

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate Suite 405.7, 29-31 Solent Circuit, Norwest NSW 2153 Email: chris@newvisionre.com.au	Phone: 1300 597 308 Ref: Chris Brown
co-agent		
vendor	Melinda Elizabeth Latimer G04/14A Isla Street, Schofields NSW 2762	
vendor's solicitor	 FLASH conveyancing PO Box 628, Riverstone NSW 2765 info@flashconveyancing.com.au	Phone: 02 8883 4987 Fax: 02 8583 3032 Ref: RN:223277
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	G04/14A Isla Street, Schofields NSW 2762 Lot 4 in Strata Plan 101165 Folio Identifier 4/SP101165	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 30): PEXA
Electronic transaction (clause 30) no YES

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Netstrata

PO Box 265, Hurstville BC NSW 1481

Email: admin@netstrata.com.au

Tel: 02 8567 6477

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Section 66W certificate

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

1. I am a Licensed Conveyancer/Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **G04/14A Isla Street, Schofields NSW 2762** from **Melinda Elizabeth Latimer** as vendor to _____ as purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for **Melinda Elizabeth Latimer** and am not employed in the legal practice of a Licensed Conveyancer/solicitor acting for **Melinda Elizabeth Latimer** nor am I a member or employee of a firm of which a Licensed Conveyancer/solicitor acting for **Melinda Elizabeth Latimer** is a member or employee; and
4. I have explained to _____:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Signed: _____

SPECIAL CONDITIONS

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

BETWEEN

Melinda Elizabeth Latimer

(Vendor)

And

(Purchaser)

33. Amendments to standard form of contract

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

33.2 Clause 14.4.2 is deleted.

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

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

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

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

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

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

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

33.10 Clause 25.7 is deleted.

33.11 Clause 29 is deleted.

33.12 Clause 30.1.2 is deleted.

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

34. SPECIAL CONDITIONS TO PREVAIL

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

35. CONDITION OF PROPERTY/INCLUSIONS

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

36. WARRANTY

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

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

The purchaser acknowledges that they are purchasing the property:

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

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

37. RELEASE OF DEPOSIT

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

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

38. DEATH, INCAPACITY AND BANKRUPTCY

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

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

39. AGENT

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

40. REQUISITIONS

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

41. TRANSFER

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

42. LATE COMPLETION

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

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

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

43. NOTICE TO COMPLETE

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

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

44. ADJUSTMENTS

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

45. DEPOSIT

In the event that:

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

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

46. DEPOSIT BY INSTALMENTS

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

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

47. RESCHEDULING SETTLEMENT

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

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

48. SETTLEMENT FIGURES

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

49. SEWERAGE DIAGRAMS

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

50. USE OF DEPOSIT FOR SETTLEMENT

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

51. COVID19

For the benefit of both parties, should either party:

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

then the parties agree that the following provisions shall apply:

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



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: 4/SP101165

SEARCH DATE	TIME	EDITION NO	DATE
27/4/2022	5:13 PM	4	29/3/2022

LAND

LOT 4 IN STRATA PLAN 101165
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

MELINDA ELIZABETH LATIMER (T AR359150)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101165
2 AS913 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 27/4/2022

* 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.

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Received: 27/04/2022 17:13:16



FOLIO: CP/SP101165

SEARCH DATE	TIME	EDITION NO	DATE
28/4/2022	3:37 PM	2	15/3/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101165
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101165

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101165
ADDRESS FOR SERVICE OF DOCUMENTS:
125A JERRALONG DRIVE
SCHOFIELDS NSW 2762

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1223464 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 3 DP1223464 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 4 DP1256233 EASEMENT FOR OVERHEAD CRANE 6 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1256233 EASEMENT FOR OVERHEAD CRANE SWING AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 6 DP1256233 EASEMENT FOR OVERHEAD CRANE SWING APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 DP1256611 EASEMENT FOR OVERHEAD CRANE SWING AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED REFERRED TO AND NUMBERED
(2) IN THE S.88B INSTRUMENT
- 8 DP1256611 EASEMENT FOR OVERHEARD CRANE SWING AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1262230 EASEMENT FOR PADMOUNT SUBSTATION 3.05 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 10 DP1262230 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 AR255003 RESTRICTION(S) ON THE USE OF LAND
- 12 AR255004 POSITIVE COVENANT

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101165

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

- 13 AR937008 INITIAL PERIOD EXPIRED
- 14 AR937008 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101165

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	50	2	79	3	79	4	49
5	79	6	78	7	80	8	67
9	84	10	79	11	78	12	79
13	80	14	79	15	84	16	81
17	82	18	80	19	79	20	82
21	81	22	81	23	84	24	82
25	86	26	81	27	79	28	80
29	81	30	80	31	85	32	83
33	84	34	81	35	82	36	97
37	84	38	80	39	84	40	84
41	79	42	81	43	96	44	81
45	70	46	79	47	82	48	96
49	81	50	71	51	80	52	83
53	97	54	82	55	69	56	81
57	83	58	98	59	83	60	69
61	64	62	85	63	79	64	77
65	92	66	94	67	83	68	79
69	78	70	93	71	95	72	86
73	80	74	79	75	94	76	96
77	87	78	81	79	79	80	94
81	97	82	85	83	81	84	80
85	95	86	82	87	79	88	78
89	92	90	96	91	79	92	67
93	79	94	78	95	77	96	78
97	78	98	77	99	78	100	79
101	80	102	79	103	78	104	79
105	79	106	78	107	79	108	80
109	81	110	79	111	79	112	79
113	79	114	78	115	79	116	81
117	82	118	92	119	80	120	80
121	79	122	80	123	82		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

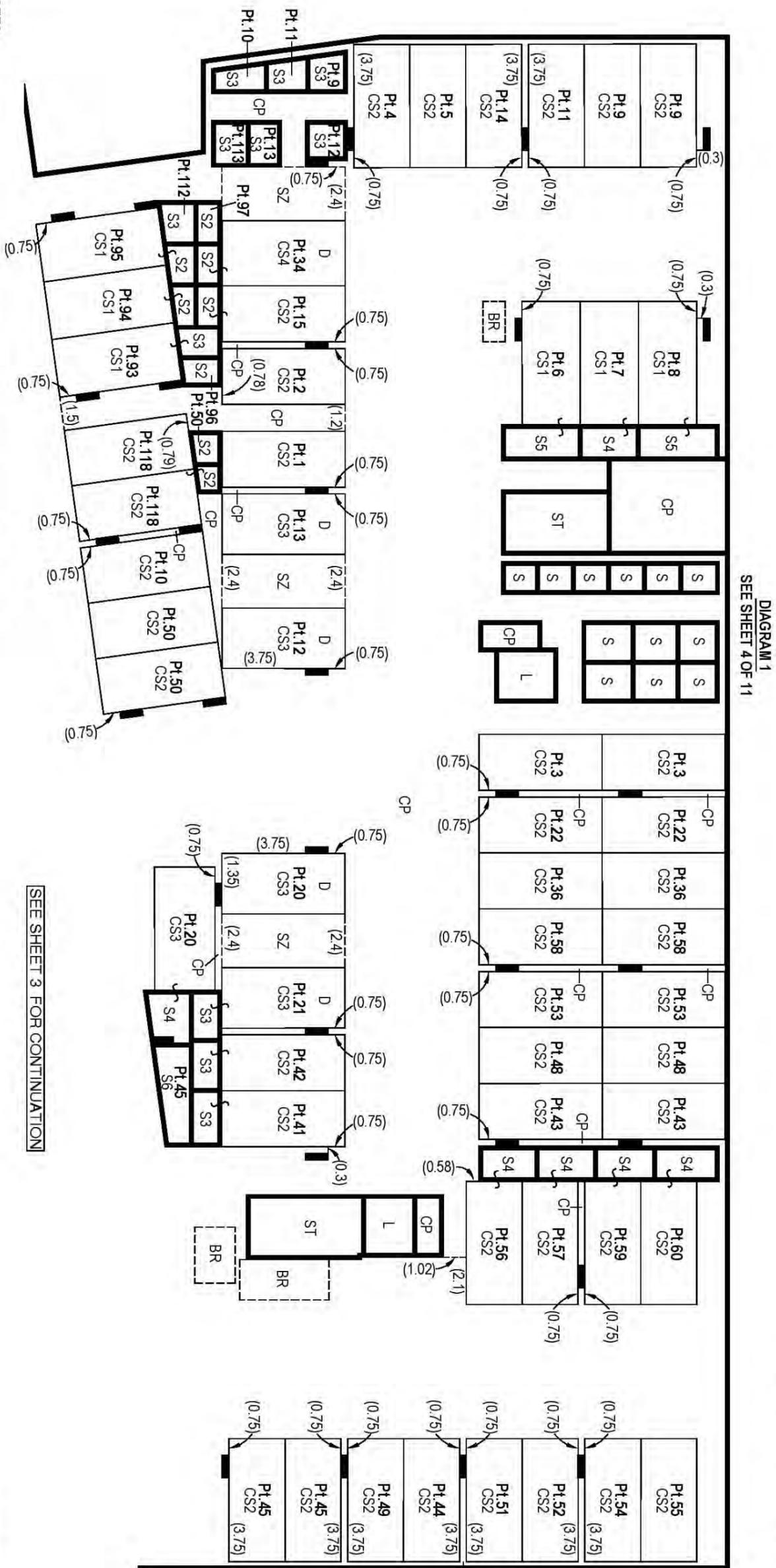
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

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Received: 28/04/2022 15:37:15



Storage Schedule		Car Space Schedule	
Tag	Area(m ²)	Tag	Size
S2	2	CS1	2.6X5.5
S3	3	CS2	2.5X5.5
S4	4	CS3	2.7X5.5
S5	5	CS4	2.9X5.5
S6	6	UNLESS OTHERWISE SHOWN	



NOTES:-
 COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
 REFER TO CAR SPACE AND STORAGE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 ALL ANGLES ARE RIGHT ANGLES UNLESS OTHERWISE SHOWN
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT

— PROLONGATION OF FACE OF COLUMN OR WALL

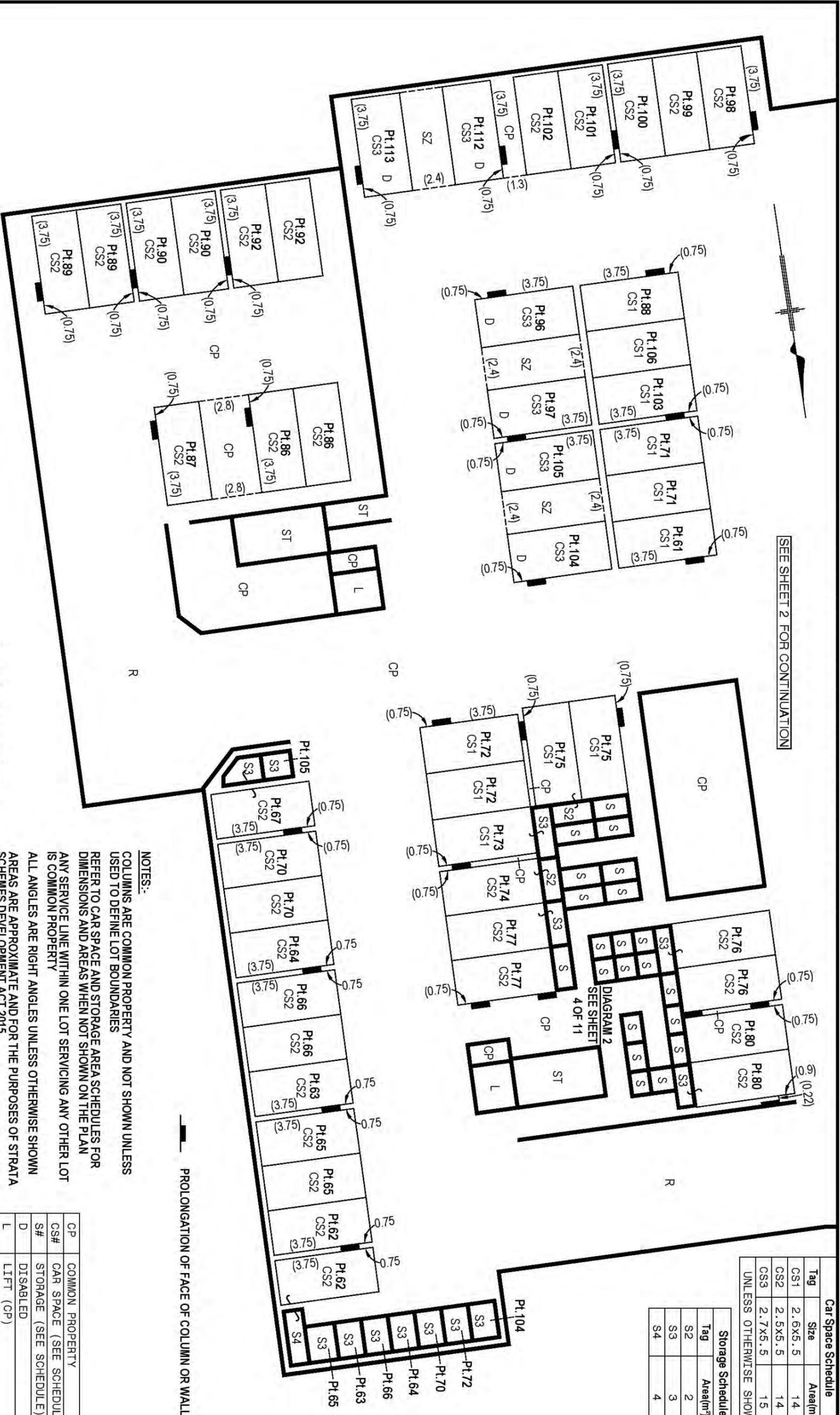
CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
BR	BIKE RACKS (CP)
D	DISABLED
L	LIFT (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464
 L.G.A. BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165



SEE SHEET 2 FOR CONTINUATION

Car Space Schedule	
Tag	Size
CS1	2.6x5.5
CS2	2.5x5.5
CS3	2.7x5.5

Storage Schedule	
Tag	Area(m ²)
S2	2
S3	3
S4	4

NOTES:
 COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
 REFER TO CAR SPACE AND STORAGE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

BASEMENT (CONT.)

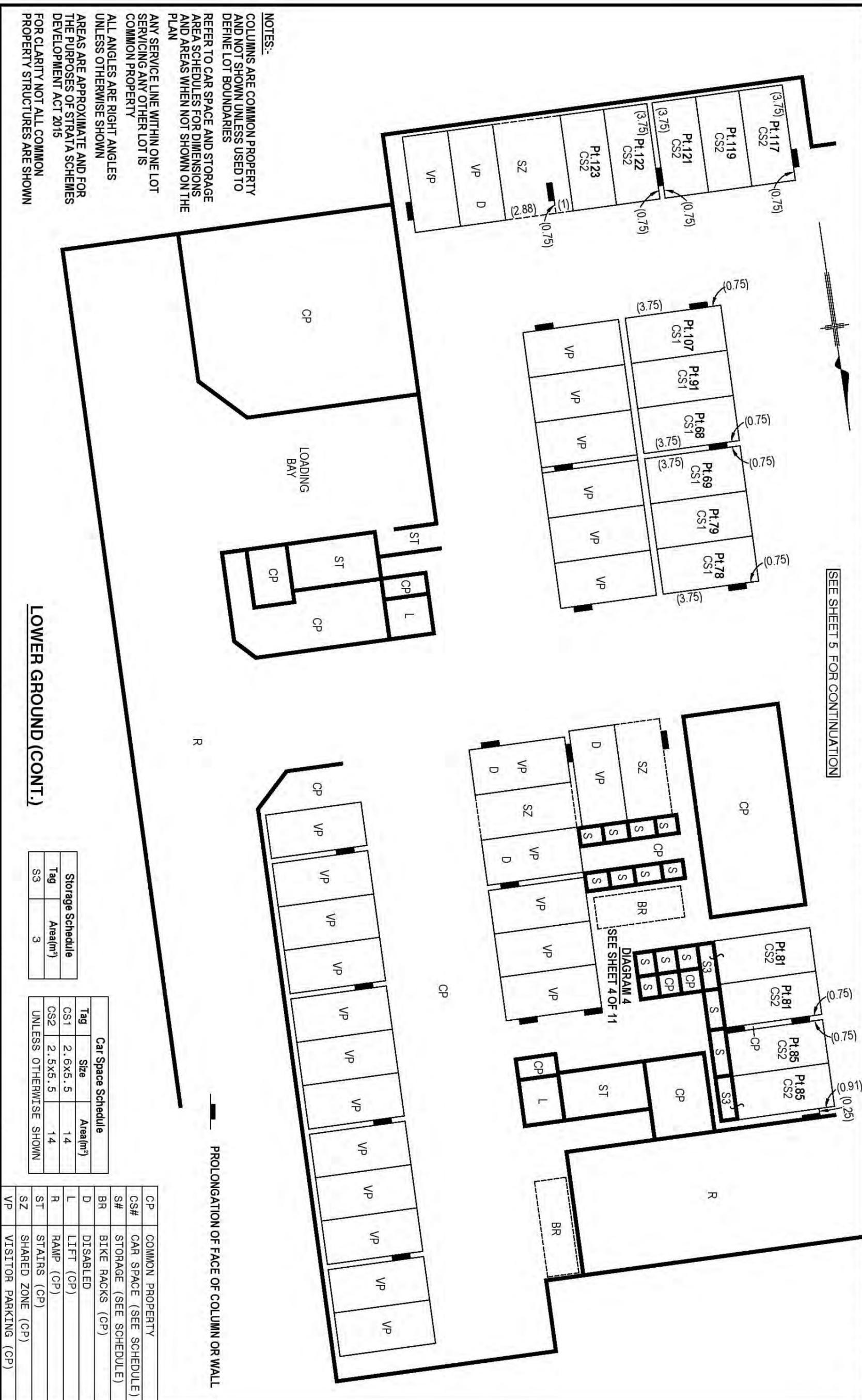
PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464

Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

L.G.A.: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165



SEE SHEET 5 FOR CONTINUATION

DIAGRAM 4
SEE SHEET 4 OF 11

NOTES:

COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
 REFER TO CAR SPACE AND STORAGE AREA SCHEDULES FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
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 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LOWER GROUND (CONT.)

Storage Schedule	Area(m ²)
Tag S3	3

Tag	Size	Area(m ²)
CS1	2.6x5.5	14
CS2	2.5x5.5	14

UNLESS OTHERWISE SHOWN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
BR	BIKE RACKS (CP)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)

PROLONGATION OF FACE OF COLUMN OR WALL

PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464

Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

L.G.A. BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165



GROUND FLOOR

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)
T	TERRACE

NOTES:-
 THE LIMIT OF THE STRATUM OF EACH TERRACE AND BALCONY IS 25 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

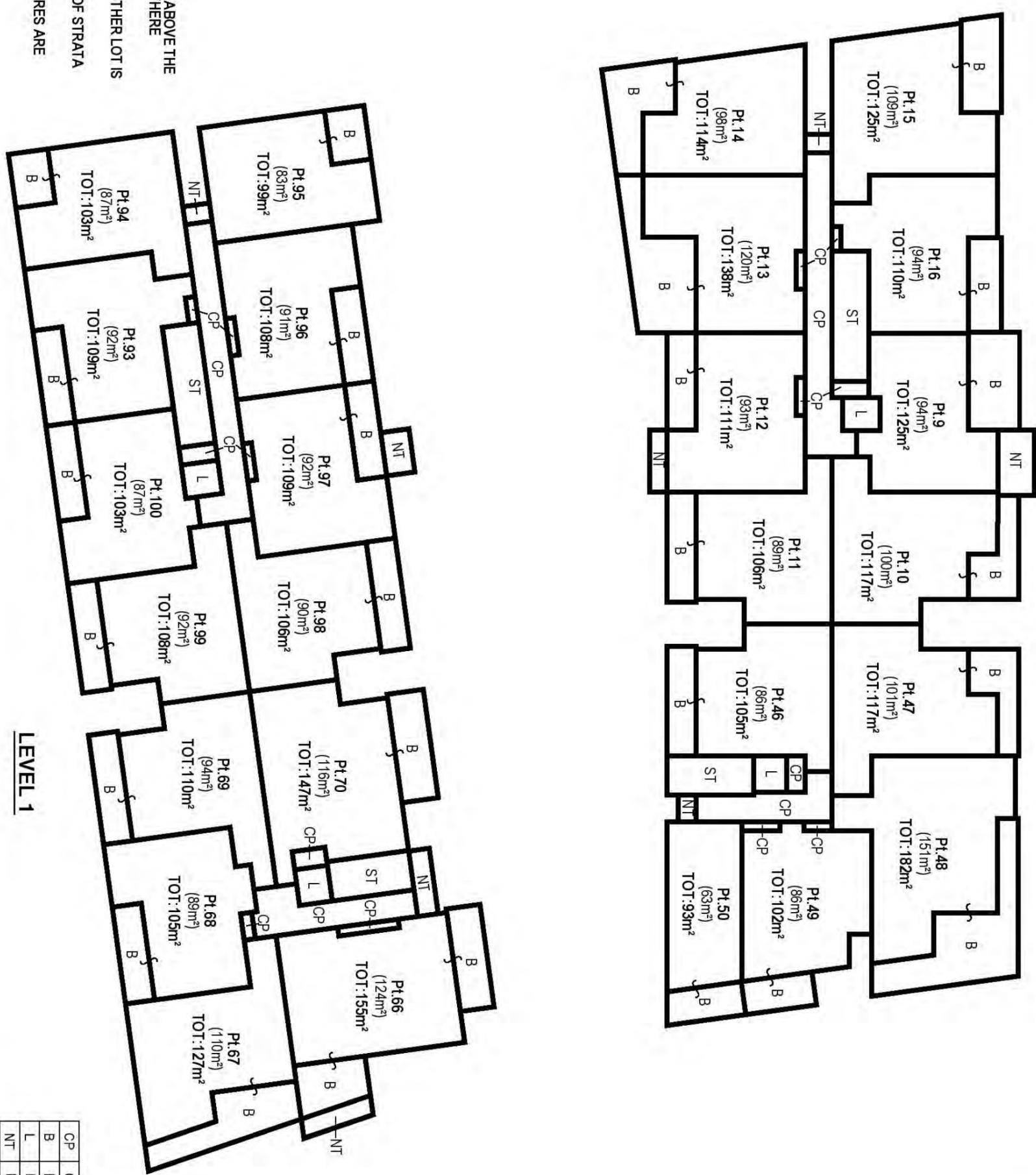
Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464

L G A: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165

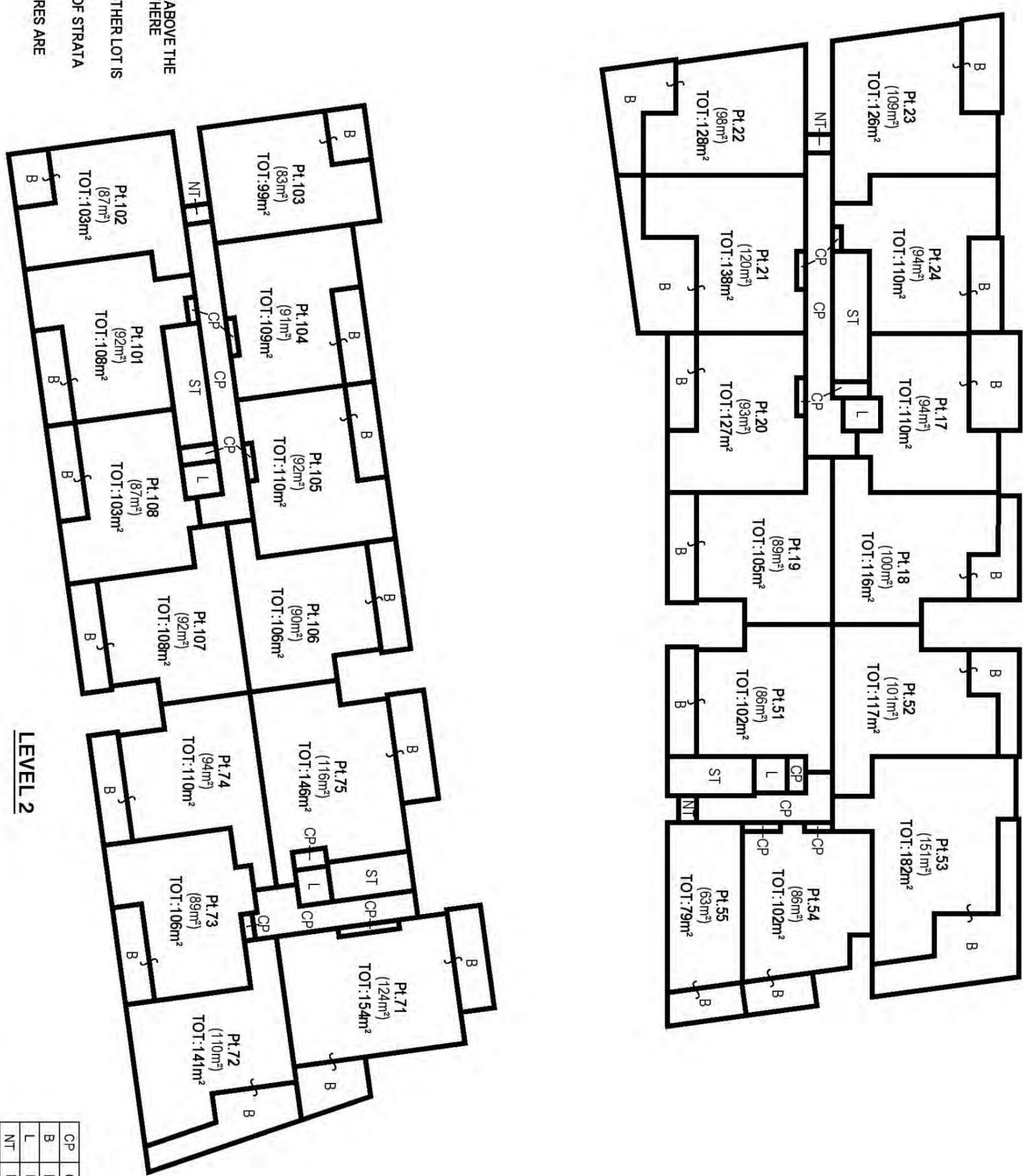


LEVEL 1

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

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

Surveyor: ELIZABETH ANDERSON Date: 19/05/2021 Surveyor's Ref: 8110	<p style="text-align: center;">PLAN OF SUBDIVISION OF LOT 6 IN DP1223464</p> <p>L.G.A. BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:300 Lengths are in metres.</p> <p style="text-align: center;">REGISTERED 23.7.2021</p> <p style="text-align: center; font-size: 2em;">SP101165</p>
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LEVEL 2

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

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

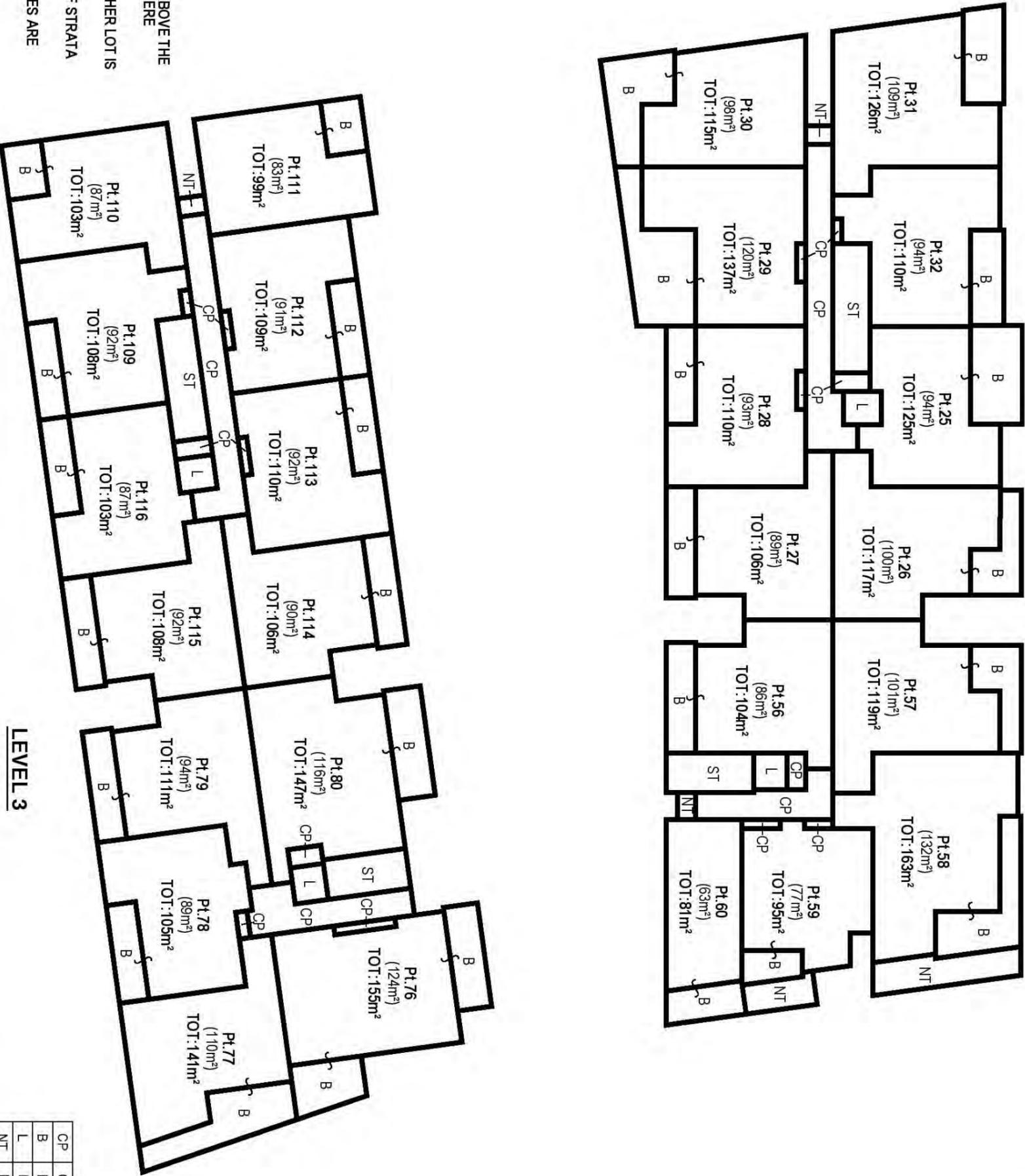
Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464

L G A: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165

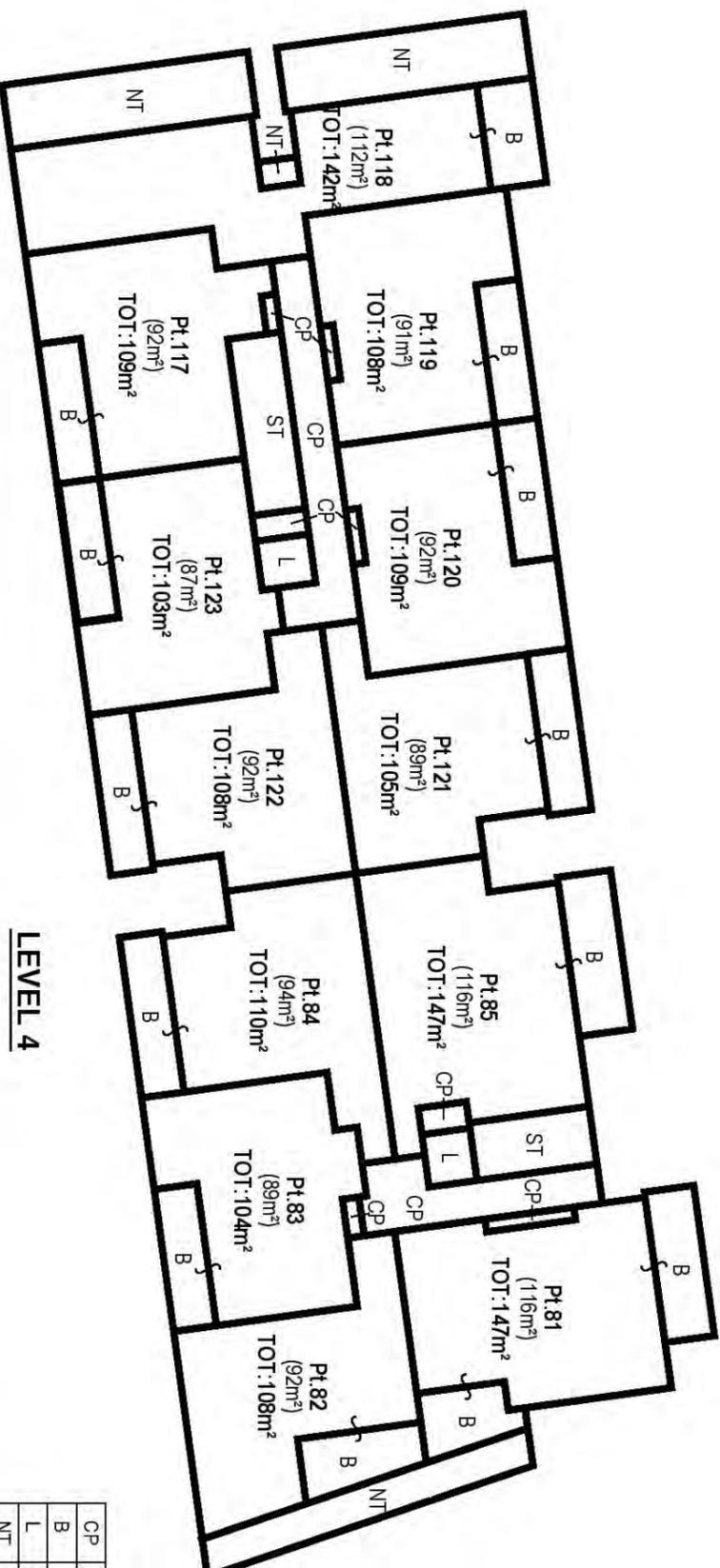
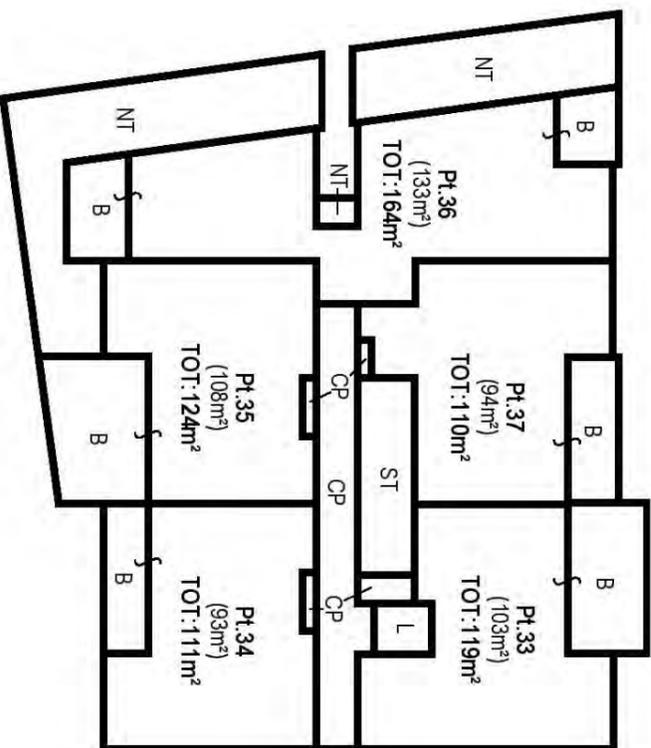


LEVEL 3

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

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

Surveyor: ELIZABETH ANDERSON Date: 19/05/2021 Surveyor's Ref: 8110	PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464	L G A: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 23.7.2021	SP101165
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LEVEL 4

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

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

Surveyor:
 ELIZABETH ANDERSON
 Date: 19/05/2021
 Surveyor's Ref: 8110

PLAN OF SUBDIVISION OF LOT 6 IN DP 1223464

L G A: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 23.7.2021

SP101165

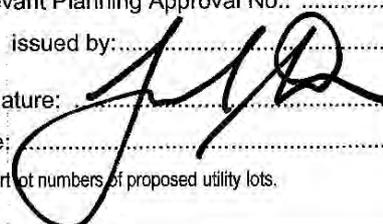
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheets
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  23.7.2021</p>	<h1 style="margin: 0;">SP101165</h1>
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<p>PLAN OF SUBDIVISION OF LOT 6 IN DP1223464</p>	<p>LGA: BLACKTOWN</p> <p>Locality: SCHOFIELDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>
-------------------------------------------------------------	---------------------------------------------------------------------------------------------------

This is a freehold Strata Scheme

<p style="text-align: center;">Address for Service of Documents</p> <p style="text-align: center;">125A JERRALONG DRIVE SCHOFIELDS NSW 2762</p> <p style="font-size: small;">Provide an Australian postal address including a postcode</p>	<p>The by-laws adopted for the scheme are:</p> <p>* Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>)</p> <p>* The strata by-laws lodged with the plan.</p>
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<p style="text-align: center;">Surveyor's Certificate</p> <p>I, ELIZABETH ANDERSON 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.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 19/05/2021</p> <p>Surveyor ID: SU008921</p> <p>Surveyor's Reference: 8110</p> <p style="font-size: x-small;">^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I, <u>GORDON WREN</u> being an Registered Certifier, registration number <u>80C 0447</u>, 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>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(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.</p> <p>*(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>.</p> <p>Certificate Reference: <u>SC3871</u></p> <p>Relevant Planning Approval No.: <u>CDC1627</u> issued by: <u>GORDON WREN</u></p> <p>Signature: </p> <p>Date: <u>22nd July 2021</u></p> <p style="font-size: x-small;">^ Insert lot numbers of proposed utility lots.</p>
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* Strike through if inapplicable

Office Use Only	Office Use Only
Registered:  23.7.2021	SP101165

VALUER'S CERTIFICATE

I, Paul Michael Woodbury of woodburyAU

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.....
 Class of membership: Fellow (FAPI).....
 Membership number: 68091.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 21 July 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: *PM Woodbury* Date *21 July 2021*.....

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	50	26	81
2	79	27	79
3	79	28	80
4	49	29	81
5	79	30	80
6	78	31	85
7	80	32	83
8	67	33	84
9	84	34	81
10	79	35	82
11	78	36	97
12	79	37	84
13	80	38	80
14	79	39	84
15	84	40	84
16	81	41	79
17	82	42	81
18	80	43	96
19	79	44	81
20	82	45	70
21	81	46	79
22	81	47	82
23	84	48	96
24	82	49	81
25	86	50	71

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of ⁷ 8 sheet(s)
Office Use Only Registered:  23.7.2021	<div style="font-size: 2em; font-weight: bold;">SP101165</div>	Office Use Only

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
51	80	88	78
52	83	89	92
53	97	90	96
54	82	91	79
55	69	92	67
56	81	93	79
57	83	94	78
58	98	95	77
59	83	96	78
60	69	97	78
61	64	98	77
62	85	99	78
63	79	100	79
64	77	101	80
65	92	102	79
66	94	103	78
67	83	104	79
68	79	105	79
69	78	106	78
70	93	107	79
71	95	108	80
72	86	109	81
73	80	110	79
74	79	111	79
75	94	112	79
76	96	113	79
77	87	114	78
78	81	115	79
79	79	116	81
80	94	117	82
81	97	118	92
82	85	119	80
83	81	120	80
84	80	121	79
85	95	122	80
86	82	123	82
87	79	Aggregate	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 7 sheets
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<p style="text-align: center;">Office Use Only</p> <p>Registered:  23.7.2021</p>	<p style="font-size: 24pt; font-weight: bold;">SP101165</p>
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF ADDRESSES

No. 14A ISLA STREET, SCHOFIELDS NSW 2762

LOT No	Sub Address						
1	G01	11	103	21	205	31	307
2	G02	12	104	22	206	32	308
3	G03	13	105	23	207	33	401
4	G04	14	106	24	208	34	402
5	G05	15	107	25	301	35	403
6	G06	16	108	26	302	36	404
7	G07	17	201	27	303	37	405
8	G08	18	202	28	304		
9	101	19	203	29	305		
10	102	20	204	30	306		

No. 14B ISLA STREET, SCHOFIELDS NSW 2762

LOT No	Sub Address						
38	LG01	44	G12	50	113	56	309
39	LG02	45	G13	51	209	57	310
40	LG03	46	109	52	210	58	311
41	G09	47	110	53	211	59	312
42	G10	48	111	54	212	60	313
43	G11	49	112	55	213		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 7 sheets
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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF ADDRESSES (CONT.)

No. 125A JERRALONG DRIVE, SCHOFIELDS NSW 2762

LOT No	Sub Address						
61	G14	68	116	75	218	82	407
62	G15	69	117	76	314	83	408
63	G16	70	118	77	315	84	409
64	G17	71	214	78	316	85	410
65	G18	72	215	79	317		
66	114	73	216	80	318		
67	115	74	217	81	406		

No. 125B JERRALONG DRIVE, SCHOFIELDS NSW 2762

LOT No	Sub Address						
86	G19	96	122	106	224	116	326
87	G20	97	123	107	225	117	411
88	G21	98	124	108	226	118	412
89	G22	99	125	109	319	119	413
90	G23	100	126	110	320	120	414
91	G24	101	219	111	321	121	415
92	G25	102	220	112	322	122	416
93	119	103	221	113	323	123	417
94	120	104	222	114	324		
95	121	105	223	115	325		

COMMON PROPERTY = 125A Jerralong Drive, Schofields NSW 2762

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 7 sheets
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Office Use Only Registered:  23.7.2021	Office Use Only SP101165
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- Any information which cannot fit in the appropriate panel of any previous administration sheets
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 2001)

DocuSigned by:

13B44017A5A744F.....
Andrew Hrsto
Sole Director/Secretary

DocuSign Envelope ID: 0C255327-2201-4154-BFB0-0FC1789F186E

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheets
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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee AQ297769
SHINY CITY OPPORTUNITY IV LIMITED

Signed , sealed and delivered by:

Shiny City Opportunity IV Limited
ARBN 638 746 871,

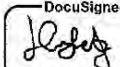
by its attorney HENRY GEORGE
SELF under power of attorney
Book 4779 No 563 in the presence of:

DocuSigned by:

50F08748F5484CA...

Corry Pariselli
Lawyer, Corrs Chambers Westgarth

Level 17, 8-12 Chifley Square Sydney NSW 2000

DocuSigned by:

A9BABC7DF61F40D...

Henry George Self
Partner, Corrs Chambers Westgarth

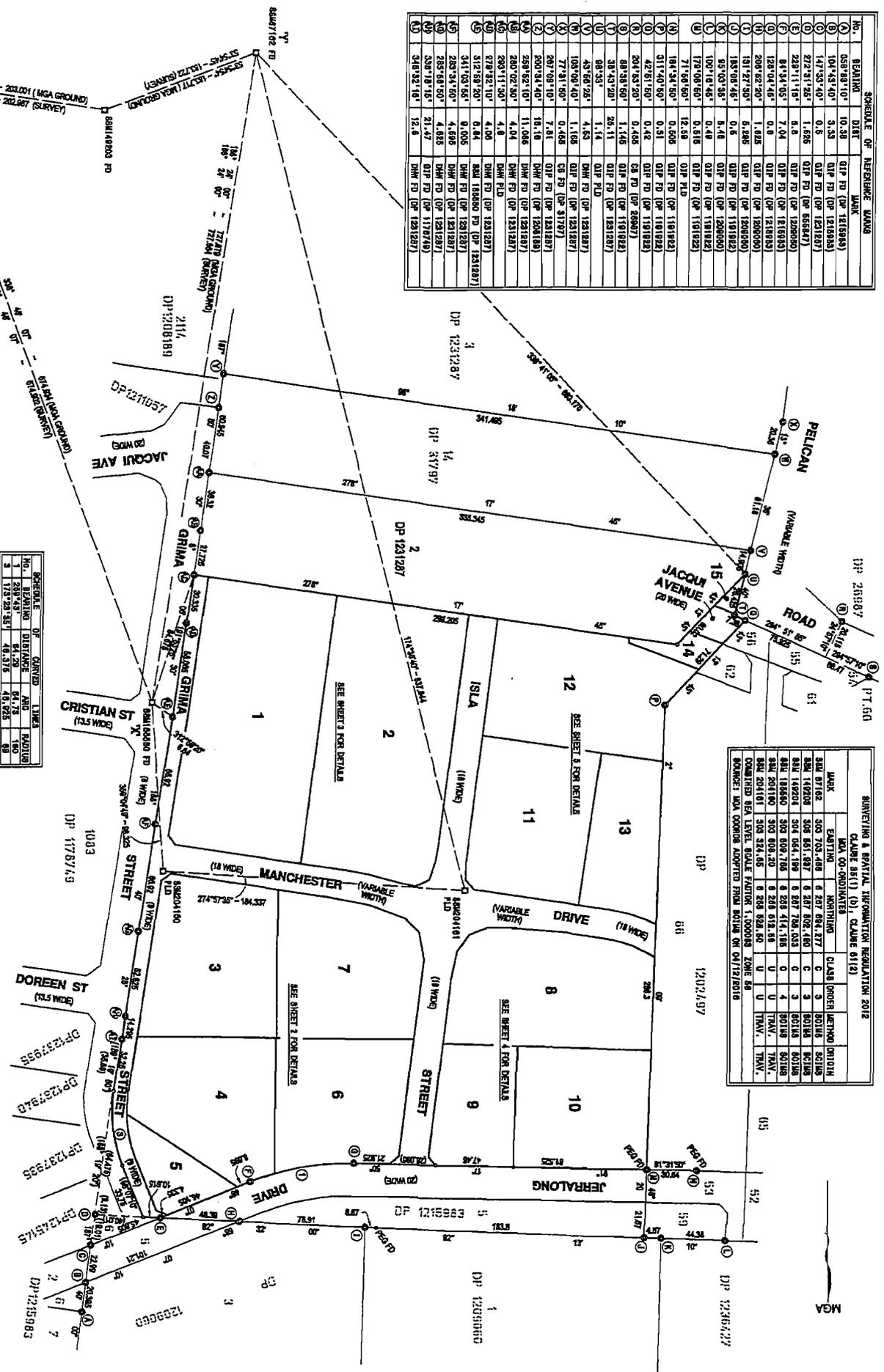
Level 17, 8-12 Chifley Square Sydney NSW 2000

Surveyor's Reference: 8110

No.	BEARING	DIST	MARK
1	058°52'10"	10.38	GIP PD (DP 1216983)
2	104°43'40"	3.53	GIP PD (DP 1216983)
3	147°53'40"	0.5	GIP PD (DP 1231287)
4	272°51'26"	1.656	GIP PD (DP 656841)
5	229°11'18"	5.8	GIP PD (DP 1230800)
6	84°54'05"	7.04	GIP PD (DP 1216983)
7	120°04'46"	0.8	GIP PD (DP 1216983)
8	200°52'20"	1.626	GIP PD (DP 1230800)
9	181°27'30"	5.285	GIP PD (DP 1230800)
10	95°03'36"	5.48	GIP PD (DP 1231287)
11	100°04'46"	0.48	GIP PD (DP 1230800)
12	120°04'46"	0.918	GIP PD (DP 1231287)
13	71°09'50"	12.38	GIP PD (DP 1231287)
14	184°54'50"	0.868	GIP PD (DP 1181923)
15	311°30'50"	0.31	GIP PD (DP 1181923)
16	42°51'50"	0.42	GIP PD (DP 1181923)
17	204°53'20"	0.458	GIP PD (DP 28087)
18	80°58'50"	1.145	GIP PD (DP 1181923)
19	30°43'20"	26.11	GIP PD (DP 1231287)
20	90°53'	1.14	GIP PLD
21	45°56'26"	4.63	DHW PD (DP 1231287)
22	108°09'40"	1.168	GIP PD (DP 1231287)
23	77°51'50"	0.468	GIP PD (DP 1231287)
24	207°09'10"	7.81	GIP PD (DP 1231287)
25	80°54'40"	16.18	DHW PD (DP 1231287)
26	58°52'10"	11.086	DHW PD (DP 1231287)
27	280°52'50"	4.04	DHW PD (DP 1231287)
28	280°11'30"	4.8	DHW PD
29	87°32'10"	4.06	DHW PD (DP 1231287)
30	512°59'20"	6.44	SEU TANK PD (DP 1231287)
31	154°103'56"	8.005	DHW PD (DP 1231287)
32	285°54'50"	4.835	DHW PD (DP 1231287)
33	330°17'18"	21.97	GIP PD (DP 1181923)
34	340°52'10"	12.6	DHW PD (DP 1231287)

SHEETING & SPATIAL INFORMATION REGULATION 2012	
CLAUSE 58(1) (b), CLAUSE 61(8)	
MARK	CLASS ORDER METHOD ORIGIN
505 705.466	6 287 664.877 C 3 5018 5018
505 651.987	6 287 802.480 C 3 5018 5018
505 654.199	6 287 796.033 C 3 5018 5018
505 609.766	6 288 414.185 U 4 5018 5018
505 809.240	6 288 518.18 U 4 5018 5018
505 324.85	6 288 928.50 U 4 5018 5018

CHANGED SEA LEVEL SCALE FACTOR 1.000088 ZONE 58
 CHANGED SEA LEVEL SCALE FACTOR 1.000088 ZONE 58
 CHANGED SEA LEVEL SCALE FACTOR 1.000088 ZONE 58



No.	BEARING	DISTANCE	MARK	PLATITUDE
1	285°54'50"	4.835	41.73	780
2	118°28'38"	48.819	41.73	80

Surveyor: VICTORIA TESTER
 Date of Survey: 21/02/2017
 Surveyor's Plat: 60362

PLAN OF SUBDIVISION OF LOT 2 IN DP 1232236 AND
 EASEMENTS OVER LOT 2 IN DP 1231287

L.G.A.: BLACKTOWN
 Locality: SCHORFELDS
 Subdivision No.: SC-17-00108
 Lengths are in meters, Reduction Ratio 1:1500

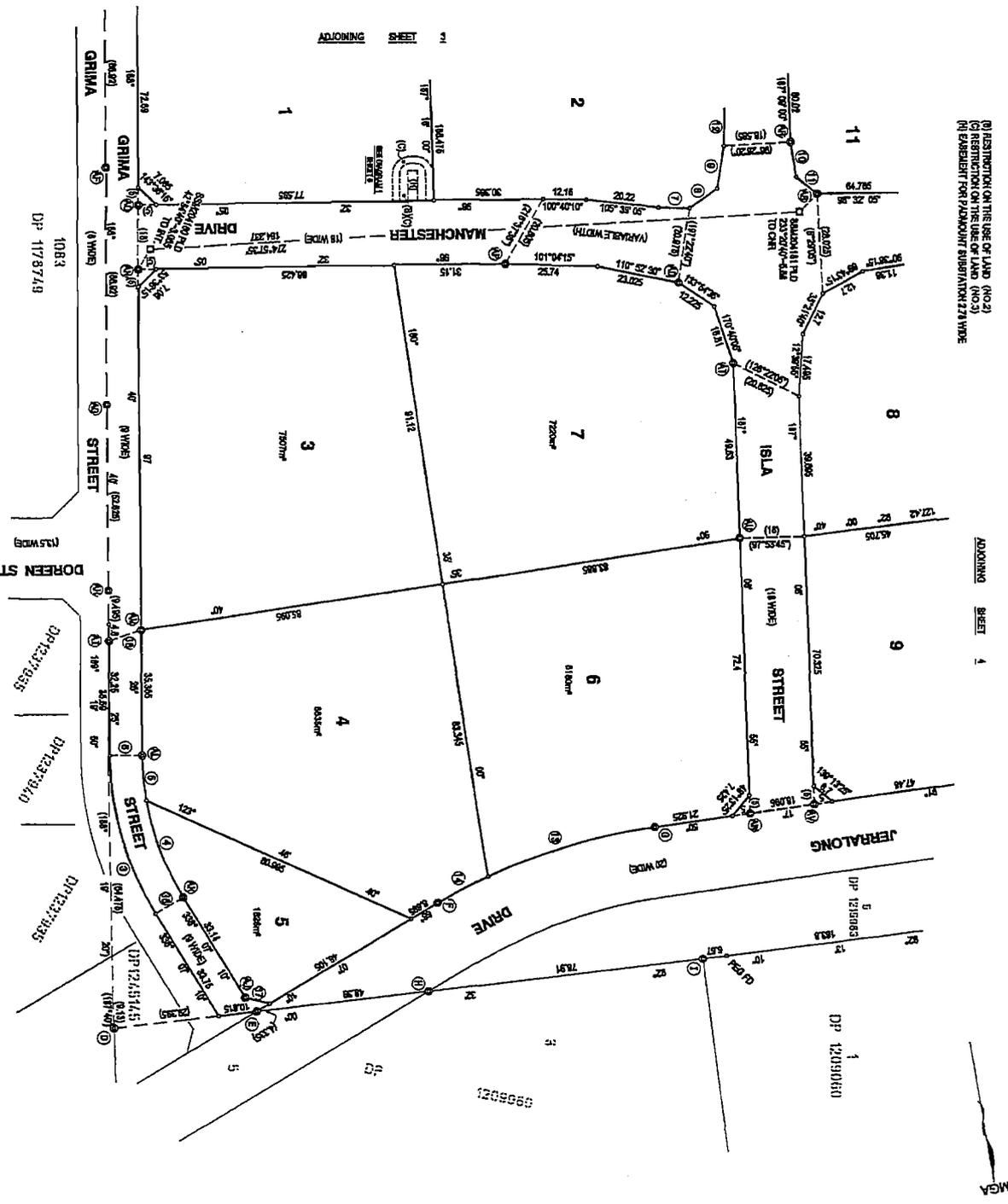


DP1223464

No.	BEARING	DISTANCE	ANGLE	MARK
1	212°31'28"	1.886		DIP PD (DP 1200000)
2	222°11'16"	5.8		DIP PD (DP 1200000)
3	64°34'08"	7.04		DIP PD (DP 1216813)
4	128°04'48"	0.6		DIP PD (DP 1216813)
5	208°52'30"	1.486		DIP PD (DP 1200000)
6	181°27'30"	5.285		DIP PD (DP 1200000)
7	283°34'04"	4.886		DIP PD (DP 1231827)
8	308°56'50"	4.826		DIP PD (DP 1231827)
9	339°18'18"	81.47		DIP PD (DP 1231827)
10	340°32'18"	12.6		DIP PD (DP 1231827)
11	237°56'04"	8.168		DIP PD
12	338°42'50"	6.32		DIP PD
13	342°00'10"	7.488		DIP PD
14	347°09'1"	10.722		DIP PD
15	247°48'1"	8.016		DIP PD
16	531°53'20"	11.722		SSM 201160 P/LD
17	42°54'30"	3.085		DIP PD
18	228°24'50"	4.195		DIP PD
19	08°35'28"	6.305		DIP PD
20	331°28'0"	6.317		DIP PD
21	182°46'52"	6.810		DIP PD
22	308°17'10"	7.8		DIP PD
23	312°52'	14.53		DIP PD
24	10°55'40"	10.816		DIP PD
25	347°13'35"	18.49		DIP PD
26	228°37'10"	6.3		DIP PD
27	283°24'15"	16.886		SSM 201161 P/LD
28	283°24'15"	6.67		DIP PD
29	123°17'	16.46		DIP PD
30	144°50'40"	23.81		DIP PD
31	100°30'30"	3.41		DIP PD
32	97°45'18"	15.12		DIP PD
33	177°48'30"	21.0		DIP PD
34	160°5'48"	24.045		DIP PD
35	338°29'15"	6.31		DIP PD
36	305°29'	17.28		DIP PD
37	30°11'23"	6.89		DIP PD
38	10°58'20"	20.41		DIP PD

No.	BEARING	DISTANCE	ANGLE	MARK
1	98°40'28"	8		
2	100°59'56"	8.765		
3	243°44'56"	8.416		
4	108°18'20"	12.166		
5	108°18'20"	7.886		
6	150°57'28"	7.886		
7	180°23'56"	16.315		
8	235°01'30"	20.82		
9	283°07'10"	7.07		
10	28°35'08"	8.1028		

SCHEDULE	OF	CANALS	LINES	BOUND
1	178°32'38"	18.376	48.916	88
2	178°32'38"	29.245	29.416	78
3	62°54'30"	4.46	16.71	180
4	62°54'30"	16.896	16.896	180
5	70°59'09"	16.896	16.896	180



Surveyor: VICTORIA TESTER
 Date of Survey: 21/02/2017
 Surveyor's Ref: 68312

PLAN OF SUBDIVISION OF LOT 2 IN DP 1222265 AND EASEMENTS OVER LOT 2 IN DP 1231827

L.G.A. BLACKTOWN
 Locality: SCHORFELDS
 Subdivision No: SC-17/200189
 Lengths are in metres. Reduction Ratio: 1:300

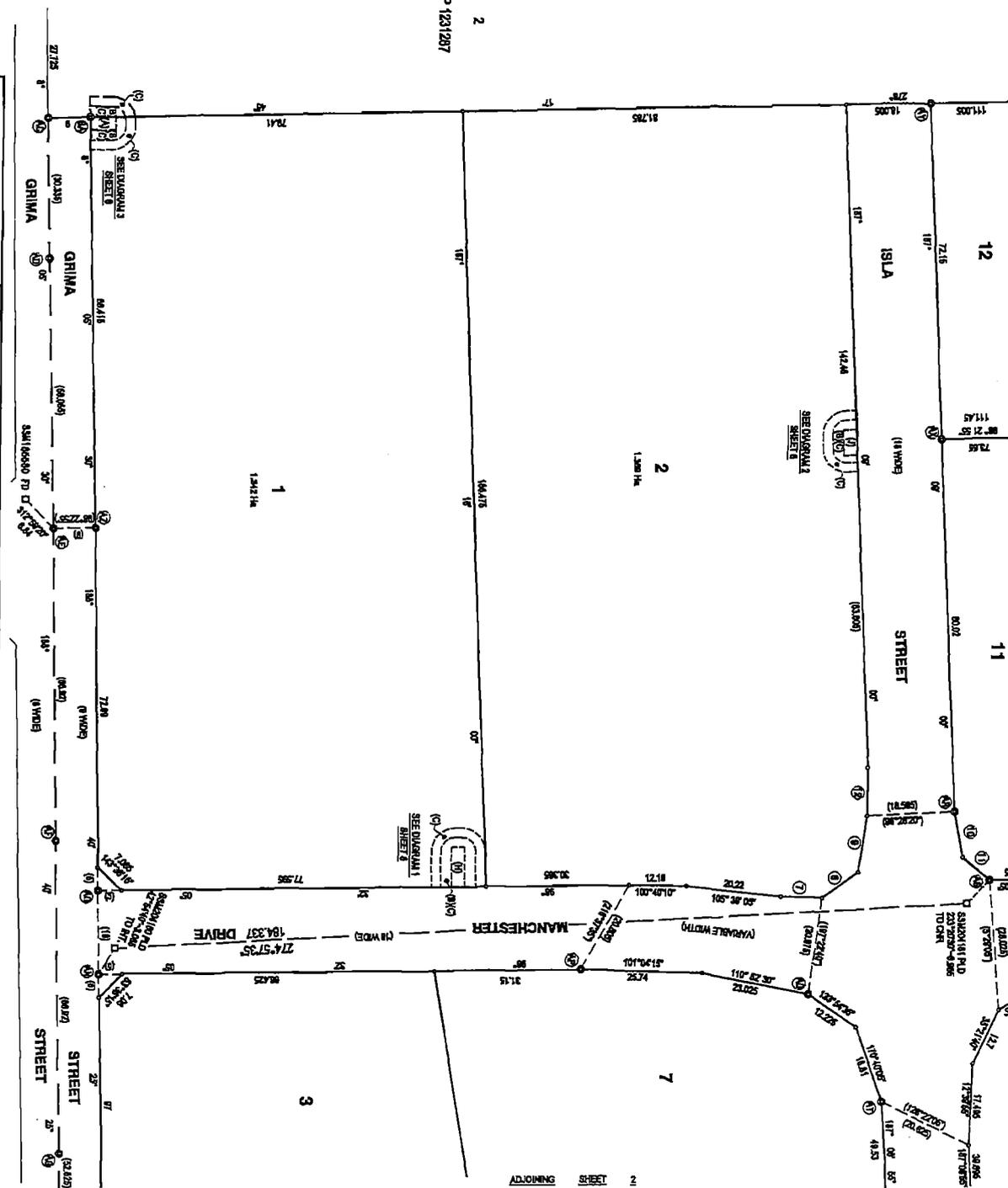
England
 11.02.2019

DP1223464

(M) ELEMENT FOR PAVEMENT SUBSTANTION 2.15 WIDE
 (N) PAVEMENT ON THE LEFT OF ROAD (M) 2.15
 (O) PAVEMENT ON THE RIGHT OF ROAD (M) 2.15 WIDE
 (P) ELEMENT FOR PAVEMENT SUBSTANTION 2.15 WIDE
 (Q) ELEMENT FOR PAVEMENT SUBSTANTION 2.15 WIDE

No.	BEARING	DIST	REFERENCE	MARK
1	283°11'00"	4.6	DHW P/D	
2	279°52'10"	4.0	DHW P/D (CP 1231287)	
3	312°58'20"	8.94	DHW P/D (CP 1231287)	
4	341°03'55"	8.006	DHW P/D (CP 1231287)	
5	283°34'50"	4.858	DHW P/D (CP 1231287)	
6	285°58'40"	4.633	DHW P/D (CP 1231287)	
7	47°34'30"	3.085	DHW P/D (CP 1231287)	
8	229°24'20"	4.925	DHW P/D (CP 1231287)	
9	69°38'23"	4.305	DHW P/D	
10	331°20'	8.37	DHW P/D	
11	132°38'53"	8.318	DHW P/D	
12	303°17'10"	7.8	DHW P/D	
13	10°58'20"	14.38	DHW P/D	
14	312°52'	10.615	DHW P/D	
15	347°13'35"	18.88	DHW P/D	
16	233°37'10"	8.3	DHW P/D	
17	230°22'18"	10.585	DHW P/D	
18	233°43'20"	5.07	DHW P/D	
19	123°17'	18.48	DHW P/D	
20	148°46'40"	23.61	DHW P/D	
21	100°58'50"	3.41	DHW P/D	
22	87°46'16"	15.18	DHW P/D	
23	250°14'08"	8.72	DHW P/D	
24	248°37'10"	14.02	DHW P/D	
25	233°38'38"	4.628	DHW P/D	
26	205°58'48"	14.78	DHW P/D	
27	205°22'48"	8.728	DHW P/D	
28	338°43'20"	8.03	DHW P/D	
29	238°17'20"	3.82	DHW P/D	
30	239°50'48"	14.425	DHW P/D	

No.	BEARING	DISTANCE
1	100°58'50"	8.705
2	243°48'55"	9.48
3	180°18'20"	12.108
4	172°05'40"	9.685
5	172°05'40"	9.685
6	100°58'50"	10.318



Surveyor: VICTORIA TESTER
 Date of Survey: 21/02/2017
 Surveyor's Ref: 6888-2

PLAN OF SUBDIVISION OF LOT 2 IN DP 1231285 AND EASEMENTS OVER LOT 2 IN DP 1231287

L.G.A.: BLACKTOWN
 Locality: SCHORFELDS
 Subdivision No.: SD-17-00188
 Lengths are in meters, Reduction Ratio: 1:500

Registered 11/02/2019

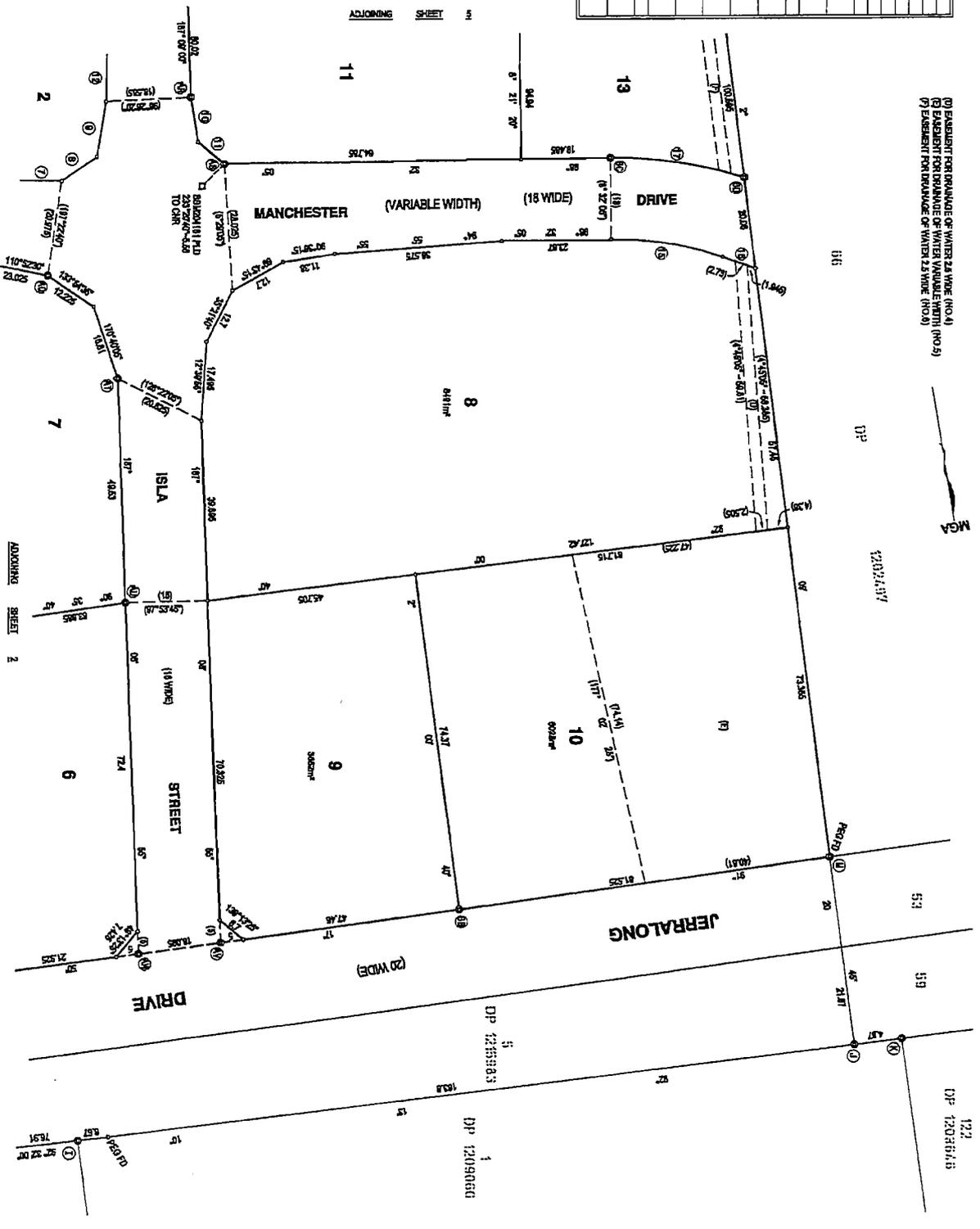
DP1223464



No.	BEARING	DIST	REFERENCE	MARK
(1)	181°27'30"	4.285	QIP PD (DP 1209060)	
(2)	183°08'45"	0.5	QIP PD (DP 1181922)	
(3)	86°08'35"	6.48	QIP PD (DP 1200040)	
(4)	179°08'50"	0.515	QIP PD (DP 1181922)	
(5)	71°58'50"	12.88	QIP PUD	
(6)	812°52'	10.616	DHW'S PUD	
(7)	847°19'35"	18.88	DHW'S PUD	
(8)	280°22'16"	18.885	DHW'S PUD	
(9)	283°23'20"	5.87	RAW POINT PUD	
(10)	183°17'	16.46	DHW'S PUD	
(11)	148°16'40"	23.85	DHW'S PUD	
(12)	100°38'50"	3.41	DHW'S PUD	
(13)	97°48'16"	19.12	DHW'S PUD	
(14)	177°58'50"	21.01	DHW'S PUD	
(15)	100°01'46"	24.008	DHW'S PUD	
(16)	385°28'55"	0.51	DHW'S PUD	
(17)	305°08'	17.88	DHW'S PUD	
(18)	30°11'29"	6.89	DHW'S PUD	
(19)	18°58'20"	20.41	DHW'S PUD	
(20)	60°16'30"	16.165	QIP PUD	
(21)	173°25'55"	3.78	DHW'S PUD	
(22)	187°33'45"	14.76	DHW'S PUD	
(23)	282°20'16"	4.08	DHW'S PUD	
(24)	188°50'35"	15.08	DHW'S PUD	

NO.	BEARING	DIST	MARK
15	288°32'16"	24.88	24.78
17	288°03'25"	24.8	24.78

NO.	BEARING	DISTANCE
7	100°56'55"	8.786
8	249°48'05"	0.46
9	188°18'07"	12.186
10	180°00'00"	7.48
11	180°18'48"	7.48
12	180°29'55"	10.515
16	118°32'26"	7.886



Surveyor: VICTORIA TESTER
 Date of Survey: 2/10/2017
 Surveyor's Plat: 88392

PLAN OF SUBDIVISION OF LOT 2 IN DP 1222958 AND
 EASEMENTS OVER LOT 2 IN DP 1231827

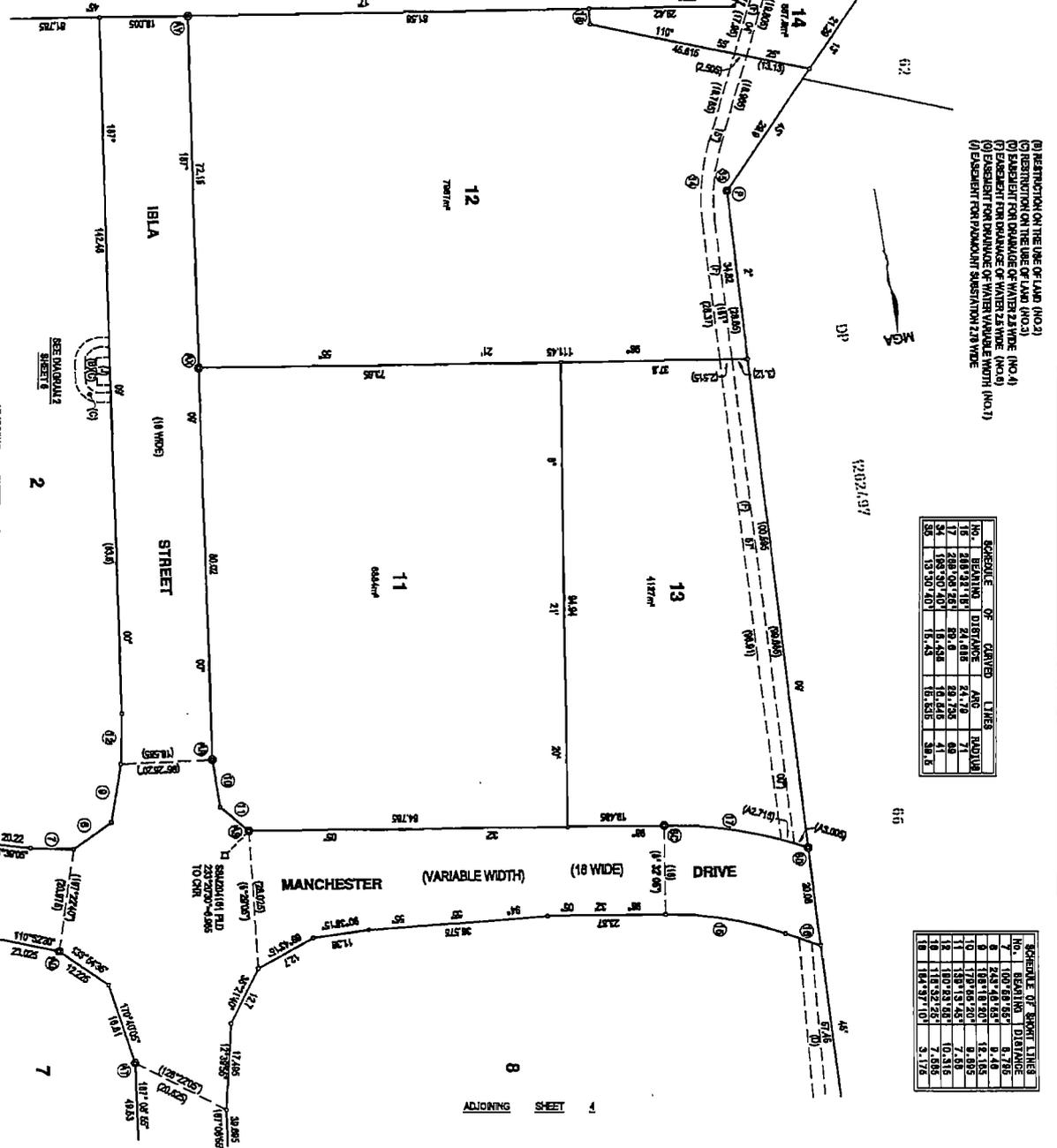
L.G.A.: BLACKTOWN
 Locality: SCHORFELDS
 Subdivision No.: SC-17-00168
 Lengths are in meters. Reduction Ratio: 1:500

Registered: 11/02/2019

DP1223464

10 20 30 40 50 60 70 80 90 100 110 120 130 140

No.	BEARING	DIST	SCHEDULE OF REFERENCE MARK
1	311°40'50"	0.61	QIP FD (OP 1181822)
2	42°56'16"	0.48	QIP FD (OP 1181822)
3	31°43'20"	28.11	QIP FD (OP 1231247)
4	89°53'	1.14	QIP P.D.
5	43°00'28"	4.63	DHW * P.D.
6	312°51'40"	10.815	DHW * P.D.
7	347°12'40"	18.83	DHW * P.D.
8	223°32'10"	6.506	DHW * P.D.
9	580°22'33"	18.868	DHW * P.D.
10	231°20'30"	8.195	SM 204161 P.D.
11	123°20'10"	15.435	DHW * P.D.
12	148°57'10"	23.816	DHW * P.D.
13	109°44'50"	3.41	DHW * P.D.
14	87°44'18"	16.11	DHW * P.D.
15	250°19'35"	3.735	DHW * P.D.
16	289°54'	14.81	DHW * P.D.
17	233°37'08"	4.85	DHW * P.D.
18	288°09'18"	14.77	DHW * P.D.
19	173°55'55"	8.76	DHW * P.D.
20	187°33'45"	14.76	DHW * P.D.
21	232°00'18"	4.08	DHW * P.D.
22	185°50'38"	15.09	DHW * P.D.
23	341°03'28"	1.81	QIP P.D.



(1) RESTRICTION ON THE USE OF LAND (NO.2)
 (2) RESTRICTION ON THE USE OF LAND (NO.2)
 (3) EASEMENT FOR DRAINAGE OF WATER 2.25 WIDE (NO.4)
 (4) EASEMENT FOR DRAINAGE OF WATER 2.25 WIDE (NO.4)
 (5) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (NO.1)
 (6) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (NO.1)

No.	BEARING	DISTANCE	ANG	RADIUS
1	109°44'50"	23.816	271.72	41
2	109°44'50"	23.816	271.72	41
3	109°44'50"	23.816	271.72	41
4	109°44'50"	23.816	271.72	41
5	109°44'50"	23.816	271.72	41
6	109°44'50"	23.816	271.72	41
7	109°44'50"	23.816	271.72	41
8	109°44'50"	23.816	271.72	41
9	109°44'50"	23.816	271.72	41
10	109°44'50"	23.816	271.72	41
11	109°44'50"	23.816	271.72	41
12	109°44'50"	23.816	271.72	41
13	109°44'50"	23.816	271.72	41
14	109°44'50"	23.816	271.72	41
15	109°44'50"	23.816	271.72	41
16	109°44'50"	23.816	271.72	41
17	109°44'50"	23.816	271.72	41
18	109°44'50"	23.816	271.72	41
19	109°44'50"	23.816	271.72	41
20	109°44'50"	23.816	271.72	41
21	109°44'50"	23.816	271.72	41
22	109°44'50"	23.816	271.72	41
23	109°44'50"	23.816	271.72	41
24	109°44'50"	23.816	271.72	41
25	109°44'50"	23.816	271.72	41
26	109°44'50"	23.816	271.72	41
27	109°44'50"	23.816	271.72	41
28	109°44'50"	23.816	271.72	41
29	109°44'50"	23.816	271.72	41
30	109°44'50"	23.816	271.72	41
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61	109°44'50"	23.816	271.72	41
62	109°44'50"	23.816	271.72	41
63	109°44'50"	23.816	271.72	41
64	109°44'50"	23.816	271.72	41
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66	109°44'50"	23.816	271.72	41
67	109°44'50"	23.816	271.72	41
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79	109°44'50"	23.816	271.72	41
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83	109°44'50"	23.816	271.72	41
84	109°44'50"	23.816	271.72	41
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94	109°44'50"	23.816	271.72	41
95	109°44'50"	23.816	271.72	41
96	109°44'50"	23.816	271.72	41
97	109°44'50"	23.816	271.72	41
98	109°44'50"	23.816	271.72	41
99	109°44'50"	23.816	271.72	41
100	109°44'50"	23.816	271.72	41

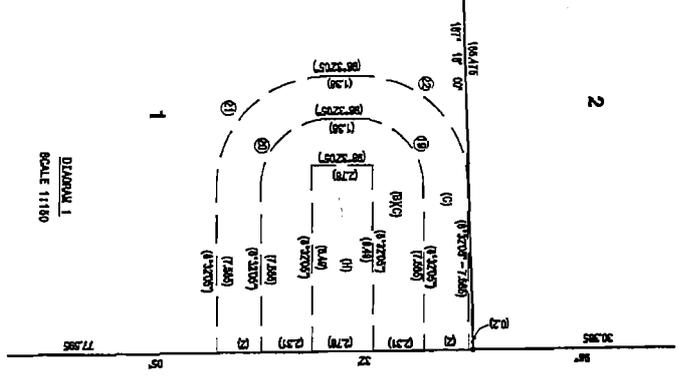
Surveyor: VICTORIA TESTER
 Date of Survey: 21/02/2016
 Surveyor's Plat: 0833-2

PLAN OF SUBDIVISION OF LOT 2 IN DP 1223464 AND EASEMENTS OVER LOT 2 IN DP 1223464

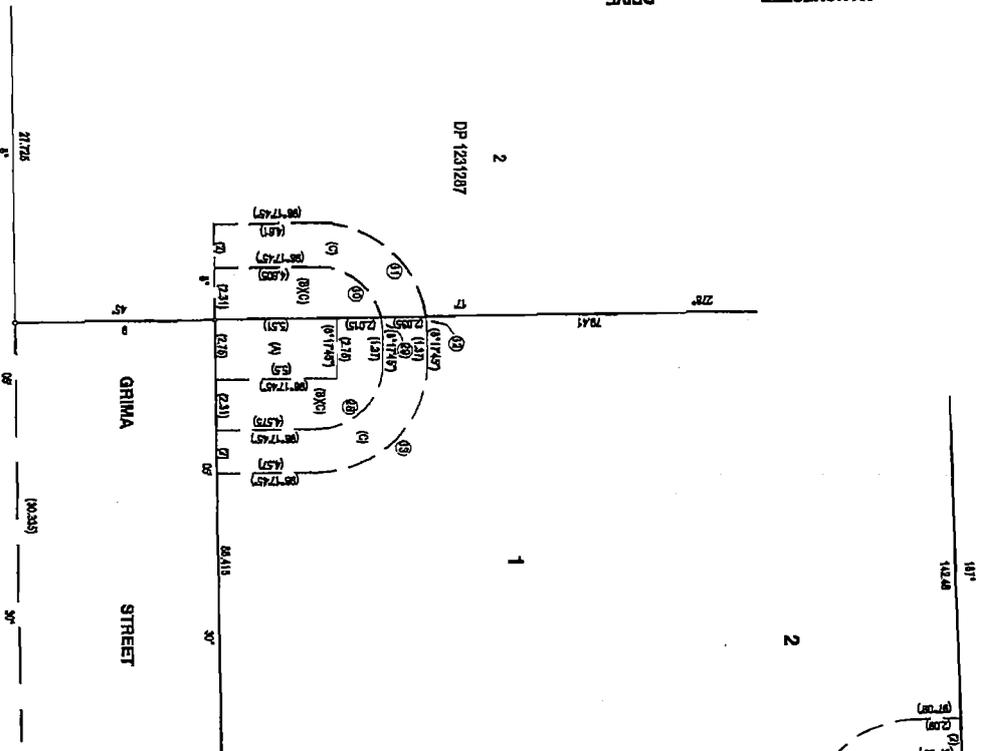
L.G.A. BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No.: SC-17-00189
 Lengths and markers, Radiation Ratio: 1:500

Required
 11/02/2019

DP1223464



MANCHESTER DRIVE



ISLA STREET

STREET

NO.	BEARING	DISTANCE	AREA	SHAPE
10	145° 32' 05"	4.245	4.71	8
11	63° 52' 05"	4.245	4.71	8
12	288° 52' 05"	7.07	7.885	8
13	292° 52' 05"	4.245	4.71	8
14	125° 08'	7.07	7.885	8
15	322° 08'	7.07	7.885	8
16	88° 08'	7.07	7.885	8
17	253° 17' 18"	4.245	4.71	8
18	181° 58' 59"	0.492	0.495	8
19	181° 58' 59"	3.125	7.018	8
20	4° 10' 45"	0.492	0.495	8
21	53° 17' 18"	7.07	7.885	8

MGA

- (A) EASEMENT FOR PAVEMENT RESERVATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND (NO.2)
- (C) RESTRICTION ON THE USE OF LAND (NO.3)
- (D) EASEMENT FOR PAVEMENT RESERVATION 2.75 WIDE
- (E) EASEMENT FOR PAVEMENT RESERVATION 2.75 WIDE

Surveyor: VICTORIA TESTER
 Date of Survey: 21/02/2016
 Surveyor Ref: 06382

PLAN OF SUBDIVISION OF LOT 2 IN DP 1223285 AND EASEMENTS OVER LOT 2 IN DP 1223287

L.G.A.: BLACKTOWN
 Locality: SCHORFELDS
 Subdivision No.: SC-17-201108
 Lengths and in meters, Precision Rate: 1:100

Registered
 11/02/2019

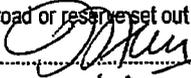
DP1223464

10 20 30 40 50 60 70 80 90 100 110 120 130 140

PLAN FORM 6 (2013)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheets
<p>Registered:  11.02.2019 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<h1 style="margin: 0;">DP1223464</h1>	
<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 1232295 AND EASEMENTS OVER LOT 2 IN DP 1231287</p>	<p>LGA: BLACKTOWN</p> <p>Locality: SCHOFIELDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 21/02/2017</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 19/06/2017</p> <p>Surveyor ID: 8514</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>JUDITH PORTELLI</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>BLACKTOWN CITY COUNCIL</u></p> <p>Date of endorsement: <u>24-12-18</u></p> <p>Subdivision Certificate number: <u>SC-17-00169</u></p> <p>File number: <u>DA-14-00912</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF GRIMA STREET TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO DEDICATE JACQUI AVENUE, MANCHESTER DRIVE AND ISLA STREET TO THE PUBLIC AS PUBLIC ROAD</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1231287</p> <p>DP 123 2295</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 6838-2</p>	

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

Office Use Only
Registered:  11.02.2019

Office Use Only
DP1223464

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1232295 AND EASEMENTS OVER
LOT 2 IN DP 1231287

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

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

Subdivision Certificate number: 20-17-00169
Date of Endorsement: 24.12.18

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED,

TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. ~~TEMPORARY~~ EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (D)
5. ~~TEMPORARY~~ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E)
6. ~~TEMPORARY~~ EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (F)
7. ~~TEMPORARY~~ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (G)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON THE USE OF LAND
13. POSITIVE COVENANT
14. RESTRICITON ON THE USE OF LAND
15. EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE (H)
16. EASEMENT FOR PADMOUNT SUBSTATION 2.78 WIDE (J)

TO RELEASE:

1. RIGHT OF CARRIAGEWAY, ⁸7 WIDE & VARIABLE (DP1232295)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6838-2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

Registered:  11.02.2019

Office Use Only

Office Use Only

DP1223464

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1231287 AND EASEMENTS OVER
 LOT 2 IN DP 1231287

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

Subdivision Certificate number: SC-17-00169

Date of Endorsement: 24.12.18

STREET ADDRESSES FOR ALL LOTS ARE UNKNOWN

EXECUTED by)
 Omaxe Properties Pty Limited)
 ACN 165 558 467)
 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: 6838-2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

Registered:  11.02.2019

Office Use Only

Office Use Only

DP1223464

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1231287 AND EASEMENTS OVER
LOT 2 IN DP 1231287

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

Subdivision Certificate number: SC 17 90169

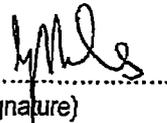
Date of Endorsement: 24-12-18

Consent of Mortgagee

EXECUTED by
Leda Finance Pty Limited
ACN 001 884 064
in accordance with s127 of
the Corporations Act 2001

) 
(Signature)

) ROBERT ELL
(Print Name)
Director

) 
(Signature)

) GREG MILES
(Print Name)
Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6838-2

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 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
 Easement over Lot 2 in DP1231287 covered by
 Subdivision Certificate No. ~~00169~~ of 2017

Full name and address of the
 owner of the land:

Omaxe Properties 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 2.75 Wide (A)	1	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	Part Lot 1, Part Lot 2 & Part 2/1231287 designated (B)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (C)	Part Lot 1, Part Lot 2 & Part 2/1231287 designated (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Temporary Easement for Drainage of Water 2.5 Wide (D)	8	Blacktown City Council
5	Temporary Easement for Drainage of Water Variable Width (E)	10	Blacktown City Council
6	Temporary Easement for Drainage of Water 2.5 Wide (F)	12 13 14 2/1231287	Blacktown City Council
7	Temporary Easement for Drainage of Water Variable Width (G)	2/1231287	Blacktown City Council
8	Restriction on the Use of Land	1-15 inclusive	Blacktown City Council
9	Restriction on the Use of Land	1-15 inclusive	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 2 of 19 sheets)

Plan:

Plan of Subdivision of Lot 2 in DP1232295 and
 Easement over Lot 2 in DP1231287 covered by
 Subdivision Certificate No. ~~DP1231287~~.....

DP1223464

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
10	Restriction on the Use of Land	15	Blacktown City Council
11	Positive Covenant	10 & 2/1231287	Blacktown City Council
12	Restriction on the Use of Land	10 & 2/1231287	Blacktown City Council
13	Positive Covenant	1-15 inclusive	Blacktown City Council
14	Restriction on the Use of Land	1-15 inclusive	Blacktown City Council
15	Easement for Padmount Substation 2.76 Wide (H)	1	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
16	Easement for Padmount Substation 2.78 Wide (J)	2	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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 8 Wide & Variable (DP 1232295)	2/1232295	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 3 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~00169 of 2017~~.....

PART 2

1. Terms of Easement numbered 1 in the plan

The terms set out in memorandum No. AK104621 registered at Land and Property Information NSW, are incorporated in this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 1 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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.

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 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~SC-17-00169~~.....

PART 2

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.

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**.

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 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~10169~~ of 2011.....

PART 2

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 land 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.

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

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

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

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

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 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. 00169 of 2017.....

PART 2

4. Terms of Temporary Easement numbered 4 in the plan

- 4.1 The owner of the lot benefited may:
- 4.1.1 drain water from any natural source through each lot burdened, but only within the site of this easement, and
 - 4.1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened, and
 - b) taking anything on to the lot burdened, and
 - c) using any existing line of pipes, and
 - d) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels ditches and equipment.
- 4.2 The temporary drainage easement is only required until future drainage structures are completed which negate the necessity of this drainage easement.

Name of Authority having the power to release, vary or modify the terms of temporary easement numbered 4 in the plan is **Blacktown City Council**

5. Terms of Temporary Easement numbered 5 in the plan

- 5.1 The owner of the lot benefited may:
- 5.1.1 drain water from any natural source through each lot burdened, but only within the site of this easement, and
 - 5.1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened, and
 - b) taking anything on to the lot burdened, and
 - c) using any existing line of pipes, and
 - d) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels ditches and equipment.
- 5.2 The temporary drainage easement is only required until future drainage structures are completed which negate the necessity of this drainage easement.

Name of Authority having the power to release, vary or modify the terms of temporary 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 7 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. 0014 of 2017

PART 2

6. Terms of Temporary Easement numbered 6 in the plan

- 6.1 The owner of the lot benefited may:
- 6.1.1 drain water from any natural source through each lot burdened, but only within the site of this easement, and
 - 6.1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened, and
 - b) taking anything on to the lot burdened, and
 - c) using any existing line of pipes, and
 - d) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels ditches and equipment.
- 6.2 The temporary drainage easement is only required until future drainage structures are completed which negate the necessity of this drainage easement.

Name of Authority having the power to release, vary or modify the terms of temporary easement numbered 6 in the plan is **Blacktown City Council**

7. Terms of Temporary Easement numbered 7 in the plan

- 7.1 The owner of the lot benefited may:
- 7.1.1 drain water from any natural source through each lot burdened, but only within the site of this easement, and
 - 7.1.2 do anything reasonably necessary for that purpose, including:
 - a) entering the lot burdened, and
 - b) taking anything on to the lot burdened, and
 - c) using any existing line of pipes, and
 - d) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels ditches and equipment.
- 7.2 The temporary drainage easement is only required until future drainage structures are completed which negate the necessity of this drainage easement.

Name of Authority having the power to release, vary or modify the terms of temporary easement 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 8 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~DP1231287~~.....

PART 2

8. Terms of Restriction on the Use of Land numbered 8 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 5 in the plan is **Blacktown City Council**

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

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 6 in the plan is **Blacktown City Council**

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

No further development of the lot burdened is to take place unless in conjunction with Lot 2 in DP1231287 at No. 54 Pelican Road, Schofields.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 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 9 of 19 sheets)

Plan: Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
DP1223464 Subdivision Certificate No. 0014 of 2017

PART 2

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

- 11.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site stormwater detention 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 "On-Site Detention Maintenance Schedule", a copy of which is attached, and also held on Council File: CC-15-01543. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant
 - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
 - e. Notify Council after each programmed maintenance inspection.
- 11.2 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 11.1(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 11.2(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.

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 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. 0018A of 2017

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.

- 11.3 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 works constructed on the land, 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-15-01543.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 11 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 11 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. **0014 of 2017**.....

PART 2

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

- 12.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the temporary 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.
- 12.2 This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "the system" means the temporary on-site stormwater detention system constructed on the, 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-15-01543.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 12 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 12 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. **00169 of 2017**

PART 2

13. Terms of Positive Covenant on the Use of Land numbered 13 in the plan

- 13.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed on the burdened lot(s) that they will:
- a. Keep the system clean and free from silt, rubbish and debris.
 - b. Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or "Maintenance Schedule", and also held on Council File: CC-15-01543. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d. Provide to the Prescribed Authority 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 removed was disposed of in an approved manner.
 - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly
- 13.2 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 13.1(e) above.

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 13 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~00141 of 1017~~.....

PART 2

(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 13.2(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.

13.3 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 (Stormwater 360 Stormfilter, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land, 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-15-01543.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 13 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 14 of 19 sheets)

Plan:

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. 00169 of 2011.....

DP1223464

PART 2

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

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

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

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

For the purposes of this restriction, "the device" means the (Stormwater 360 Stormfiller, Envirpods & Rainwater Tanks) Stormwater Quality Improvement Device constructed and/or installed on the land, 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-15-01543.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 14 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 15 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ... *00169 of 2017*

PART 2

15. Terms of Easement numbered 15 in the plan

The terms set out in memorandum No. AK104621 registered at Land and Property Information NSW, are incorporated in this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 15 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

16. Terms of Easement numbered 16 in the plan

The terms set out in memorandum No. AK104621 registered at Land and Property Information NSW, are incorporated in this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 17 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

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 19 sheets)

Plan:

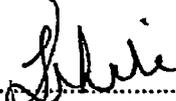
DP1223464

Plan of Subdivision of Lot 2 in DP1232295 and Easement over Lot 2 in DP1231287 covered by Subdivision Certificate No. **00169 of 2017**.....

PART 2

Blacktown City Council by its authorised delegate 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 Delegate

.....
Signature of Witness

JUDITH PORTELLI

KATHERINE UHILA

.....
Name of Delegate

.....
Name of Witness

MANAGER DEVELOPMENT

C/- Blacktown City Council

62 Flushcombe Road

.....
Position of Delegate **SERVICES**

.....
Address of Witness
BLACKTOWN NSW 2148

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 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 1 in DP1231287 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. ~~2016~~ **2017**.....

PART 2

EXECUTED by)
Omaxe Properties Pty Limited)
ACN 165 558 467)
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 18 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 1 in DP1231287 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No.00169 of 2017.....

Consent of Mortgagee

EXECUTED by
Leda Finance Pty Limited
ACN 001 884 064
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)


.....
(Signature)

ROBERT ELL
.....
(Print Name)
Director


.....
(Signature)

GREG MILES
.....
(Print Name)
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 19 of 19 sheets)

Plan:

DP1223464

Plan of Subdivision of Lot 1 in DP1231287 and
Easement over Lot 2 in DP1231287 covered by
Subdivision Certificate No. 0069 of 2017

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:

LOREN VINCENT
.....

Name and position of attorney:

Helen Smith
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:

Book 4727 No. 524

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

Endeavour Energy reference:

URS 16623
.....

Date of Signature:

21 November 2017
.....

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

REGISTERED



11.02.2019

(C) EASEMENT FOR OVERHEAD CRANE 6 WIDE
 WHOLE OF LOT EASEMENTS
 EASEMENT FOR OVERHEAD CRANE SWING
 EASEMENT FOR OVERHEAD CRANE SWING

No.	BEARING	DISTANCE	ARC	RADIUS
1	183° 05' 45"	29.245	29° 41' 5"	78
2	183° 05' 45"	29.245	29° 41' 5"	78
3	70° 59' 05"	15.955	15° 58'	160
4	82° 34' 30"	46.58	48° 7'	160



Surveyor:
 KATE ELISE WILCOX
 Date: 07/09/2020
 Surveyor's Ref: 7395-C

PLAN OF CONSOLIDATION OF LOTS 4 & 5 IN DP 1223464
 & EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464

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

REGISTERED
 28/10/2020

DP1256233

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  28/10/2020

DP1256233

Title System: TORRENS

PLAN OF

CONSOLIDATION OF LOTS 4 & 5 IN DP 1223464 &
 EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464

LGA: BLACKTOWN

Locality: SCHOFIELDS

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, KATE ELISE WILCOX
 of SDG LAND DEVELOPMENT SOLUTIONS
 P.O. Box 2572, NORTH PARRAMATTA 1750

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on, or~~

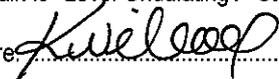
~~*(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: N/A

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep Mountainous.

Signature:  Dated: 1/9/20

Surveyor Identification No: 8996
 Surveyor registered under
 the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:

Registration number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1223464

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 7938-C

Signatures, Seals and Section 88B Statements should appear on
 PLAN FORM 6A

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:  28/10/2020	<h1>DP1256233</h1>
PLAN OF CONSOLIDATION OF LOTS 4 & 5 IN DP 1223464 & EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464	
Subdivision Certificate number: Date of Endorsement:	

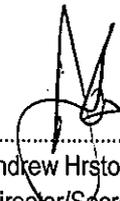
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D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

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

1. EASEMENT FOR OVERHEAD CRANE 6 WIDE (C)
2. EASEMENT FOR OVERHEAD CRANE SWING
3. EASEMENT FOR OVERHEAD CRANE SWING

STREET ADDRESSES FOR ALL LOTS ARE UNAVAILABLE

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7938-C

PLAN FORM 6A (2017)

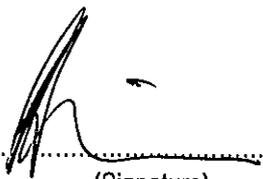
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 Sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  28/10/2020</p> <p>PLAN OF CONSOLIDATION OF LOTS 4 & 5 IN DP 1223464 & EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1256233</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 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.
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Consent of Mortgagee

EXECUTED by
 WIN SENIOR No. 364 Pty Ltd
 ACN 637 305 634
 in accordance with s127 of
 the Corporations Act 2001

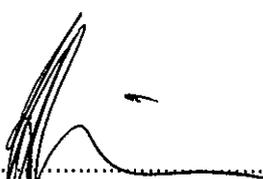
)
)
) 
)
) (Signature)
)
) RYAN LEVIN
)
) (Print Name)
) DIRECTOR

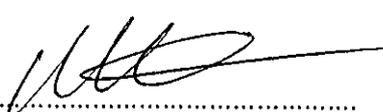


 (Signature)
MARK HARRISON

 (Print Name)
 DIRECTOR/SECRETARY

EXECUTED by
 WIN SENIOR No. 363 Pty Ltd
 ACN 637 305 670
 in accordance with s127 of
 the Corporations Act 2001

)
)
) 
)
) (Signature)
)
) RYAN LEVIN
)
) (Print Name)
) DIRECTOR



 (Signature)
MARK HARRISON

 (Print Name)
 DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7938-C

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  28/10/2020</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1256233</p>
<p>PLAN OF CONSOLIDATION OF LOTS 4 & 5 IN DP 1223464 & EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	

Consent of Mortgagee

EXECUTED by
SHINY CITY OPPORTUNITY IV
LIMITED
ARBN 638 746 871
by its duly authorised signatory
in accordance with its
constitution in the presence of:

))))) (Signature) Christie Ching (Print Name) Witness))))) (Signature) Peter Law (Print Name) Authorised signatory
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7938-C

ePlan

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 ⁸~~7~~ sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and Easements over Lots 3, 6 & 7 in DP 1223464

Full name and address of the owner of the land:

Schofields 88 (No 1) Pty Ltd
ACN 633 008 812
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

PART 1 (Creation)

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 Overhead Crane 6 Wide (C)	1	6/1223464
2	Easement for Overhead Crane Swing (Whole of Lot)	3/1223464 6/1223464 7/1223464	1
3	Easement for Overhead Crane Swing (Whole of Lot)	1 3/1223464 7/1223464	6/1223464

ePlan

**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

8
(Sheet 2 of 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

PART 2 (Terms)

1. Terms of Easement for Overhead Crane 6 wide (C) numbered 1 in the Plan

1.1 This Easement:

- 1.1.1 commences on the Crane Start Date; and
- 1.1.2 terminates on the Crane End Date.

1.2 The Grantee:

- 1.2.1 must obtain, maintain and comply with all Approvals from the relevant Authorities in connection with the Crane;
- 1.2.2 represents and confirms to the Grantor that the Grantee is skilled and licensed to carry out the relevant works for which it is engaged;
- 1.2.3 may erect, support and maintain, at the cost of the Grantee the Crane;
- 1.2.4 must keep the Crane, in good repair and safe condition;
- 1.2.5 may insist that the Crane remain to the extent that it is located within the Easement Site;
- 1.2.6 must take out (prior to the installation of the Crane) and maintain at all times in full force and effect public liability insurance to cover claims arising out of or in connection with the Crane and the Crane Swing for an amount of not less than \$20,000,000.00 in respect of any single claim;
- 1.2.7 must give to the Grantor, when requested to do so, certificates of currency of the public liability insurance held by the Grantee and required by paragraph 1.2.6; and
- 1.2.8 may by any reasonable means pass across the Lot Burdened to get to or from the Crane, including (without limitation) for the purpose of repair, maintenance and removal of the Crane, and do anything reasonably necessary for that purpose, including:
 - (a) entering the Lot Burdened;
 - (b) taking anything on to the Lot Burdened Lot.

1.3 The rights granted under this Easement benefit the registered proprietor of the Lot Benefited and its authorised persons.

1.4 In exercising its powers under this Easement, the Grantee must:

- 1.4.1 ensure all work on the Lot Benefited is done properly;
- 1.4.2 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

ePlan

**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

6
(Sheet 3 of 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

PART 2 (Terms)

- 1.4.3 cause as little damage as is practicable to the Lot Burdened and any improvements on it, and repair and make good any such damage without delay; and
- 1.4.4 leave the Easement Site after its use in a condition that is neat, tidy, level, and compatible with the finished condition of its surrounds on the Lot Burdened.
- 1.5 The Grantor must not do or allow anything to be done to damage or interfere with the Crane.
- 1.6 The Grantee releases and indemnifies the Grantor and any occupiers of the Lot Burdened in relation to any Claims against the Grantor in connection with Crane except to the extent that such Claim is a result of the negligence, act or omission of the Grantor or any occupier of the Lot Burdened.
- 1.7 As and from the Crane End Date:
 - 1.7.1 this Easement will cease to have effect;
 - 1.7.2 the Grantee will be entitled to have this Easement and the notation for this Easement removed from the certificate of title to the Lot Burdened; and
 - 1.7.3 the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this Easement from the certificate of title to the Lot Burdened.

2. Terms of Easement for Overhead Crane Swing (Whole of Lot) numbered 2 and 3 in the Plan

- 2.1 This Easement:
 - 2.1.1 commences on the Crane Start Date; and
 - 2.1.2 terminates on the Crane End Date.
- 2.2 The Grantee:
 - 2.2.1 must obtain, maintain and comply with all Approvals from the relevant Authorities in connection with the Crane Swing;
 - 2.2.1 represents and confirms to the Grantor that the Grantee is skilled and licensed to carry out the relevant works for which it is engaged;
 - 2.2.3 may erect, support and maintain, at the cost of the Grantee the Crane Swing;
 - 2.2.4 may permit the Crane Swing so that it passes through, or stops above the Lot Burdened;
 - 2.2.5 must keep the Crane Swing, in good repair and safe condition;



ePlan

**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 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

PART 2 (Terms)

- 2.2.6 must take out (prior to the first Crane Swing) and maintain at all times in full force and effect public liability insurance to cover claims arising out of or in connection with the Crane Swing for an amount of not less than \$20,000,000.00 in respect of any single claim;
- 2.2.7 must give to the Grantor, when requested to do so, certificates of currency of the public liability insurance held by the Grantee and required by paragraph 2.2.6; and
- 2.2.8 to the extent required by the Grantor, provide traffic control for the Development during the Crane Swing and until the Crane Swing is completed.
- 2.3 The rights granted under this Easement benefit the registered proprietor of the Lot Benefited and its authorised persons.
- 2.4 In exercising its powers under this Easement, the Grantee must:
- 2.4.1 ensure all work on the Lot Benefited is done properly;
- 2.4.2 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- 2.4.3 cause as little damage as is practicable to the Lot Burdened and any improvements on it, and repair and make good any such damage without delay; and
- 2.4.4 leave the Easement Site after its use in a condition that is neat, tidy, level, and compatible with the finished condition of its surrounds on the Lot Burdened.
- 2.5 The Grantor must not do or allow anything to be done to damage or interfere with the Crane Swing.
- 2.6 The Grantee releases and indemnifies the Grantor and any occupiers of the Lot Burdened in relation to any Claims against the Grantor in connection with Crane Swing except to the extent that such Claim is a result of the negligence, act or omission of the Grantor or any occupier of the Lot Burdened.
- 2.7 As and from the Crane End Date:
- 2.7.1 this Easement will cease to have effect;
- 2.7.2 the Grantee will be entitled to have this Easement and the notation for this Easement removed from the certificate of title to the Lot Burdened; and
- 2.7.3 the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this Easement from the certificate of title to the Lot Burdened.

ePlan

**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

(Sheet 5 of 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

Definitions

For the purposes of the Easements numbered 1, 2 and 3 in the Plan:

Approvals means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in relation to the Crane or the Crane Swing.

Authority or Authorities means Council, Minister for Planning, a Commonwealth, State or local government department, a Minister, a body, instrumentality, trust or public authority in the exercise of a government regulatory function.

Claim includes any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation.

Cost means any reasonable cost, expense, charge, payment or outgoing.

Crane means the crane and any equipment in relation to the Crane required by the Grantee.

Crane End Date in relation to an Easement means the date the Grantee gives written notice to the Grantor that practical completion of the Development on the Lot Benefited has occurred.

Crane Start Date in relation to an Easement means the start date specified in a written notice from the Grantee to the Grantor in relation to the Development to be carried out on the Lot Benefited.

Crane Swing means the use of a crane by the Grantee on the Easement Site to swing into the air space over the Lot Burdened, including the carrying out of any equipment and/or construction material into the airspace.

Development means the excavation and construction works to be carried out on the Lot Benefited pursuant to approval issued by the Authority, as modified from time to time.

Easement means an easement, positive covenant or restriction on the use of land created in this Instrument.

Easement Site means in relation to an Easement:

- (a) the site of the easement identified in the Plan;
- (b) all items within the site of the easement identified in the Plan which are the subject of the Easement.

Grantor means the registered proprietor of a Lot Burdened and its successors.

Grantee means the registered proprietor of a Lot Benefited and its successors.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot in the Plan having the benefit of an Easement.

ePlan

**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

8
(Sheet 6 of 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

Definitions (Cont)

Lot Burdened means the whole or any part of a lot in the Plan having the burden of an Easement.

Plan means a plan to which this Instrument relates.

EXECUTED by)
Schofields 88 (No 1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 200)



Andrew Hrsto
Sole Director/Secretary

ePlan

**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

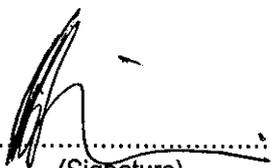
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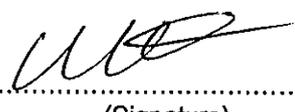
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Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

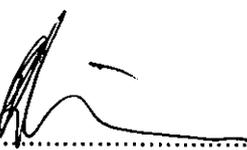
Consent of Mortgagee

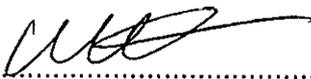
EXECUTED by
WIN SENIOR No. 364 Pty Ltd
ACN 637 305 634
in accordance with s127 of
the Corporations Act 2001

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.....
(Signature)
RYAN LEVIN
.....
(Print Name)
DIRECTOR


.....
(Signature)
MARK HARRISON
.....
(Print Name)
DIRECTOR/SECRETARY

EXECUTED by
WIN SENIOR No. 363 Pty Ltd
ACN 637 305 670
in accordance with s127 of
the Corporations Act 2001

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(Signature)
RYAN LEVIN
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(Print Name)
DIRECTOR


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(Signature)
MARK HARRISON
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(Print Name)
DIRECTOR/SECRETARY

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
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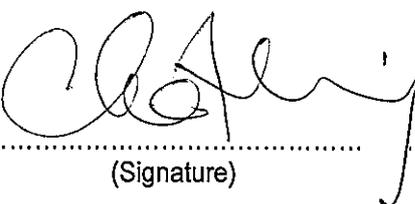
(Sheet 8 of 8 sheets)

Plan: **DP1256233**

Plan of Consolidation of Lots 4 & 5 in DP 1223464 and
Easements over Lots 3, 6 & 7 in DP 1223464

Consent of Mortgagee

EXECUTED by)
SHINY CITY OPPORTUNITY IV)
LIMITED)
ARBN 638 746 871)
by its duly authorised signatory)
in accordance with its)
constitution in the presence of:)

(Signature)

(Signature)

Christie Ching

Peter Law

(Print Name)

(Print Name)

Witness

Authorised signatory

REGISTERED



28/10/2020

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  10.11.2020</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP 1256611</h1>
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<p>PLAN OF EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464 AND LOT 1 IN DP 1256233</p>	<p>LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND</p>
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<p style="text-align: center;">Survey Certificate</p> <p>I, ALEXANDER RICHARDSON of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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, or</p> <p>*(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</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: N/A Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 15/09/2020</p> <p>Surveyor Identification No: 8870 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>
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<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p><small>*Strike through if inapplicable.</small></p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
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<p>Plans used in the preparation of survey/compilation. DP1223464</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
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<p>Surveyor's Reference: 7937-C</p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Registered:  10.11.2020 Office Use Only	Office Use Only <h1 style="margin: 0;">DP 1256611</h1>
PLAN OF EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464 AND LOT 1 IN DP 1256233	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: Date of Endorsement:	

Consent of Mortgagee

EXECUTED by
 WIN SENIOR No. 364 Pty Ltd
 ACN 637 305 634
 in accordance with s127 of
 the Corporations Act 2001

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 (Signature)
 RYAN LEVIN

 (Print Name)
 DIRECTOR

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)
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)
)


 (Signature)
 MARK HARRISON

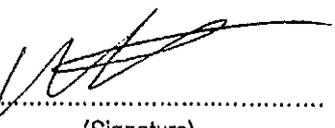
 (Print Name)
 DIRECTOR/SECRETARY

EXECUTED by
 WIN SENIOR No. 363 Pty Ltd
 ACN 637 305 670
 in accordance with s127 of
 the Corporations Act 2001

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 (Signature)
 RYAN LEVIN

 (Print Name)
 DIRECTOR

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)


 (Signature)
 MARK HARRISON

 (Print Name)
 DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7937-C

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:  10.11.2020 Office Use Only

Office Use Only

DP 1256611

PLAN OF
EASEMENTS OVER LOTS 3, 6 & 7 IN DP 1223464
AND LOT 1 IN DP 1256233

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

Subdivision Certificate number:

Date of Endorsement:

Consent of Mortgagee

Consented to by SHINY CITY OPPORTUNITY IV LIMITED as mortgagee:

Signed, Sealed and Delivered for
Shiny City Opportunity IV Limited
ARBN 638 746 871 being signed by its
attorney Henry George Self under power of
attorney dated 15 October 2020 lodged in
registered power of attorney Book 4779
No. 563 in the presence of:



Corry Pariselli, Solicitor
Corrs Chambers Westgarth
Level 9, 8-12 Chifley Square
SYDNEY NSW 2000


Henry George Self
Partner, Corrs Chambers Westgarth

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7937-C

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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

Full name and address of the owner of the land:

Schofields 88 (No.1) Pty Ltd
ACN 633 008 812
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

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 Overhead Crane 6.75 Wide (C)	3/1223464	7/1223464
2	Easement for Overhead Crane Swing (Whole of Lot)	1/1256233 6/1223464 7/1223464	3/1223464
3	Easement for Overhead Crane Swing (Whole of Lot)	3/1223464 1/1256233 6/1223464	7/1223464

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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

PART 2 (Terms)

1. Terms of Easement for Overhead Crane 6.75 wide (C) numbered 1 in the Plan

- 1.1 This Easement:
- 1.1.1 commences on the Crane Start Date; and
 - 1.1.2 terminates on the Crane End Date.
- 1.2 The Grantee:
- 1.2.1 must obtain, maintain and comply with all Approvals from the relevant Authorities in connection with the Crane;
 - 1.2.2 represents and confirms to the Grantor that the Grantee is skilled and licensed to carry out the relevant works for which it is engaged;
 - 1.2.3 may erect, support and maintain, at the cost of the Grantee the Crane;
 - 1.2.4 must keep the Crane, in good repair and safe condition;
 - 1.2.5 may insist that the Crane remain to the extent that it is located within the Easement Site;
 - 1.2.6 must take out (prior to the installation of the Crane) and maintain at all times in full force and effect public liability insurance to cover claims arising out of or in connection with the Crane and the Crane Swing for an amount of not less than \$20,000,000.00 in respect of any single claim;
 - 1.2.7 must give to the Grantor, when requested to do so, certificates of currency of the public liability insurance held by the Grantee and required by paragraph 1.2.6; and
 - 1.2.8 may by any reasonable means pass across the Lot Burdened to get to or from the Crane, including (without limitation) for the purpose of repair, maintenance and removal of the Crane, and do anything reasonably necessary for that purpose, including:
 - (a) entering the Lot Burdened;
 - (b) taking anything on to the Lot Burdened Lot.
- 1.3 The rights granted under this Easement benefit the registered proprietor of the Lot Benefited and its authorised persons.
- 1.4 In exercising its powers under this Easement, the Grantee must:
- 1.4.1 ensure all work on the Lot Benefited is done properly;



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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

PART 2 (Terms)

- 1.4.2 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- 1.4.3 cause as little damage as is practicable to the Lot Burdened and any improvements on it, and repair and make good any such damage without delay; and
- 1.4.4 leave the Easement Site after its use in a condition that is neat, tidy, level, and compatible with the finished condition of its surrounds on the Lot Burdened.
- 1.5 The Grantor must not do or allow anything to be done to damage or interfere with the Crane.
- 1.6 The Grantee releases and indemnifies the Grantor and any occupiers of the Lot Burdened in relation to any Claims against the Grantor in connection with Crane except to the extent that such Claim is a result of the negligence, act or omission of the Grantor or any occupier of the Lot Burdened.
- 1.7 As and from the Crane End Date:
 - 1.7.1 this Easement will cease to have effect;
 - 1.7.2 the Grantee will be entitled to have this Easement and the notation for this Easement removed from the certificate of title to the Lot Burdened; and
 - 1.7.3 the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this Easement from the certificate of title to the Lot Burdened.

2. Terms of Easement for Overhead Crane Swing (Whole of Lot) numbered 2 and 3 in the Plan

- 2.1 This Easement:
 - 2.1.1 commences on the Crane Start Date; and
 - 2.1.2 terminates on the Crane End Date.
- 2.2 The Grantee:
 - 2.2.1 must obtain, maintain and comply with all Approvals from the relevant Authorities in connection with the Crane Swing;
 - 2.2.1 represents and confirms to the Grantor that the Grantee is skilled and licensed to carry out the relevant works for which it is engaged;
 - 2.2.3 may erect, support and maintain, at the cost of the Grantee the Crane Swing;



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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

PART 2 (Terms)

- 2.2.4 may permit the Crane Swing so that it passes through, or stops above the Lot Burdened;
- 2.2.5 must keep the Crane Swing, in good repair and safe condition;
- 2.2.6 must take out (prior to the first Crane Swing) and maintain at all times in full force and effect public liability insurance to cover claims arising out of or in connection with the Crane Swing for an amount of not less than \$20,000,000.00 in respect of any single claim;
- 2.2.7 must give to the Grantor, when requested to do so, certificates of currency of the public liability insurance held by the Grantee and required by clause 2.2.6; and
- 2.2.8 to the extent required by the Grantor, must provide traffic control for the Development during the Crane Swing and until the Crane Swing is completed.
- 2.3 The rights granted under this Easement benefit the registered proprietor of the Lot Benefited and its authorised persons.
- 2.4 In exercising its powers under this Easement, the Grantee must:
- 2.4.1 ensure all work on the Lot Benefited is done properly;
- 2.4.2 cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- 2.4.3 cause as little damage as is practicable to the Lot Burdened and any improvements on it, and repair and make good any such damage without delay; and
- 2.4.4 leave the Easement Site after its use in a condition that is neat, tidy, level, and compatible with the finished condition of its surrounds on the Lot Burdened.
- 2.5 The Grantor must not do or allow anything to be done to damage or interfere with the Crane Swing.
- 2.6 The Grantee releases and indemnifies the Grantor and any occupiers of the Lot Burdened in relation to any Claims against the Grantor in connection with Crane Swing except to the extent that such Claim is a result of the negligence, act or omission of the Grantor or any occupier of the Lot Burdened.
- 2.7 As and from the Crane End Date:
- (a) this Easement will cease to have effect;
- (b) the Grantee will be entitled to have this Easement and the notation for this Easement removed from the certificate of title to the Lot Burdened; and



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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

PART 2 (Terms)

- (c) the Grantor and the Grantee must, as soon as reasonably practicable, do all things and sign all documents necessary to remove this Easement from the certificate of title to the Lot Burdened.

3. Definitions.

For the purposes of the Easements numbered 1, 2 and 3 in the Plan only:

Approvals means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in relation to the Crane or the Crane Swing.

Authority or Authorities means Council, Minister for Planning, a Commonwealth, State or local government department, a Minister, a body, instrumentality, trust or public authority in the exercise of a government regulatory function.

Claim includes any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation.

Cost means any reasonable cost, expense, charge, payment or outgoing.

Crane means the crane and any equipment in relation to the Crane required by the Grantee.

Crane End Date in relation to an Easement means the date the Grantee gives written notice to the Grantor that practical completion of the Development on the Lot Benefited has occurred.

Crane Start Date in relation to an Easement means the start date specified in a written notice from the Grantee to the Grantor in relation to the Development to be carried out on the Lot Benefited.

Crane Swing means the use of a crane by the Grantee on the Easement Site to swing into the air space over the Lot Burdened, including the carrying out of any equipment and/or construction material into the airspace.

Development means the excavation and construction works to be carried out on the Lot Benefited pursuant to approval issued by the Authority, as modified from time to time.

Easement means an easement, positive covenant or restriction on the use of land created in this Instrument.

Easement Site means in relation to an Easement:

- (a) the site of the easement identified in the Plan;
- (b) all items within the site of the easement identified in the Plan which are the subject of the Easement.

Grantor means the registered proprietor of a Lot Burdened and its successors.

**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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464
and Lot 1 in DP 1256233

Definitions (Cont)

Grantee means the registered proprietor of a Lot Benefited and its successors.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot in the Plan having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot in the Plan having the burden of an Easement.

Plan means a plan to which this Instrument relates.



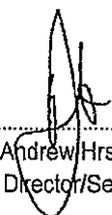
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(Sheet 7 of 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464
and Lot 1 in DP 1256233

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127(1) of)
the Corporations Act 2001)



Andrew Hrsto
Sole Director/Secretary

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

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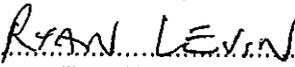
(Sheet 8 of 9 sheets)

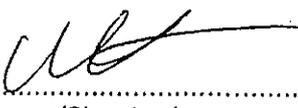
Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

Consent of Mortgagee

EXECUTED by
WIN SENIOR No. 364 Pty Ltd
ACN 637 305 634
in accordance with s127 of
the Corporations Act 2001

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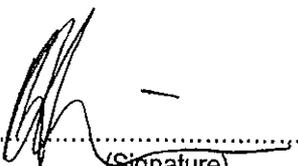
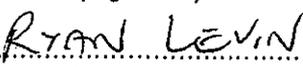

.....
(Signature)

.....
(Print Name)
DIRECTOR

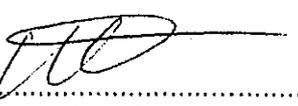

.....
(Signature)

.....
(Print Name)
DIRECTOR/SECRETARY

EXECUTED by
WIN SENIOR No. 363 Pty Ltd
ACN 637 305 670
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)


.....
(Signature)

.....
(Print Name)
DIRECTOR


.....
(Signature)

.....
(Print Name)
DIRECTOR/SECRETARY

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 9 sheets)

Plan: **DP1256611** Plan of Easements Over Lots 3, 6 & 7 in DP 1223464 and Lot 1 in DP 1256233

Consent of Mortgagee

Consented to by SHINY CITY OPPORTUNITY IV LIMITED as mortgagee:

Signed, Sealed and Delivered for
Shiny City Opportunity IV Limited
ARBN 638 746 871 being signed by its
attorney Henry George Self under power of
attorney dated 15 October 2020 lodged in
registered power of attorney Book 4779
No. 563 in the presence of:

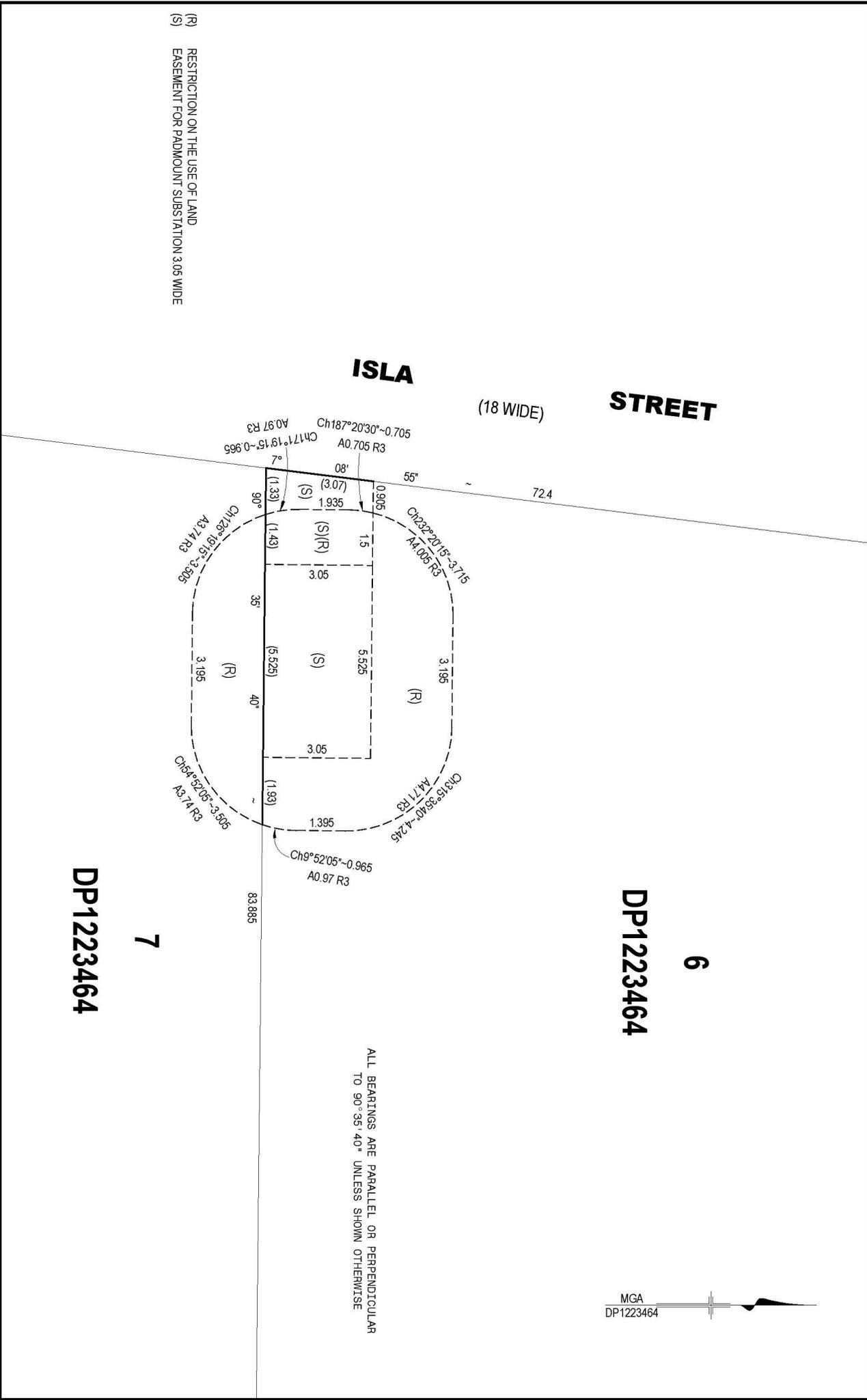

Henry George Self
Partner, Corrs Chambers
Westgarth


Corry Pariselli, Solicitor
Corrs Chambers Westgarth
Level 9, 8-12 Chifley Square
SYDNEY NSW 2000

REGISTERED



10.11.2020



ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 90° 35' 40" UNLESS SHOWN OTHERWISE

(R) RESTRICTION ON THE USE OF LAND
 (S) EASEMENT FOR PADMOUNT SUBSTATION 3.05 WIDE

Surveyor:
 ALEXANDER RICHARDSON
 Date: 12 MAY 2021
 Surveyor's Ref: 8110-S

PLAN OF EASEMENTS OVER LOTS 6 & 7 IN DP 1223464

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio 1:100
 Lengths are in metres.

REGISTERED
 6/07/2021

DP1262230

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  6/07/2021</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1262230</h1>
<p>PLAN OF EASEMENTS OVER LOTS 6 & 7 IN DP 1223464</p>	<p>LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, ALEXANDER RICHARDSON of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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, or</p> <p>*(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</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: N/A Type: *Urban/**Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 12/05/2021</p> <p>Surveyor Identification No: 8870 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation. DP1223464</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 8110-S</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  6/07/2021 Office Use Only

Office Use Only

DP1262230

PLAN OF

EASEMENTS OVER LOTS 6 & 7 IN DP 1223464

Subdivision Certificate number:

Date of Endorsement:

- 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.

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

1. EASEMENT FOR PADMOUNT SUBSTATION 3.05 WIDE (S)
2. RESTRICTION ON THE USE OF LAND (R)

EXECUTED by)
Schofields 88 (No.1) Pty Limited)
ACN 633 008 812)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8110-S

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  6/07/2021 Office Use Only

Office Use Only

DP1262230

PLAN OF
EASEMENTS OVER LOTS 6 & 7 IN DP 1223464

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

Subdivision Certificate number:
Date of Endorsement:

Consent of Mortgagee – AQ297769 & AQ571317
SHINY CITY OPPORTUNITY IV LIMITED

Signed, sealed and delivered by:

Shiny City Opportunity IV Limited
ARBN 638 746 871,

by its attorney HENRY GEORGE
SELF under power of attorney
Book 4779 No 563 in the presence of:


.....
Henry George Self
Partner, Corrs Chambers Westgarth


.....
Corry Pariselli, Lawyer

Corrs Chambers Westgarth
Level 17, 8-12 Chifley Square
SYDNEY NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8110-S

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 6 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

Full name and address of the owner of the land:

Schofields 88 (No.1) Pty Ltd
8-10 Gould Street
Strathfield South
NSW 2136

PART 1 (CREATION)

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 3.05 wide (S)	6/1223464	Epsilon Distribution Ministerial Holding Corporation
2	Restriction on the Use of Land (R)	6/1223464 (Part) 7/1223464 (Part)	Epsilon Distribution Ministerial Holding Corporation

ENDEAVOUR ENERGY



Authorised Officer

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

PART 2 (TERMS)

1. Terms of Easement for Padmount Substation numbered 1 in the plan

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Name of Authority having the power to release vary or modify the terms of the Easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

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

1. Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

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

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

4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

ENDEAVOUR ENERGY



Authorised Officer

Lengths are in metres

(Sheet 3 of 6 sheets)

Plan: **DP1262230**

Plan of Easements Over Lots 6 & 7 in DP 1223464

Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

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**.

ENDEAVOUR ENERGY


.....
Authorised Officer