – between Lot 66 & Lot 68 bin areas
68	G68	Credence Glade – Adjacent to Lot 68 – between Lot 55 & Lot 67 bin areas
69	G69	Credence Glade – Adjacent to Lot 68 – next to Lot 54 bin area
70	G70	Beacon Drive – Adjacent to Lot 76 – between Lot 49 & Lot 71 bin areas
71	G71	Beacon Drive – Adjacent to Lot 76 – between Lot 70 & Lot 72 bin areas
72	G72	Beacon Drive – Adjacent to Lot 76 – between Lot 71 & Lot 73 bin areas
73	G73	Beacon Drive – Adjacent to Lot 76 – between Lot 72 & Lot 74 bin areas

APPROVED BY BLACKTOWN CITY COUNCIL



 Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

ePlan

Lengths are in metres

(Sheet 6 of 10 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364
covered by Strata Certificate No. ~~1226364~~ **15541**

15541 dated 06/09/2019

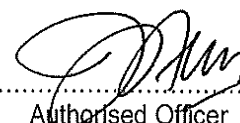
PART 2

Lot Number	Designated Bin Area	Description of Location of Bin Area
74	G74	Beacon Drive – Adjacent to Lot 76 – between Lot 73 & Lot 75 bin areas
75	G75	Beacon Drive – Adjacent to Lot 76 – between Lot 74 & Lot 76 bin areas
76	G76	Beacon Drive – Adjacent to Lot 76 – between Lot 75 & Lot 77 bin areas
77	G77	Beacon Drive – Adjacent to Lot 76 – between Lot 76 & Lot 78 bin areas
78	G78	Beacon Drive – Adjacent to Lot 76 – between Lot 77 & Lot 79 bin areas
79	G79	Beacon Drive – Adjacent to Lot 76 – next to Lot 79 bin area

- 1.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Name of Authority having power to release, vary or modify the Positive Covenant numbered 1 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

ePlan

Lengths are in metres

(Sheet 7 of 10 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. ~~SP2018/0113~~

15541 dated 06/09/2019

PART 2

2. Terms of Positive Covenant numbered 2 in the plan

- 2.1 All lots must place all bulky waste within the two designated storage and collection areas – designated in table below and shown on the plan (denoted BW1 and BW 2 on the plan).
- 2.2 Clean ups will only occur from the communal bulky waste collection point if they comply with Blacktown City Council requirements for household clean ups. If discarded items fail to comply of the communal collection point is poorly managed, it is the responsibility of the Strata/Body Corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
- 2.3 All lots must only place whitegoods and large household items within the communal bulk waste collection area, not more than 12 hours before each date allocated by Blacktown City Council for collection of such items.
- 2.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Designated Communal Bulky Waste Collection Area	Description of Location of Bin Area
BW1	Credence Glade - Next to Unit 54 Parking space, Adjacent to Lot 54
BW2	Credence Glade - Between Visitor Parking space and Unit 61 parking space, Adjacent to Lot 39

Name of Authority having power to release, vary or modify the Positive Covenant numbered 2 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015

ePlan

Lengths are in metres

(Sheet 8 of 10 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. ~~SP2018/043~~

15541 dated 06/09/2019

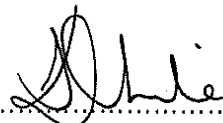
PART 2

The Blacktown City Council by its
authorised officer pursuant to s.377 Local
Government Act 1993

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



Signature of Authorised Officer



Signature of Witness

JUDITH PORTELLI

Name of Authorised Officer

KATHERINE UNILA

Name of Witness

C/- Blacktown City Council

62 Flushcombe Road

BLACKTOWN NSW 2148

MANAGER DEVELOPMENT SERVICES

Position of Authorised Officer

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

Lengths are in metres

9 10 ePlan
(Sheet 15 of 18 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. *PD 2018/043*

15541 dated 08/09/19

PART 2

EXECUTED by)
Universal Property Group Pty Limited)
ACN 078 297 748)
in accordance with s127 of)
the Corporations Act 2001)

Bhart Bhushan
.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015

Lengths are in metres

10 10 ePlan
(Sheet 16 of 16 sheets)

Plan: **SP95780**

Plan of subdivision of Lot 1 in DP1226364

covered by Strata Certificate No. ~~172019/0143~~

15541 dated 06/09/19

PART 2

Consent of mortgagee

Certified correct for the purpose of the Real Property Act 1900

Corporation: Balanced Securities Limited ACN 083 514 685

Authority: Constitution of Balanced Securities Limited



.....
Signature of Authorised Person

DAVID MORTON GEEK

Print Name of Authorised Person

Office Held - Director

23/385 BOURKE ST, MELBOURNE VIC 3000
Address

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

REGISTERED



27.9.2019

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **J 26973**

New South Wales

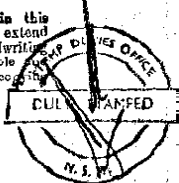
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



FEES: £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
Stamp Duty : :
Total : **3 10 1**

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-erasable ink.



WE, JOHN ALLEN TAYLOR, of Wahroonga, Salesman and
ALEXANDER FRANK COWDRILL, of Wahroonga, Company Director.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND & SIXTY-FIVE POUNDS (£1065.0.0) (the receipt whereof is hereby acknowledged) paid to us by GIOVANNI CAMPANARO, of 5 Little Road, Bankstown, Labourer and in consideration of the sum of TWO THOUSAND POUNDS (£2000. 0. 0.) (the receipt whereof is hereby acknowledged) paid to the said GIOVANNI CAMPANARO by JOHN CAMILLERI, of Douglas Road, Blacktown and MARY ANTOINETTE CAMILLERI, his wife

at the request and by the direction of the said GIOVANNI CAMPANARO

do hereby/transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

JOHN CAMILLERI, of 1116 Douglas Road, Blacktown, Labourer
and MARY ANTOINETTE CAMILLERI, his wife, As joint tenants.

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. fol. "

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only).
		Whole or Part	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>GIDLEY</u>	<u>PART</u>	<u>7790</u>	<u>29</u> <u>30</u>	Being Lot 67 in D.P. 28833.
Excepting thereout the Transferrors' estate and interest in all minerals lying within the said land					

And the transferee covenant(s) with the transferors:-

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 66 and 68 in Deposited Plan No. 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried way away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

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

Strike out if unnecessary, or suitably adjust,

(i) if any encumbrances are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO:

N I L.

A very short note will suffice.

K 1143-2 & 1078-2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

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

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

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

Signed at Sydney the 13th day of February 1967.
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

Signed by GIOVANNI CAMPANARO
who is personally known to me:

Signed in my presence by the transferees
WHO ARE PERSONALLY KNOWN TO ME

John Taylor
*Transferor.**

Giovanni Campanaro
Directing Party.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

J. Camilleri
Mary Antoniet Camilleri
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

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

Signed at _____ the _____ day of _____ 19____
Signed in the presence of-- }

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

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

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

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

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

No. **J 26973**

LODGED BY

Lye Shaw Joo
13.15 Campbell St,
Blacktown.

FEEES.

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

- (a) \$2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise \$2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) \$2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) \$2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the foregoing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

} Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

I, *mortgagee under Mortgage No.*
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me. _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to current</i> <i>location of minerals</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book. Volume <i>2290</i> Folio <i>24430</i>
Passed (in SDB) by <i>[Signature]</i>	the <i>29th</i> day of <i>May</i> 19 <i>62</i> at _____
Signed by <i>[Signature]</i>	<i>45</i> minutes past <i>9</i> o'clock in the _____ noon. 

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<i>1/1/62</i>
Draft written	<i>[Signature]</i>	<i>1/6/62</i>
Draft examined	<i>[Signature]</i>	<i>14/4/62</i>
Diagram prepared	<i>[Signature]</i>	<i>20/6</i>
Diagram examined	<i>[Signature]</i>	<i>21/6</i>
Draft forwarded	<i>[Signature]</i>	<i>28/6/62</i>
Supt. of Engravers	<i>[Signature]</i>	
Cancellation Clerk	<i>[Signature]</i>	

Vol. **9204** Fol. **233**

EXTRA FEES

[Signature]

22 04 1962

Enclosed to be returned
for the custody of the
Registrar



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE

MAR 4 1964
R.P. 13A. No. 593239

New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

FEES:—
Lodgment
Endorsement
Certificate



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.

I, We, JOHN ALLEN TAYLOR of Wahroonga, Salesman
and ALEXANDER FRANK COWDRILL of Wahroonga, Company Director

Witnessed by John J 19550
Marked generally

2626
4/3/64

If a less estate, strike out "in fee simple" and interline the required alteration.

as tenants in common (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

One thousand and sixty five pounds (£1065.0.0) (the receipt whereof is hereby acknowledged) paid to us by

KON DIMITRACOPOULOS and BASIL DIMITRACOPOULOS both of 141 Kippax Street, Surry Hills labourers AND IN CONSIDERATION of Two thousand one hundred and eighty five pounds (£2185.0.0) paid to the said Kon Dimitracopoulos and Basil Dimitracopoulos by LEWIS GALEA of 3 Greystanes Road, Pendle Hill, Butcher (herein called "the Transferee") do hereby at the request and by the direction of the said Kon Dimitracopoulos and Basil Dimitracopoulos (testified by their execution hereof)

de hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

LEWIS GALEA of 3 Greystanes Road, Pendle Hill, Butcher

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol."

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland ✓	Gidley ✓	Part	7790	29 & 30	being Lot 66 on Deposited Plan No. 28833 ✓
		excepting thereout the Transferors' estate and interest in all minerals lying within the said land			

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

13158.E

~~And the transferee covenants with the transferors~~

AND THE TRANSFEEE COVENANTS WITH THE TRANSFERORS:

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 65, 67 and 91 on Deposited Plan No.28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) that the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

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

* Strike out if unnecessary, or entirely unjust.

(i) if any covenants are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919 1954.

* A very short note will suffice.

K 1165—2 3: 437

ENCUMBRANCES, &c., REFERRED TO.

NIL

6062 RP1E

6062 RP1E

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

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

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

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

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

Signed at Warramatta the 14th day of February 1964.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

John Bayly
Transferor

Signed in my presence by the directing parties KON DIMITRACOPOULOS & BASIL DIMITRACOPOULOS who are personally known to me:

Kon Dimitracopoulos
Basil Dimitracopoulos

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Kon Dimitracopoulos
Basil Dimitracopoulos

John Bayly
Transferor

3. Dimitracopoulos
Kon Dimitracopoulos
Basil Dimitracopoulos
Directing parties

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Lewis Gaba
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 12th day of February 1964.
Signed in the presence of—

John H. L. Bayly
Transferor

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

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

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

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

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

LODGED BY

No.

593239

FEEES.

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

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED

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

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

Dated at Sydney this

12th

day of February

1964.

Signed in my presence by

SIGNED in my presence by Joseph F. Mark

and Peter Curran

attorneys of AUTOMOBILE AND GENERAL

FINANCE COMPANY LIMITED who are personally

known to me.

AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED

By its Attorneys

Joseph F. Mark
Peter Curran

Mortgagee.

M. H. Lusk
Attorney

INDEXED	MEMORANDUM OF TRANSFER
	<i>Covenant</i>
	<i>Exp of Minerals</i>
Checked by	Particulars entered in Register Book, Volume <i>2290</i> Folio <i>294 30</i>
Passed (in S.D.B.) by	<i>M.P.D.</i> the <i>11th</i> day of <i>May</i> 19 <i>64</i> at
Signed by	<i>minutes past 12 o'clock in the noon.</i> <i>Registrar-General</i>

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>RB</i>	<i>3/3/64</i>
Draft written	<i>RB</i>	<i>2.4.64</i>
Draft examined	<i>RB</i>	<i>9/4/64</i>
Diagram prepared	<i>RB</i>	<i>1/5/64</i>
Diagram examined	<i>RB</i>	<i>1/5/64</i>
Draft forwarded	<i>RB</i>	<i>1/5/64</i>
Supt. of Engrossers	<i>RB</i>	<i>15/5/64</i>
Cancellation Clerk	<i>RB</i>	<i>15/5/64</i>

VOL. 9698

FOL. 41

593240 to follow

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

~~67~~ MAR 15 AM 11:55

New South Wales



R.P. 13A

FEE:-

Lodgment

Endorsement

(REAL PROPERTY ACT, 1900.)

Discharged from Mfg J193550

261345

24 K639250 d 23/9 173 7790-29

And the transferee covenant(s) with the transferor s:

- 1623
DO NOT ENTER COVENANT
- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 64, 66 and 92 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

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

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

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

d Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made: or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

e A very short note will suffice

K 1165--2 St 437--2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

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

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

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

Signed at Sydney the

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

John H. Bondill
John H. Bondill

2nd day of August 1967
John H. Bondill
Transferor.*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

John H. Bondill
17 Gundaroo Cr.
Hillwood

John H. Bondill
John H. Bondill
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

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

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

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

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

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

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

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

K 615170

No. _____

Lodged by FRIDDLE GOEING DAIRYFLE & SILLAR,
Solicitors,
Address 17 Castlereagh Street, Sydney.

Phone No. 28.2171.

PARTIAL DISCHARGE OF MORTGAGE.

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

THE AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED,
56 YOUNG STREET, SYDNEY.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, and Memorandum whereby the undersigned state that they have no notice of the revocation of the Power of Attorney Registered No. 72640 Miscellaneous Register under the authority of which they have just executed the within instrument.

Dated at Sydney this 2nd day of March 1967.

Signed in my presence by Joseph Frederick MARKS and Myer Leslie SYMONDS as the duly constituted attorneys of ~~who is personally known to me~~ AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED who are personally known to me: James D. Jackson, J.P.

THE AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED

By its Attorneys

Joseph F. Marks
Myer L. Symonds
Mortgagee.

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

M.P.D.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

- | | |
|----------|-----------------|
| 1. _____ | Received Docs. |
| 2. _____ | |
| 3. _____ | |
| 4. _____ | Nos. |
| 5. _____ | |
| 6. _____ | Receiving Clerk |
| 7. _____ | |

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <u>Ex minerals</u> <u>Subject to Covenant.</u>
Checked by <u>RL</u> 325.	Particulars entered in Register Book <u>15.5.1967</u>
Passed (in S.D.B.) by <u>RL</u>	at <u>10am</u>
Signed by <u>RL</u>	<u>James D. Jackson</u> Registrar General

Withdrawn
Free from

RGX K539250 RL

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<u>FR</u>	<u>16.5.67</u>
Draft examined	<u>RL</u>	<u>9/5/67</u>
Diagram prepared	<u>REP</u>	<u>25/5/67</u>
Diagram examined	<u>RL</u>	<u>16.6.67</u>
Draft forwarded	<u>RL</u>	<u>16.6.67</u>
Supt. of Engrs. exam.	<u>RL</u>	<u>16.6.67</u>
Cancellation Clerk	<u>RL</u>	<u>16.6.67</u>

VOL. 10573 FOL. 127

ONE CT July

PLAN FORM 2 (A2)

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 1 OF 1 SHEETS

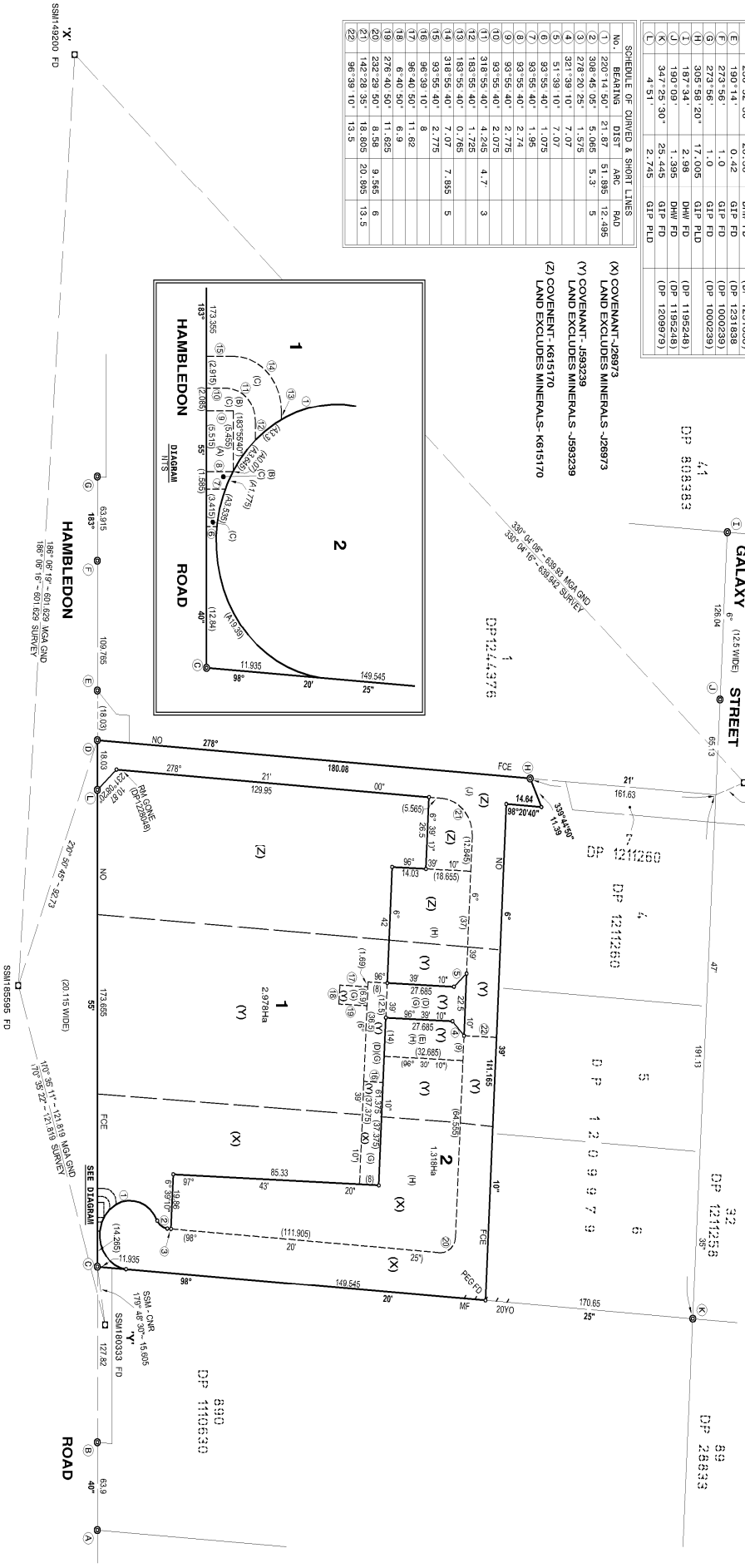
SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DIST	MARK
(A)	266°30'30"	0.9	GIP FD (DP 1110630)
(B)	325°23'	2.39	DHW FD (DP 1110630)
(C)	335°38'	12.84	DHW FD (DP 1110630)
(D)	300°15'30"	8.215	DHW FD (DP 1231838)
(E)	230°52'30"	20.36	DHW FD (DP 1231838)
(F)	190°14'	0.42	GIP FD (DP 1000239)
(G)	273°56'	1.0	GIP FD (DP 1000239)
(H)	305°58'20"	17.005	GIP FD (DP 1195248)
(I)	187°34'	2.98	DHW FD (DP 1195248)
(J)	190°09'	1.395	DHW FD (DP 1195248)
(K)	347°25'30"	25.445	GIP FD (DP 1209979)
(L)	4°51'	2.745	GIP FD

- (A) EASEMENT FOR PUMP-OUT SUBSTATION 2.75 WIDE
(B) RESTRICTION ON THE USE OF LAND
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(D) AREA BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(E) POSITIVE COVENANT
(F) POSITIVE COVENANT
(G) POSITIVE COVENANT
(H) POSITIVE COVENANT
(I) POSITIVE COVENANT
(J) POSITIVE COVENANT
(K) POSITIVE COVENANT
(L) POSITIVE COVENANT

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 CLAUSE 70			
MARK	EASTING	NORTHING	CLASS
SSM 149200	304 767 769	6 266 487 265	C
SSM 160333	304 811 832	6 266 405 701	C
SSM 185595	304 831 758	6 266 285 516	C
SSM 191585	304 448 451	6 266 241 876	C
ZONE: 96			
DATUM: GDA94 SOURCE: SCINS AS AT 19/04/18			

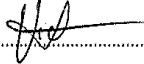
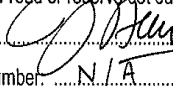
SCHEDULE OF CURVED & SHORT LINES			
No.	BEARING	DIST	ARC
(1)	220°14'50"	21.87	51.895
(2)	308°45'05"	5.065	5.3
(3)	278°20'25"	1.575	
(4)	321°39'10"	7.07	
(5)	51°39'10"	7.07	
(6)	93°55'40"	2.775	
(7)	93°55'40"	2.775	
(8)	93°55'40"	2.775	
(9)	93°55'40"	2.775	
(10)	93°55'40"	2.775	
(11)	318°55'40"	4.245	4.7
(12)	183°55'40"	1.725	3
(13)	183°55'40"	0.765	
(14)	318°55'40"	7.07	7.865
(15)	93°55'40"	2.775	
(16)	93°55'40"	2.775	
(17)	93°55'40"	2.775	
(18)	93°55'40"	2.775	
(19)	93°55'40"	2.775	
(20)	93°55'40"	2.775	
(21)	93°55'40"	2.775	
(22)	93°55'40"	2.775	

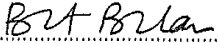
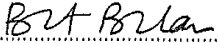
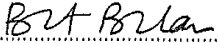
(X) COVENANT - J26973
LAND EXCLUDES MINERALS - J26973
(Y) COVENANT - J583238
LAND EXCLUDES MINERALS - J583238
(Z) COVENANT - K615170
LAND EXCLUDES MINERALS - K615170



ADMINISTRATIVE
SSM 149200 - SSM 180333
183° 30' 30" - 719.76 MGA GND SURVEY

SURVEYOR VICTORIA TESTER Date of Survey: 19-04-18 Surveyor's Ref: 6686-4	PLAN OF SUBDIVISION OF LOT 1 IN DP 1231838	L.G.A.: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:1000 Lengths are in metres.	REGISTERED 25.7.2019	DP1226364
---	--	--	-------------------------	-----------

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  25.7.2019 Title System: TORRENS	Office Use Only Office Use Only DP1226364	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1231838	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
Survey Certificate I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 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 19TH April 2018, 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: 'X'-Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 20/09/2018 Surveyor Identification No: 8514 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	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate 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: N/A Consent Authority: BLACKTOWN CITY COUNCIL Date of endorsement: 9.7.19 Subdivision Certificate number: SC-19-00083 File number: JRPP-15-02510 *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP 1228048 DP 1231838	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 6690-4	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)											
Registered:  25.7.2019	Office Use Only	Office Use Only											
PLAN OF SUBDIVISION OF LOT 1 IN DP 1231838		DP1226364											
Subdivision Certificate number: ...S.C.-19-.000.83..... Date of Endorsement: 9.7.19.....		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.											
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE: 1. EASEMENT FOR PADMOUNT SUBSTATION 2.775 WIDE (A) 2. RESTRICTION ON THE USE OF LAND (B) 3. RESTRICTION ON THE USE OF LAND (C) 4. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D) 5. POSITIVE COVENANT 6. EASEMENT FOR DRAINAGE OF VARIABLE WIDTH (G) 7. RESTRICTION ON THE USE OF LAND 8. RESTRICTION ON THE USE OF LAND 9. POSITIVE COVENANT 10. RESTRICTION ON THE USE OF LAND 11. POSITIVE COVENANT 12. RESTRICTION ON THE USE OF LAND 13. POSITIVE COVENANT 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. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (J) STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE <table><tr><td>EXECUTED by</td><td>)</td><td rowspan="5"> Bhart Bhushan Sole Director/Secretary</td></tr><tr><td>Universal Property Group Pty Limited</td><td>)</td></tr><tr><td>ACN 078 27 748</td><td>)</td></tr><tr><td>in accordance with s127 of</td><td>)</td></tr><tr><td>the Corporations Act 2001</td><td>)</td></tr></table>			EXECUTED by	)	 Bhart Bhushan Sole Director/Secretary	Universal Property Group Pty Limited	)	ACN 078 27 748	)	in accordance with s127 of	)	the Corporations Act 2001	)
EXECUTED by	)	 Bhart Bhushan Sole Director/Secretary											
Universal Property Group Pty Limited	)												
ACN 078 27 748	)												
in accordance with s127 of	)												
the Corporations Act 2001	)												
Surveyor's Reference: 6690-4													

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Office Use Only Registered:  25.7.2019		Office Use Only DP1226364
PLAN OF SUBDIVISION OF LOT 1 IN DP 1231838		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>SC-19-00083</u> Date of Endorsement: <u>9.7.19</u>		
<u>Consent of Mortgagee</u> THE COMMON SEAL of BALANCED SECURITIES LIMITED ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:   David Morton Geer Director		
Surveyor's Reference: 6690-4		

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

Lengths are in metres

(Sheet 1 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. **SC191900083**

Full name and address of the
owner of the land:

Universal Property Group Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 2.775 Wide (A)	1	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	Part 1 designated (B)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (C)	Part 1 designated (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Right of Carriageway Variable Width (D)	1	Part 2 designated (E)
5	Positive Covenant	1 & Part 2 designated (E)	Blacktown City Council
6	Easement for Drainage of Water Variable With (G)	1	Part 2 designated (H)
7	Restriction on the Use of Land	1	Blacktown City Council
8	Restriction on the Use of Land	1	Blacktown City Council
9	Positive Covenant	1	Blacktown City Council
10	Restriction on the Use of Land	1	Blacktown City Council

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Authorised Officer

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

Lengths are in metres

(Sheet 2 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. **SC 19-00083**

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
11	Positive Covenant	1	Blacktown City Council
12	Restriction on the Use of Land	1	Blacktown City Council
13	Positive Covenant	1	Blacktown City Council
14	Restriction on the Use of Land	1	Blacktown City Council
15	Restriction on the Use of Land	1	Blacktown City Council
16	Restriction on the Use of Land	1 & 2	Blacktown City Council
17	Restriction on the Use of Land	1	Blacktown City Council
18	Right of Carriageway Variable Width (J)	2	1

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

Lengths are in metres

(Sheet 3 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...SC...19...00083...

PART 2

1. Terms of Easement numbered 1 in the plan

1.1 Definitions

- 1.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

1.2 Epsilon Distribution Ministerial Holding Corporation may:

- 1.2.1. install electrical equipment within the easement site,
- 1.2.2 excavate the easement site to install the electrical equipment.
- 1.2.3 use the electrical equipment for the transmission of electricity,
- 1.2.4 enter the lot burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 1.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 1.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

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

Lengths are in metres

(Sheet 4 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...S.C.1.9.000.8.3...

PART 2

- 1.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 1.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - 1.4.1 install or permit to be installed any services or structures within the easement site, or
 - 1.4.2 alter the surface level of the easement site, or
 - 1.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 1.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 1.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 1.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledge and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 1.6.2 The owner must do all things reasonable 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 having the power to release vary or modify the Easement numbered 1 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

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

Lengths are in metres

(Sheet 5 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...S.C....19..00083..

PART 2

2. Terms of Restriction on the Use of Land numbered 2 in the plan

2.1 Definitions:

- 2.1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 2.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 2.1.3 **erect** includes construct, install, build and maintain.
- 2.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

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

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...SC...19...00083..

PART 2

- 2.4.2 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.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

3. Terms of Restriction on the Use of Land numbered 3 in the plan

3.1 Definitions:

3.1.1 **erect** includes construct, install, build and maintain.

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

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

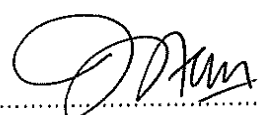
3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

3.4.2 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.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 3 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

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

Lengths are in metres

(Sheet 7 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...SC-19-00083.....

PART 2

4. Terms of Right of Carriageway numbered 4 in the plan

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

"Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

- a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
- b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
- c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered 4 in the plan is **Blacktown City Council**.

5. Terms of Positive Covenant numbered 5 in the plan

The proprietor of the lot(s) hereby burdened or benefited will in respect of the right of carriageway Variable Width designated (D) on the 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 conditions and
- (c) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) The owner of the lot burdened 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.
- (e) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Cumberland 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 having the power to release vary or modify the terms of positive covenant numbered 5 in the plan is **Blacktown City Council**.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...S.C.19.000.8.3...

PART 2

6. Terms of Restriction on the Use of Land numbered 7 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 7 in the plan is **Blacktown City Council**

7. Terms of Restriction on the Use of Land numbered 8 in the plan

There shall be no direct vehicular or pedestrian access to and/or from Hambledon Road to and/or from the lot burdened.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 8 is **Blacktown City Council**

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

Lengths are in metres

(Sheet 9 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No.S.C.-19-00083

PART 2

8. Terms of Positive Covenant on the Use of Land numbered 9 in the plan

- 8.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site detention stormwater system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Stormwater Maintenance Manual" as prepared by Aurecon on 19th May 2017 a copy which is held on Council File: CC-17-01412. A copy of this Manual is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - e. Notify Council after each programmed maintenance inspection.
- 8.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 8.1(d) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers in subparagraph 8.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...**SC 19 00083**...

PART 2

- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 9 is **Blacktown City Council**

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. SC 19 00083.....

PART 2

9. Terms of Restriction on the Use of Land numbered 10 in the plan

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

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

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 10 in the plan is **Blacktown City Council**

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

Lengths are in metres

(Sheet 12 of 21 sheets)

Plan: **DP1226364**

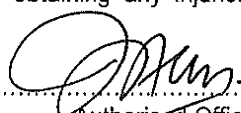
Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...S.C. ...1.9. ...00083..

PART 2

10. Terms of Positive Covenant on the Use of Land numbered 11 in the plan

- 10.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will:
- a. Keep the overland flowpath clean and free from silt, rubbish and debris.
 - b. Maintain and repair at the sole expense of the registered proprietor(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the overland flowpath and the state of construction, maintenance or repair of the overland flowpath, for compliance with the requirements of this covenant.
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the overland flowpath and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 10.2 Pursuant to section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 10.1(d) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers in subparagraph 10.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by Subdivision Certificate No. ...S.C. ...19...00083

PART 2

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 11 is **Blacktown City Council**

11. Terms of Restriction on the Use of Land numbered 12 in the plan

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 12 in the plan is **Blacktown City Council**

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No.SC-19-00083

PART 2

12. Terms of Positive Covenant numbered 13 in the plan

- 12.1 The registered proprietor(s) covenant as follows with the Authority benefitted in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:
- a) Keep the device clean and free from silt, rubbish and debris.
 - b) Maintain and repair at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Stormwater Maintenance Manual" as prepared by Aurecon on 19th May 2017 a copy which is held on Council File: CC-17-01412. A copy of this schedule is available to all owners and occupiers of the burdened lot(s).
 - c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d) Provide to Blacktown City Council each year on or before the 1 September an annual maintenance and monitoring report ("Report") outlining all maintenance undertaken on the Device in accordance with the maintenance and monitoring schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removal was disposed of in an approved manner.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
- 12.2 Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
- a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 12.1(e) above.
 - b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 12.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

Lengths are in metres

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Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...**SC-19-00083**...

PART 2

- ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certification required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant "the device" means the (Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release vary or modify the terms of positive covenant numbered 13 in the plan is **Blacktown City Council**.

13. Terms of Restriction on the Use of Land numbered 14 in the plan

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

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

Lengths are in metres

(Sheet 16 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by Subdivision Certificate No.S.C..19..0008.3.

PART 2

For the purposes of this covenant "the device" means the (Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land as detailed on the plans approved by Mr. Ousama Al-Taiff of Terry West Building Approvals & Consultants Pty Ltd as Construction Certificate No: T.W.B.A./C.C No. 83/2017 on 12/09/2017 and under Compliance Certificate No: 14451 issued by Mr Eric Hausfeld of Land Development Certificates Pty Ltd on 11/08/2017, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No: CC-17-01412.

Name of Authority having the power to release vary or modify the terms of restriction on the use of land numbered 14 in the plan is **Blacktown City Council**.

14. Terms of Restriction on the Use of Land numbered 15 in the plan

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE288dated 08/10/18 and also held on Council File: JRPP 15-2510. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 15 in the plan is **Blacktown City Council**

15. Terms of Restriction on the Use of Land numbered 16 in the plan

The development shall be completed in accordance with the requirements of Development Application No. JRPP 15-2510 approved by Land and Environment Court of New South Wales on the 8th November 2016.

Name of Authority having the power to release, vary or modify the restriction numbered 16 in the plan is **Blacktown City Council**.

16. Terms of Restriction on the Use of Land numbered 17 in the plan

A subdivision certificate shall not be issued for further subdivision of Lot 1, until such time as:

- a) a subdivision certificate is issued over Lot 2; and
- b) The burdened lot has a direct vehicular access to a dedicated public road.

Name of Authority having the power to release, vary or modify the restriction numbered 17 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

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

Lengths are in metres

(Sheet 17 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No.S.C.19.00083...

17. Terms of Right of Carriageway numbered 18 in the plan

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together
with the following addition:

The Right of Carriageway is only permitted until Lot 2 has direct access to a constructed legal road.

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered
18 in the plan is **Blacktown City Council**.

Name of Person or Authority whose consent is required to release, vary or modify the terms of
Easements numbered 6 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



.....
Authorised Officer

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

Lengths are in metres

(Sheet 18 of 21 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No.SC-19-00083.....

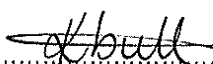
Blacktown City Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993


.....
Signature of Delegate

.....Judith Portelli.....
Name of Delegate

.....Manager Development services.....
Position of Delegate

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


.....
Signature of Witness

.....Kristy-lee Bulloch.....
Name of Witness
C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

19 21
(Sheet 18 of 20 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...SC-19-00083.....

EXECUTED by)
Universal Property Group Pty Limited)
ACN 078 297 748)
in accordance with s127 of)
the Corporations Act 2001)

.....*Bhart Bhushan*.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

20 21
(Sheet 19 of 20 sheets)

Plan: **DP1226364**

Plan of Subdivision of Lot 1 in DP 1231838 covered by
Subdivision Certificate No. ...SC-19-00083.....

Consent of Mortgagee

THE COMMON SEAL of BALANCED
SECURITIES LIMITED ACN 083 514 685
being a company with more than one director
is hereby affixed in accordance with its
Constitution in the presence of:



David Morton Geer
Director

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

21 21
(Sheet 10 of 10 sheets)

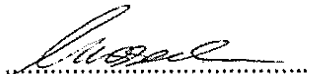
Plan: **DP1226364**

Plan of Subdivision of Pt. Lot 1 in DP1231838 and
Lot 33 in DP1228048 covered by Subdivision
Certificate No.SC-19-00083...

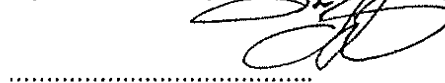
I certify that the attorney signed this
instrument in my presence.

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:



Signature of attorney:



Name of witness:

NATASHA ISSAK

Name and position of attorney:

~~Helen Smith~~ Simon Lawton
Manager Property & Fleet Strategic Property Manager 

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4727 No. 524
54 482

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

Endeavour Energy reference:

URS18890

Date of Signature:

5/4/2019

REGISTERED



25.7.2019

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

PLAN FORM 2 (A2)

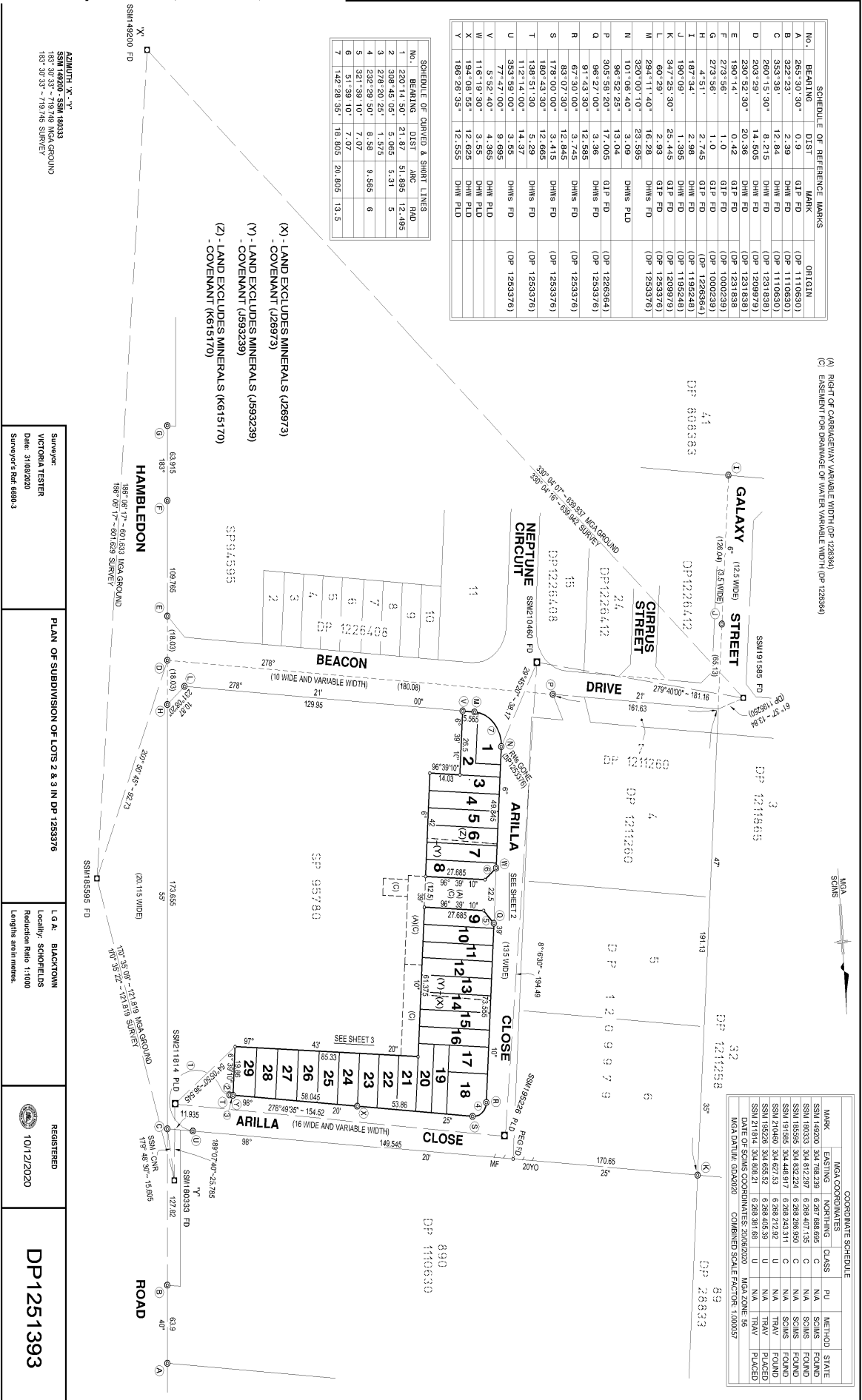
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 3 SHEETS

SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST	MARK
A	202° 30' 30"	2.39	DHN FD (DP 110630)
B	322° 23' 30"	2.39	DHN FD (DP 110630)
C	335° 38' 12"	12.84	DHN FD (DP 110630)
D	260° 15' 30"	8.215	DHN FD (DP 1231838)
E	203° 29' 14"	14.505	DHN FD (DP 120979)
F	230° 52' 30"	20.36	DHN FD (DP 1231838)
G	190° 14' 00"	0.42	gfp FD (DP 1000239)
H	273° 56' 10"	1.0	gfp FD (DP 1000239)
I	4° 51' 27"	2.745	gfp FD (DP 126364)
J	190° 09' 13"	1.365	DHN FD (DP 1195248)
K	347° 25' 30"	25.445	gfp FD (DP 120979)
L	60° 29' 14"	2.39	gfp FD (DP 1253376)
M	294° 11' 40"	16.28	DHN FD (DP 1253376)
N	320° 00' 10"	23.595	DHN FD (DP 1253376)
O	101° 06' 40"	3.09	DHN FD (DP 1253376)
P	305° 58' 20"	17.005	gfp FD (DP 126364)
Q	36° 27' 00"	3.86	DHN FD (DP 1253376)
R	87° 30' 00"	12.445	DHN FD (DP 1253376)
S	178° 00' 00"	3.415	DHN FD (DP 1253376)
T	138° 51' 30"	6.59	DHN FD (DP 1253376)
U	353° 59' 00"	3.55	DHN FD (DP 1253376)
V	77° 47' 00"	9.695	DHN FD (DP 1253376)
W	118° 10' 30"	3.585	DHN FD (DP 1253376)
X	194° 08' 55"	12.825	DHN FD (DP 1253376)
Y	166° 26' 35"	12.555	DHN FD (DP 1253376)

SCHEDULE OF CURVED & SHORT LINES			
NO.	BEARING	DIST	ARC
1	220° 14' 50"	21.87	51.895
2	308° 46' 05"	5.065	5.31
3	278° 20' 25"	1.575	5.965
4	232° 29' 50"	8.58	6
5	321° 58' 10"	7.07	7.47
6	153° 53' 10"	7.47	7.47
7	142° 28' 35"	18.805	20.805

- (X) - LAND EXCLUDES MINERALS (J26973)
- COVENANT (J26973)
(Y) - LAND EXCLUDES MINERALS (J593239)
- COVENANT (J593239)
(Z) - LAND EXCLUDES MINERALS (K615170)
- COVENANT (K615170)



Surveyor: VICTORIA TESTER Date: 31/08/2020 Surveyor's Ref: 6686.3	PLAN OF SUBDIVISION OF LOTS 2 & 3 IN DP 1253376	L.G.A.: BLACKTOWN Locality: SCORFIELD Reduction Ratio: 1:1000 Lengths in m: mms.	REGISTERED 10/12/2020	DP1251393
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PLAN FORM 2 (A2)

SCHEDULE OF CURVED & SHORT LINES				
No.	BEARING	DIST	ARC	RAD
18	145° 47' 45"	17.655	19.24	13.5
19	101° 40' 10"	1.55	1.555	13.5
20	96° 39' 10"	0.96		
21	72° 03' 25"	1.04		
22	145° 47' 45"	3.585		
23	101° 40' 10"	0.8		
24	186° 46' 45"	2.095		
25	276° 46' 45"	5.455		
26	6° 38' 10"	15.525		
27	186° 38' 10"	1.52		
28	186° 08' 05"	3.055		
29	185° 08' 05"	3.055		

C/B denotes CENTRE LINE OF WALL IS BOUNDARY
W/B denotes WALL TO BOUNDARY
PO denotes PORCH
S/D denotes SINGLE STOREY ATTACHED BRICK GARAGE
P/E denotes FACE OF WALL ON EASEMENT

SCHEDULE OF REFERENCE MARKS				
No.	BEARING	DIST	MARK	DP/DTN
M	294° 11' 40"	16.28	DM16	FD (DP1251393)
N	320° 00' 10"	23.595	DM16	FD (DP1251393)
O	96° 39' 10"	3.09	DM16	P/D (DP1251393)
P	96° 39' 10"	13.04	DM16	P/D (DP1251393)
Q	96° 27' 00"	13.36	DM16	FD (DP1251393)
R	91° 43' 30"	12.585	DM16	FD (DP1251393)
S	52° 40'	4.385	DM16	P/D (DP1251393)
T	116° 19' 30"	3.55	DM16	P/D (DP1251393)

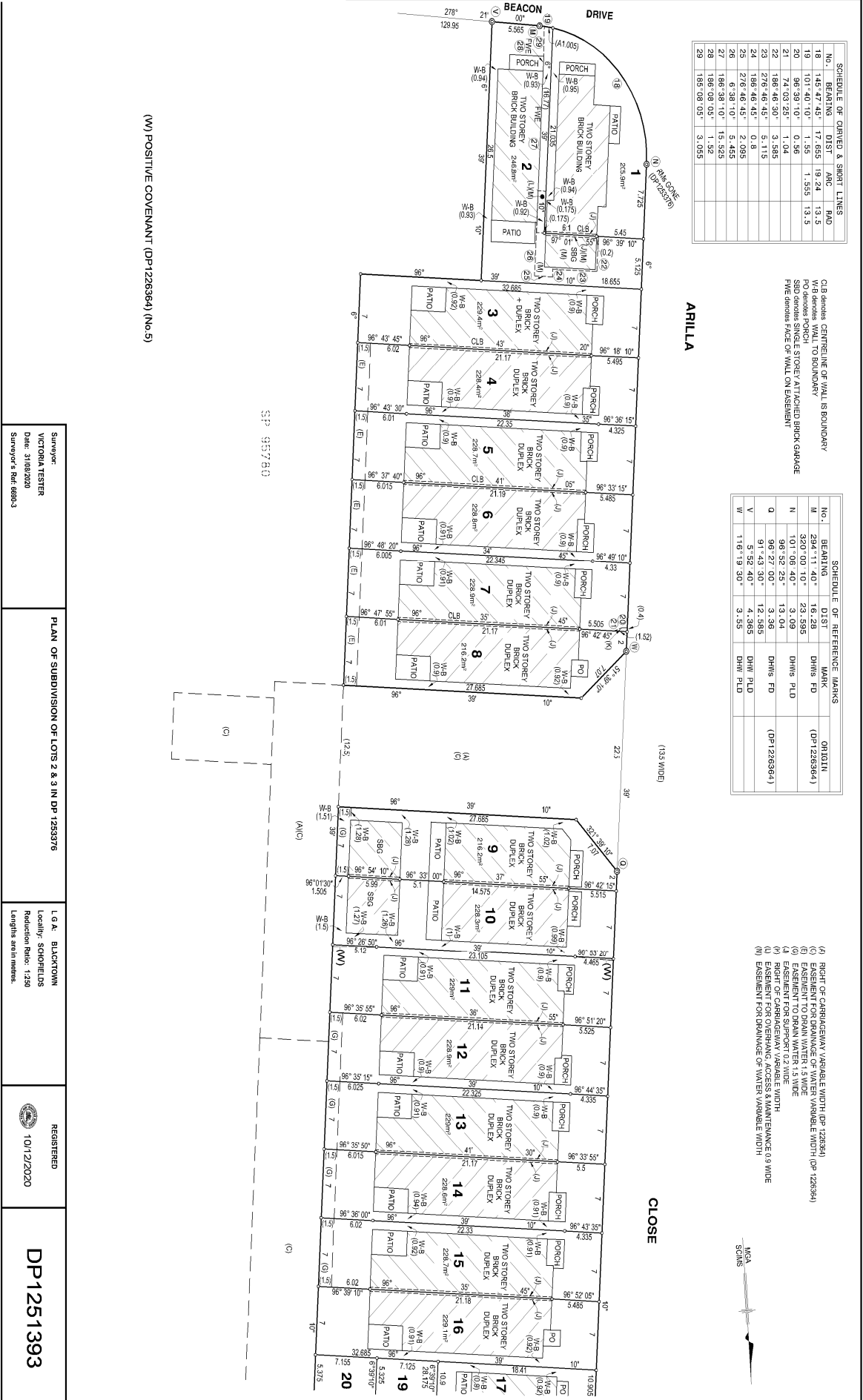
- (1) INLET OF CARPARKWAY VARIABLE WIDTH (DP 1251393)
(2) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1251393)
(3) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1251393)
(4) EASEMENT TO DRAIN WATER 1.5 WIDE
(5) EASEMENT TO DRAIN WATER 1.5 WIDE
(6) EASEMENT TO DRAIN WATER 1.5 WIDE
(7) EASEMENT TO DRAIN WATER 1.5 WIDE
(8) EASEMENT TO DRAIN WATER 1.5 WIDE
(9) EASEMENT TO DRAIN WATER 1.5 WIDE
(10) EASEMENT TO DRAIN WATER 1.5 WIDE
(11) EASEMENT TO DRAIN WATER 1.5 WIDE
(12) EASEMENT TO DRAIN WATER 1.5 WIDE
(13) EASEMENT TO DRAIN WATER 1.5 WIDE
(14) EASEMENT TO DRAIN WATER 1.5 WIDE
(15) EASEMENT TO DRAIN WATER 1.5 WIDE
(16) EASEMENT TO DRAIN WATER 1.5 WIDE
(17) EASEMENT TO DRAIN WATER 1.5 WIDE
(18) EASEMENT TO DRAIN WATER 1.5 WIDE
(19) EASEMENT TO DRAIN WATER 1.5 WIDE
(20) EASEMENT TO DRAIN WATER 1.5 WIDE
(21) EASEMENT TO DRAIN WATER 1.5 WIDE
(22) EASEMENT TO DRAIN WATER 1.5 WIDE
(23) EASEMENT TO DRAIN WATER 1.5 WIDE
(24) EASEMENT TO DRAIN WATER 1.5 WIDE
(25) EASEMENT TO DRAIN WATER 1.5 WIDE
(26) EASEMENT TO DRAIN WATER 1.5 WIDE
(27) EASEMENT TO DRAIN WATER 1.5 WIDE
(28) EASEMENT TO DRAIN WATER 1.5 WIDE
(29) EASEMENT TO DRAIN WATER 1.5 WIDE



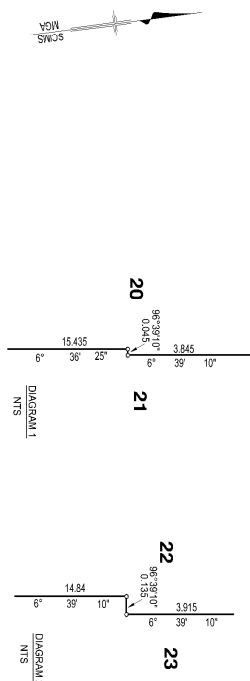
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

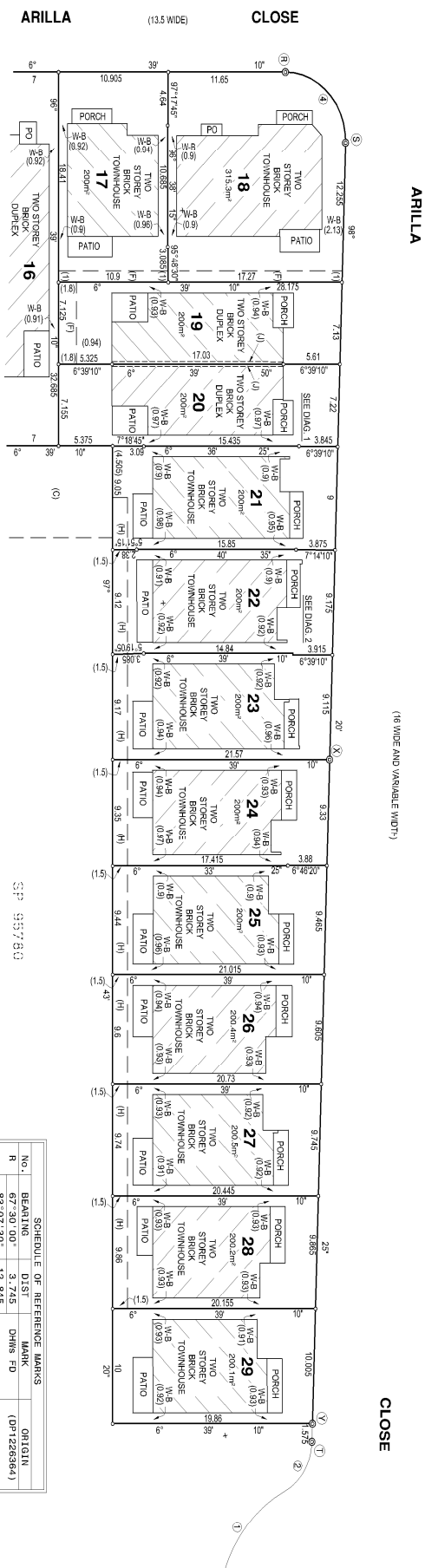
SHEET 2 OF 3 SHEETS



SURVEYOR VICTORIA TESTER Date: 31/08/2020 Surveyor's Ref: 86893.3	PLAN OF SUBDIVISION OF LOTS 2 & 3 IN DP 1251393	L.G.A. BLACKTOWN Locality: SCHOENBERG Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 10/12/2020	DP1251393
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SCHEDULE OF CURVED LINES				
No.	BEARING	DIST	ARC	RAD
1	220°14'50"	21.87	51.895	12.495
2	308°45'05"	5.065	5.31	5
4	232°29'50"	8.58	9.565	6



SCHEDULE OF REFERENCE MARKS				ORIGIN
No.	BEATING	DIST	MARK	
R	83.07.00	3.745	DHWS FD	(DP1226964)
	67.07.30	12.845		
S	178.00.00	3.415	DHWS FD	(DP1226964)
	180.43.30	12.665		
T	138.51.30	5.29	DHWS FD	(DP1226964)
	112.14.00	14.37		
X	194.08.55	12.625	DHWS P.L.D	
Y	186.26.35	12.555	DHWS P.L.D	

- (c) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1226364)
- (f) EASEMENT TO DRAIN WATER 1 & 1.8 WIDE
- (h) EASEMENT TO DRAIN WATER 1.5 WIDE
- (j) EASEMENT FOR SUPPORT 0.2 WIDE

Surveyor: VICTORIA TESTER Date: 31/08/2020 Surveyor's Ref: 66063	PLAN OF SUBDIVISION OF LOTS 2 & 3 IN DP 1253576	L.G.A. BLACKTOWN Locality: SCORFIELDS Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 10/12/2020	DP1251393
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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)
Registered:  10/12/2020	Office Use Only	Office Use Only DP1251393
PLAN OF SUBDIVISION OF LOTS 2 & 3 in DP 1253376		This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>SC-10-00172</u> Date of Endorsement: <u>03.12.2020</u>		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE: 1. EASEMENT TO DRAIN WATER 1.5 WIDE (E) 2. EASEMENT TO DRAIN WATER 1 & 1.8 WIDE (F) 3. EASEMENT TO DRAIN WATER 1.5 WIDE (G) 4. EASEMENT TO DRAIN WATER 1.5 WIDE (H) 5. EASEMENT FOR SUPPORT 0.2 WIDE (J) 6. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (K) 7. POSITIVE COVENANT 8. EASEMENT FOR OVERHANG, ACCESS & SUPPORT 0.9 WIDE (L) 9. RESTRICTION ON THE USE OF LAND 10. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (M) 11. RESTRICTION ON THE USE OF LAND 12. RESTRICTION ON THE USE OF LAND TO RELEASE: 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1226364)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6690-3		

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  10/12/2020

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 2 & 3 in DP 1253376

DP1251393

Subdivision Certificate number: SC-20-00172Date of Endorsement: 03-12-2020

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

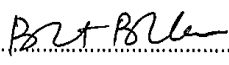
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	51	Beacon	Drive	Schofields
2	53	Beacon	Drive	Schofields
3	6	Arilla	Close	Schofields
4	8	Arilla	Close	Schofields
5	10	Arilla	Close	Schofields
6	12	Arilla	Close	Schofields
7	14	Arilla	Close	Schofields
8	16	Arilla	Close	Schofields
9	18	Arilla	Close	Schofields
10	20	Arilla	Close	Schofields
11	22	Arilla	Close	Schofields
12	24	Arilla	Close	Schofields
13	26	Arilla	Close	Schofields
14	28	Arilla	Close	Schofields
15	30	Arilla	Close	Schofields
16	32	Arilla	Close	Schofields
17	34	Arilla	Close	Schofields
18	36	Arilla	Close	Schofields
19	38	Arilla	Close	Schofields
20	40	Arilla	Close	Schofields
21	42	Arilla	Close	Schofields
22	44	Arilla	Close	Schofields
23	46	Arilla	Close	Schofields
24	48	Arilla	Close	Schofields
25	50	Arilla	Close	Schofields
26	52	Arilla	Close	Schofields
27	54	Arilla	Close	Schofields
28	56	Arilla	Close	Schofields
29	58	Arilla	Close	Schofields

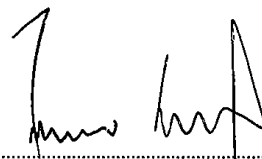
If space is insufficient use additional annexure sheet

Surveyor's Reference: 6690-3

ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheet(s)
Registered:  10/12/2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 2 & 3 in DP 1253376		DP1251393
Subdivision Certificate number: <u>SC-20-00172</u> Date of Endorsement: <u>03-12-2020</u>		
		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) Universal Property Group Pty Limited) ACN 078 297 748) in accordance with s127 of) the Corporations Act 2001)		 Bhart Bhushan Sole Director/Secretary
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6690-3		

ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered:  10/12/2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 2 & 3 in DP 1253376		DP1251393
Subdivision Certificate number: <u>SC-20-00172</u> Date of Endorsement: <u>03-12-2020</u>		
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<u>Consent of Mortgagee</u>		
SIGNED by Trevor John Wilson and Steven James Hodges as attorneys for BALANCED SECURITIES LIMITED ACN 083 514 685 under registered power of attorney Book 4672 No 120 dated 25 June 2014 in the presence of:  Signature of Witness Lynn Wilson 18 Ridgeview Street Eltham Vic 3095 Occupation: Home Duties  Signature of Witness Dionne Hodges 102 Old Eltham Road Lower Plenty Vic Occupation: Administration Officer  Trevor John Wilson By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney  Steven James Hodges By executing this Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6690-3		

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

Lengths are in metres

(Sheet 1 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
 covered by Subdivision Certificate No.

Sc - 20 - 00172

Full name and address of the
 owner of the land:

Universal Property Group Pty Ltd
 137 Gilba Road
 GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to Drain Water 1.5 Wide (E)	4 5 6 7 8	3 3 & 4 3, 4 & 5 3-6 inclusive 3-7 inclusive
2	Easement to Drain Water 1 & 1.8 Wide (F)	17 18 19	19 & 20 17, 19 & 20 20
3	Easement to Drain Water 1.5 Wide (G)	9 12 13 14 15	10 11 & 13-16 inclusive 14, 15 & 16 15 & 16 16
4	Easement to Drain Water 1.5 Wide (H)	21 22 23 24 25 26 27 28	22-29 inclusive 23-29 inclusive 24-29 inclusive 25-29 inclusive 26-29 inclusive 27, 28 & 29 28 & 29 29
5	Easement for Support 0.2 Wide (J)	1 2 3 4 5 6 7 8 9	2 1 4 3 6 5 8 7 10

APPROVED BY BLACKTOWN CITY COUNCIL



 Authorised Officer

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

Lengths are in metres

(Sheet 2 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
 covered by Subdivision Certificate No.

SC-20-00172

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
5	Easement for Support 0.2 Wide (J) (Cont.)	10 11 12 13 14 15 16 19 20	9 12 11 14 13 16 15 20 19
6	Right of Carriageway Variable Width (K)	7	8
7	Positive Covenant	7 & 8	Blacktown City Council
8	Easement for Overhang, Access & Maintenance 0.9 Wide (L)	2	1
9	Restriction on the Use of Land	1 & 2	Blacktown City Council
10	Easement for Drainage of Water Variable Width (M)	2	1
11	Restriction on the Use of Land	1-29 inclusive	Blacktown City Council
12	Restriction on the Use of Land	1 & 2	Blacktown City Council

PART 1A

No. of item shown in the intention panel on the plan	Identity of easements to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Right of Carriageway Variable Width (DP1226364)	CP/SP95780	11 (Part 3/1253376)

APPROVED BY BLACKTOWN CITY COUNCIL



 Authorised Officer

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

Lengths are in metres

(Sheet 3 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
SC-20-00132

PART 2

1. Terms of Easement numbered 5 in the plan

- 1.1 The owner of the benefited may:-
- (a) Construct on the lot burdened, but only within the site of this easement, whatever wall is reasonable to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
 - (b) Do anything reasonably necessary for that purpose, including:
 - a. Entering the lot burdened, and
 - b. Taking anything on to the lot burdened, and
 - c. Carrying out the work.
- 1.2 The owner of the lot burdened must not:-
- (a) Interfere with the wall or the support it offers, or
 - (b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the wall.
- 1.3 If the owner of the lot burdened does or allows anything to be done which damages the wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.
- If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.
- 1.4 In exercising these powers, the owner of the lot benefited must:
- (a) Ensure all the work is done properly, and
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) Restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) Make good any collateral damage.
- 1.5 The owner of the burdened lot must at its own cost repair and maintain the wall to ensure the stability of and support provided by the wall.

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 5 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 4 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
SC-20-00192

PART 2

2. Terms of Right of Carriageway numbered 6 in the plan

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

"Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

- a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
- b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
- c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered 6 in the plan is **Blacktown City Council**.

3. Terms of Positive Covenant numbered 7 in the plan

The proprietor of the lot(s) hereby burdened or benefited will in respect of the right of carriageway Variable Width designated (K) on the 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 conditions and
- (c) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
- (d) The owner of the lot burdened 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.
- (e) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any 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 having the power to release vary or modify the terms of positive covenant numbered 7 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

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

Lengths are in metres

(Sheet 5 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
~~SC-20-00172~~.....

PART 2

4. Terms of Easement numbered 8 in the plan

4.1 In this Easement for Overhang, Access & Maintenance:

"easement site" means that area of the lot burdened shown on the plan as being affected by "Easement for Overhang, Access & Maintenance 0.9 wide" designated (L) on the plan.

Subject to clause 4.3, the body having the benefit of this easement may:

- a. With prior reasonable notice given to the owner or occupier of the lot burdened, use the easement site for the purpose of carrying out necessary work (including maintenance and repair) on:
 - i. The lot benefited; and
 - ii. Any structure belonging to the owner of the lot benefited, which cannot otherwise reasonably be carried out; and
- b. Do anything reasonably necessary for that purpose, including:
 - i. Entering into the lot burdened;
 - ii. Taking anything onto the lot burdened; and
 - iii. Carrying out necessary works such as constructing, placing, repairing or maintaining structures and overhanging structures
- c. May insist that the overhanging structures including gutters, fascias, window sills, downpipes forming part of the structure of the lot benefited which, when this easement was created, overhung the lot burdened remain, but only to the extent that they are within the site of this easement; and
- d. Must keep the overhanging structures in good repair and safe condition.

4.2 The rights under this Easement for Overhang, Access & Maintenance are limited to the extent necessary to permit the owner of the lot benefited to maintain and repair the exposed areas of:

- (a) The lot benefited; and
- (b) Any structure belonging to the owner of the lot benefited.

4.3 In exercising the rights under this clause 4.3, the owner of the lot benefited must:

- (a) Ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (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 improvements on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage

APPROVED BY BLACKTOWN CITY COUNCIL



Authorised Officer

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

Lengths are in metres

(Sheet 6 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
SC-20-00172

PART 2

4.4 The owner of the lot burdened is not by the creation of this easement prohibited from constructing the following improvements within the easement site:

- (a) Fencing and gates;
- (b) Garbage bin storage;
- (c) Meter boxes for gas and electricity;
- (d) Retaining walls and landscaping; and
- (e) Other similar structures or improvements

provided the improvements do not significantly interfere with the use and enjoyment of the easements rights granted to the owner of the lot benefited under this easement.

4.5 The owners of each lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for overhang, access and maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easement numbered 8 in the plan is **Blacktown City Council**

5. Terms of Restriction on the use of land numbered 9 in the plan

- 5.1 No obstructions shall be placed within the area of the Easement for Overhang, Access & Maintenance 0.9 Wide designated (L) on the plan.
- 5.2 Blacktown City Council will not be party to any civil dispute resolution arising from the use of the Easement for Overhang, Access & Maintenance or the maintenance and repair of the zero lot line walls. This is the responsibility of burdened and benefited property owners to be resolved in a court of appropriate jurisdiction.

Name of Authority having the power to release vary or modify the terms of restriction on use of land numbered 9 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
Authorised Officer

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

Lengths are in metres

(Sheet 7 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
SC-20-00172.....

PART 2

6. Terms of Restriction on the Use of Land numbered 11 in the plan

No buildings shall be erected on the lot hereby burdened unless it is constructed in accordance with the salinity report from Geotesta Pty Ltd Ref NE288 dated 31st August 2020. A copy of this report is held on Council File DA-17-02388.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 11 in the plan is **Blacktown City Council**

7. Terms of Restriction on the use of land numbered 12 in the plan

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

Name of Authority having the power to release vary or modify the terms of restriction on use of land numbered 12 in the plan is **Blacktown City Council**.

Name of Person or Authority whose consent is required to release, vary or modify the terms of Easements numbered 1, 2, 3, 4 & 10 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....

Authorised Officer

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

Lengths are in metres

(Sheet 8 of 10 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
..SC-20-00172.....

Blacktown City Council by its authorised
delegate pursuant to s.377 Local
Government Act 1993

.....
Signature of Delegate

.....Judith Portelli.....
Name of Delegate

.....Manager Development
Assessment.....
Position of Delegate

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

.....
Signature of Witness

.....Kristy-lee Bullock.....
Name of Witness

C/- Blacktown City Council
62 Flushcombe Road
..BLACKTOWN NSW 2148
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

9 10
(Sheet ~~11~~ of 12 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
.....Sc-20-00172.....

EXECUTED by
Universal Property Group Pty Limited
ACN 078 297 748
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

..........
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

(Sheet ^{10 10}~~12~~ of 12 sheets)

Plan:

DP1251393

Plan of Subdivision of Lots 2 & 3 in DP 1253376
covered by Subdivision Certificate No.
.....SC-20-00172.....

Consent of Mortgagee

**SIGNED by Trevor John Wilson and Steven)
James Hodges as attorneys for BALANCED)
SECURITIES LIMITED ACN 083 514 685 under)
registered power of attorney Book 4672 No 120)
dated 25 June 2014 in the presence of:)**

.....
Signature of Witness

Lynn Wilson

18 Ridgeview Street Eltham Vic 3095

Occupation: Home Duties

.....
Signature of Witness

Dionne Hodges

102 Old Eltham Road Lower Plenty Vic

Occupation: Administration Officer

.....

Trevor John Wilson

By executing this Agreement the attorney
states that the attorney has received no notice
of revocation of the power of attorney

.....

Steven James Hodges

By executing this Agreement the attorney
states that the attorney has received no notice
of revocation of the power of attorney

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

REGISTERED



10/12/2020

Form: 12PV
Release: 4-1

**APPLICATION
FOR REPLACEMENT
CERTIFICATE OF TITLE**

New South Wales
s111 Real Property Act 1900



AQ901869B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

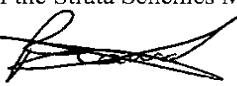
(A) CERTIFICATE OF TITLE	CP/SP95780		
(B) LODGED BY	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 4, 71 York Street, Sydney NSW 2000 134904C Reference: MM21154	CODE PV
(C) REGISTERED PROPRIETOR	The Owners - Strata Plan No 95780		
(D) APPLICANT	The Owners - Strata Plan No 95780		

- (E) The certificate of title referred to above has been—
☒ mislaid ☐ destroyed ☐ stolen ☐ damaged or defaced.
- (F) The applicant—
☐ is a private person who is a registered proprietor of the land in the certificate of title.
☒ is a corporation which is a registered proprietor of the land in the certificate of title.
☐ is a lending institution having a registered first mortgage over the land in the certificate of title.
☐ had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
 ☐ a lending institution not having a registered first mortgage over the land in the certificate of title.
 ☐ a trustee institution.
 ☐ a legal practitioner.
 ☐ a licensed conveyancer.
☐ [If other, specify]:

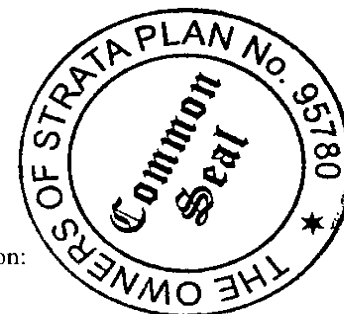
The applicant hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 11 March 2021

- (G) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: The Owners - Strata Plan No. 95780
Authority: Section 273 of the Strata Schemes Management Act 2015

Signature of authorised person: 
Name of authorised person: Rene Mouawad
Office held: Strata manager

Signature of authorised person:
Name of authorised person:
Office held:



Witness please note: You may be contacted by the Registrar General to verify the signing.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

ANNEXURE TO REPLACEMENT FOR REPLACEMENT CERTIFICATE OF TITLE

STATUTORY DECLARATION

THE OWNERS – STRATA PLAN NO 95780

(OATHS ACT 1900, NSW, EIGHTH SCHEDULE)

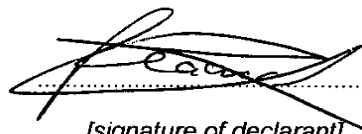
I, Rene Mouawad, do solemnly and sincerely declare that:

1. I am a licensed strata manager of Comfort Living Strata Management.
2. Comfort Living Strata Management are the duly appointed strata managing agent for The Owners – Strata Plan No 95780 (the owners corporation), who commenced management of the scheme on or about 30/11/2020.
3. Comfort Living Strata Management, in it's capacity as the appointed strata managing agent holds all of the owners corporation's records and conducts the business affairs on its behalf.
4. The owners corporation is the registered proprietor of the land located at 2A Cottage Glade, Schofields and comprised certificate of title with folio identifier, CP/SP95780 (the CT).
5. I have recently conducted a search of those books and records and could not locate the CT.
6. The CT details certain encumbrances and interests, as shown in annexure "A" (copy is attached).
7. I have made further enquiries to the officers of Comfort Living Strata Management and none of them have any information about the location of the CT.
8. I believe the CT was not included in the books and records provided to Comfort Living Strata Management.
9. A CT enquiry search was conducted on 8 February 2021 (annexed and marked "B") showing that the CT was last delivered to Universal Property Group.
10. My solicitor has called Universal Property Group and confirmed they do not hold the CT, and have no record of ever receiving the CT.
11. I believe the CT has been lost or mislaid.
12. A council rate notice does not get issued for the land comprised in the CT.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at Sydney in New South Wales, on 11/03/2021

[date]


[signature of declarant]

in the presence of an authorised witness, who states:

I, Emily Daaboul, a Solicitor,
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:

[* please cross out any text that does not apply]

1. *I saw the face of the person OR ~~*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
2. *I have known the person for at least 12 months OR ~~*I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~

[describe identification document relied on]

EDaaboul 11/03/2021
[signature of authorised witness] [date]

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No. 95780 was affixed on 11 March 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature of Committee Member/Strata Manager: 

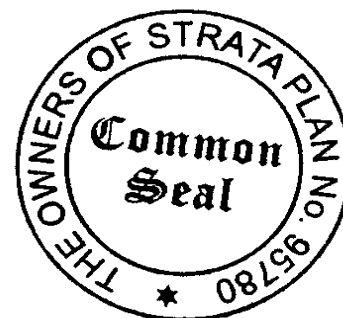
Name of Committee Member/Strata Manager: Rene Hocauss

Authority: Senior Strata Manager

Signature of Committee Member/Strata Manager:

Name of Committee Member/Strata Manager:

Authority:



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



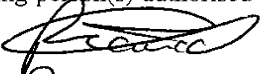
AQ901870S

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP95780				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1112G</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 4, 71 York Street, Sydney NSW 2000 134904C Reference: MM21154</td></tr></table>	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 4, 71 York Street, Sydney NSW 2000 134904C Reference: MM21154	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 4, 71 York Street, Sydney NSW 2000 134904C Reference: MM21154				
CODE CH					

- (C) The Owners-Strata Plan No. 95780 certify that a special resolution was passed on 1/10/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 95780 was affixed on 11 March 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: Rene Macaulay
Authority: Senior Strata Manager

Signature:
Name:
Authority:



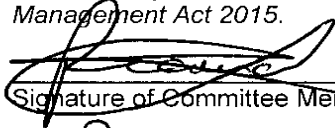
Annexure A

Consolidation of by-laws for SP95780

Summary

By-Law Number	How created	When passed
1-22	Registered with the scheme	27 September 2019
Special By-Law 1 <i>Solar Panel Works</i>	Special Resolution	1 October 2020

Executed by The Owners – Strata Plan No.95780 in accordance with section 273 of the *Strata Schemes Management Act 2015*.


 Signature of Committee Member/Strata Manager

Rene Macaruso
 Name of Committee Member/Strata Manager

 Signature of 2nd Committee Member

 Name of 2nd Committee Member

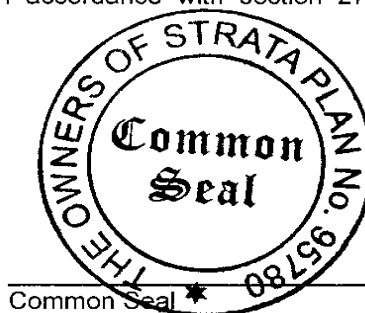


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1. Purpose of the by-laws

The by-laws regulate the day to day management and operation of the building by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the building.

The by-laws are designed to maintain the quality of the building and operate to enhance everyone's use and enjoyment of their lot and the common property, while balancing the rights of the owners and occupiers of apartments and commercial lots.

2. Who must comply with the by-laws?

Owners and occupiers of apartments and their guests and the owners corporation must comply with the by-laws.

3. Common Property Rights by-laws

3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

3.2 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

3.4 Repairing damage

The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

3.6 Additional Insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

4. Requirements If you lease your lot

If you lease or license your lot, you must:

1. Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
2. Ensure that your tenant or licensee and their visitors comply with the by-laws; and
3. Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the building.

5. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

6. Changes to common property

An owner or person authorised by an owner may install, without the consent of the owners corporation:

1. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
2. any screen or other device to prevent entry of animals or insects on the lot, or
3. any structure or device to prevent harm to children.

Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

1. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

The owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

- b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

7. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- 1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- 2. use for his or her own purposes as a garden any portion of the common property.

8. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

9. Keeping of Animals

9.1 Subject to this by-law:

If you are the owner or occupier of an apartment or a commercial lot you may keep:

- 1. Fish in an indoor aquarium; or
- 2. 1 (one) caged bird; or
- 3. 1 (one) cat; or
- 4. 1 (one) dog ; or
- 5. An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law. The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

9.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot.

9.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots.

9.5 Keeping of Dogs

If you are the owner or occupier of an apartment or a commercial lot and you keep a dog:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
3. It must be de-sexed

9.6 Keeping of Cats

If you are the owner or occupier of an apartment or a commercial lot and you keep a cat:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It must be de-sexed

9.7 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must restrain it (e.g. by leash or pet cage) and control it at all times.

9.8 Your responsibilities

You are responsible for:

1. Keep the animal within your lot and
2. Any noise your animal makes which causes unreasonable disturbance; and
3. Damage to or loss of property or injury to any person caused by your animal; and
4. To clean up after your animal

9.9 Your visitors

You must not allow your visitors to bring animals into the building unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

9.10 Conditions for keeping an animal

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

1. It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
2. Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
3. You do not comply with your obligations under this by-law;
4. You breach a condition made by the owners corporation when it gave you consent to keep the animal

10.Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

11.Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - b. without limiting paragraph (a), that invitees comply with clause (1).

12. Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

13. Smoke penetration

1. An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - a. in an area designated as a smoking area by the owners corporation, or
 - b. with the written approval of the owners corporation.
2. A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
3. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

14. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

15.Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16.Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

17.Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

18. Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
3. In this by-law:
'washing' includes any clothing, towel, bedding or other article of a similar type.

19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
 - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within their area designated for collection (Areas designated G1-G79 on the associated Strata Plan 95780) 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
7. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

8. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
9. The owners corporation is responsible for ensuring that clear access is provided to waste collection trucks entering the property.
10. Clean ups will only occur from the communal bulky waste collection points (Areas designated BW1 & BW2 on the associated Strata Plan 95780) if they comply with Council requirements for household clean ups. Residents are only permitted to place whitegoods and other bulky waste items in the bulky waste collection area the night before the scheduled date allocated by the Prescribed Authority for the collection of such items. If discarded items fail to comply or the communal collection point is poorly managed, it is the responsibility of the owners corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
11. No bulky waste items are permitted to be presented to a perimeter street frontage unless it belongs to an individual lot that has suitable truck access for a heavy rigid vehicle.
12. In this by-law:
'bin' includes any receptacle for waste.
'waste' includes garbage and recyclable material.

20. Change in use or occupation of lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
 - a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21. Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22. Responsibility of maintenance, repair or replacement

Clause 22 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

22.1 Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) columns and railings b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) balcony ceilings (including painting) d) security doors, other than those installed by an owner after registration of the strata plan e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan f) common wall fencing, shown as a thick line on the strata plan g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land h) awnings within common property outside the cubic space of a balcony or courtyard i) walls of planter boxes shown by a thick line on the strata plan j) that part of a tree which exists within common property
2. Ceiling/Roof	a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility) b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility) c) guttering d) membranes

3. Electrical	a) air conditioning systems serving more than one lot b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller c) fuses and fuse board in meter room d) intercom handset and wiring serving more than one lot e) electrical wiring serving more than one lot f) light fittings serving more than one lot g) power point sockets serving more than one lot h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) i) telephone, television, internet and cable wiring within common property walls j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property k) lifts and lift operating systems
4. Entrance door	a) original door lock or its subsequent replacement b) entrance door to a lot including all door furniture and automatic closer c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a) original floorboards or parquet flooring affixed to common property floors b) mezzanines and stairs within lots, if shown as a separate level in the strata plan c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment
7. Parking/Garage	a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground
9. Windows	a) windows in common property walls, including window furniture, sash cord and window seal b) Insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation

22.2 Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	a) air conditioning systems, whether inside or outside of a lot, which serve only that lot b) fuses and fuse boards within the lot and serving only that lot c) in-sink food waste disposal systems and water filtration systems d) electrical wiring in non-common property walls within a lot and serving only that lot e) light fittings, light switches and power point sockets within the lot serving only that lot f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot g) telephone, television, internet and cable service and connection sockets h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	a) door locks additional to the original lock (or subsequent replacement of the original lock) b) keys, security cards and access passes
5. Floor	a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan b) lacquer and staining on surface of floorboards or parquet flooring c) internal carpeting and floor coverings, unfixed floating floors d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

6. General	a) internal (non-common property) walls b) paintwork inside the lot (including ceiling and entrance door) c) built in wardrobes, cupboards, shelving d) dishwasher e) stove f) washing machine and clothes dryer g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) h) internal doors (including door furniture i) skirting and architraves on non-common property walls j) tiles and associated waterproofing affixed to non-common property walls k) letterbox within a lot l) pavers installed within the lot's boundaries m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	a) garage door remote controller b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary c) light fittings inside the lot where the light is used exclusively for the lot d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies
8. Plumbing	a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall b) pipes and 'S' bend beneath sink, laundry tub or hand basin c) sink, laundry tub and hand basin d) toilet bowl and cistern e) bath f) shower screen g) bathroom cabinet and mirror h) taps and any associated hardware
9. Windows	a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) b) locks additional to the original (or any lock replaced by an owner) c) window lock keys

Special By-Law 1

A by-law with respect to solar panel works

1 Approval of work

3.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

3.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

3.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

3.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

3.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

3.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

3.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

3.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under

section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Authorised Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot;

- (i) only accessible from within that premises; or
- (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 95780; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by- law:

(a) Solar panel work

The installation of Solar Panel Equipment on the common property rooftop for the use or benefit of the Authorised Lot, provided that the Solar Panel Equipment:

- (i) only be installed on common property immediately and directly above an Authorised Lot;
- (ii) is not installed on common property that is intended to be accessed by residents within the strata scheme other than the owner or occupier of an Authorised Lot; and
- (iii) does not impede, obstruct or hinder the owners corporation or its contractors from carrying out its obligations under the Management Act.

1.2 Transitional works

Any works of the same type or kind as described in clause 1.1 of this Scope of Works that were:

- (a) undertaken between the period from the date of the making of this by-law and two (2) years thereafter, in circumstances where the owner (or a previous owner) of the Authorised Lot failed to provide prior written consent to the making of this by-law, are Permitted Work, provided that:
- (b) those works comply with any of the requirements of this by-law capable of applying to them; or
- (c) to the extent that those works do not so comply, they are brought into such compliance by the Authorised Owner within a reasonable time after two (2) years of the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

1.3 Definitions

In this Scope of Works, unless the context otherwise requires:

Excluded Work means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
 - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
 - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and

- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;

General Specifications means:

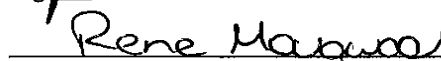
- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

Solar Panel Equipment means any solar panel plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances.

Executed by The Owners – Strata Plan No.95780 in accordance with section 273 of the *Strata Schemes Management Act 2015*.



Signature of Committee Member/Strata Manager



Name of Committee Member/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. 95780 was affixed on ^ 11 March 2021 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature: [Signature] Name: Rene Hovance Authority: Senior Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Planning certificate



Section 10.7 (2)

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

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference 2023-05400

Certificate details

Certificate no. PL2024/07469
Date issued 19 June 2024
Receipt no D005238353

Fee \$67.00
Urgency fee N/A

Property information

Property ID 390283 **Land ID** 388838
Legal description LOT 58 SP 95780
Address 8 DUFF GLADE SCHOFIELDS NSW 2762
County CUMBERLAND **Parish** GIDLEY

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

Disclaimer

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

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

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

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

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

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

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

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

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

Employment Land Zones Reforms

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

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

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

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

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

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

1.2 Development control plans

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

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

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

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

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

1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6

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

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

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

- Amendment to the then Infrastructure State Environmental Planning Policy

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

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

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

- Proposed State Environmental Planning Policy (Environment)

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

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

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

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

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

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

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

2.3 Additional permitted uses

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

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

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

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

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

2.6 Conservation area

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

a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:

- Bushland surrounding Prospect Reservoir, Prospect
- Plumpton Park, Plumpton
- Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
- Doctor Charles McKay Reserve, Mount Druitt
- Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
- Shanes Park woodland
- Wianamatta Regional Park, Ropes Crossing
- Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.

b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

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

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

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

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

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

2.7 Heritage

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

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

3. Contributions plans

3.1 Contribution plans

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

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

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

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

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

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

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

4. Complying development

4.1 Where complying development codes apply

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

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

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

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

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

The following outlines:

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

Yes/No

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

Yes/No

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

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

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

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

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

10.1 Land slip

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

10.2 Bush fire

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

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:
<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

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

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

20.2 On the Lighting intensity and Wind shear map

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

20.3 On the Obstacle limitation surface map

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

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

20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

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

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

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

22.1 Site compatibility certificate

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

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

23.1 Significant contamination

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

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

23.2 Management order

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

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

23.3 Voluntary management proposal

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

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

23.4 Maintenance order

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

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

23.5 Site audit statement

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

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

Attachment 1 – State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

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

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

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

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

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

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

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

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

State Environmental Planning Policy No 65 - Design Quality of Apartments

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

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

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

This policy:

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

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

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

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

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

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

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

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

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

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

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

End of certificate

13 October 2023

Infotrack Pty Limited

Reference number: 8002871626

Property address: 8 Duff Gld Schofields NSW 2762

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 that reads "J Gray".

Jodie Gray
Manager Customer Accounts

Asset Information

Legend

Sewer Sewer Main (with flow arrow & size type text) 225 PVC Disused Main Rising Main Maintenance Hole (with upstream depth to invert) 1.7 Sub-surface chamber Maintenance Hole with Overflow chamber Ventshaft EDUCT Ventshaft INDUCT Property Connection Point (with chainage to downstream MH) 10.0 Concrete Encased Section Terminal Maintenance Shaft Maintenance Shaft Rodding Point Lamphole Vertical Pumping Station Sewer Rehabilitation	Property Details Boundary Line Easement Line House Number Lot Number Proposed Land Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)
Pressure Sewer Pressure Sewer Main Pump Unit (Alarm, Electrical Cable, Pump Unit) Property Valve Boundary Assembly Stop Valve Reducer / Taper Flushing Point	Water WaterMain - Potable (with size type text) 200 PVC Disconnected Main - Potable Proposed Main - Potable Water Main - Recycled Special Supply Conditions - Potable Special Supply Conditions - Recycled Restrained Joints - Potable Restrained Joints - Recycled Hydrant Maintenance Hole Stop Valve Stop Valve with By-pass Stop Valve with Tapers Closed Stop Valve Air Valve Valve Scour Reducer / Taper Vertical Bends Reservoir Recycled Water is shown as per Potable above. Colour as indicated
Vacuum Sewer Pressure Sewer Main Division Valve Vacuum Chamber Clean Out Point	Private Mains Potable Water Main Recycled Water Main Sewer Main Symbols for Private Mains shown grey
Stormwater Stormwater Pipe Stormwater Channel Stormwater Gully Stormwater Maintenance Hole	

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 Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the 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 any indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
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 Property:
- (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 of 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 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 Taxation Administration Act 1953 (Cth) should be served on the purchaser at least 7 days prior to settlement.
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 completion date.