

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Urban Real Estate</b> <b>Shop 25, Carmel Village, Cnr Windsor Road</b> <b>&amp; Mount Drive, Box Hill, NSW</b>	<b>Phone: 0401171796</b>
co-agent		
vendor	<b>Kamaljit Kaur</b> <b>50 Beauchamp Drive, The Ponds, NSW</b>	
vendor's solicitor	<b>Contract Conveyancing Pty Ltd</b> <b>PO BOX 3063 Rouse Hill NSW 2155</b> <b>PO Box 3063, ROUSE HILL NSW</b>	<b>Phone: 0245054600</b> <b>Email: judy@contractconveyancing.com.au</b> <b>Fax:</b> <b>Ref: JH:23175</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>68 Garganey Parade, Melonba,</b> <b>Registered Plan: Lot 7936 Plan DP 1272576</b> <b>Folio Identifier 7936/1272576</b>	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

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

## Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4): \_\_\_\_\_**Manual transaction** (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

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

***GSTRW payment (GST residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

68 GARGANEY PDE, MELONBA 2765

## **SPECIAL CONDITIONS**

### **33 PEXA SOURCE ACCOUNT**

- 33.1. Currently a PEXA Source Account can only be given by the purchaser's subscriber;
- 33.2. In the event that the vendors require the deposit at settlement as shortfall funds, then the purchasers will instruct their subscriber (solicitor or conveyancer) to attend to creating the PEXA Source Account or if the firm has a Trust Account, the deposit is hereby agreed to be transferred into the purchaser's representative's trust account as deposit holder in escrow of settlement for the vendors shortfall;
- 33.3. The transfer into either the PEXA Source Account or Trust Account occurs at no cost to the vendor;
- 33.4. Further authority from the purchaser will not be required;

### **34 BUILDING CERTIFICATE**

This Contract is not conditional upon the issue of a Certificate under Section 149D of the Environmental Planning and Assessment Act (Certificate) in respect of the whole or any part of the property. The purchaser will not require the vendor to make application for or do anything towards obtaining the Certificate or otherwise to comply with the requirements of the Local Council relating to the issue of the Certificate.

### **34 PROPERTY SOLD 'AS IS'**

THE PURCHASER/S acknowledges that they are purchasing the property in its present condition and state of repair as inspected by the purchaser/s and the purchaser/s acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

### **35 PURCHASER RELIES UPON OWN ENQUIRIES**

The purchaser acknowledges that they do not rely on any letters, documents, or arrangements, whether oral or in writing, as adding to or amending the terms, conditions, warranties, and arrangements set out in this contract. The purchaser further acknowledges that they have made all their own enquiries in respect of the property. The purchaser does not rely on any representation made by the vendor, the agent or anyone purporting to act on behalf of the vendor.

### **36 DEPOSIT AT COMPLETION**

In the event that the deposit is required to be available on completion, the deposit Holder is hereby authorised to withdraw the deposit (and any interest earned there

on) and transfer same to the Trust Account of the Vendor's Representatives, for the purpose of accounting the deposit and any interest on completion. If requested the purchaser or their representative must forthwith provide the deposit Holder authority to transfer the deposit. The vendor's representatives will then hold the deposit as deposit holder under the Contract.

### **37 NO REPRESENTATION AS TO FITNESS FOR ANY PARTICULAR PURPOSE**

NO OBJECTION, requisition or claim for compensation shall be made by the Purchaser in respect to or arising out of the suitability (or lack of suitability) of the property for any particular purpose.

### **38 REAL ESTATE AGENT**

The Purchaser warrants that the purchaser was not introduced to the vendor or the property directly or indirectly through the services of any agent other than the vendor's agent (if any) named in this Contract. The Purchaser indemnifies the vendor against any claim for commission which might be made by the agent resulting from an introduction forming a breach of such warranty and also against all actions, proceedings, expenses and legal costs and disbursements in respect of such claim. It is agreed that this indemnity shall be a continuing indemnity not merging on completion. The vendor warrants that the vendor has not signed an exclusive selling agency agreement with any agent other than the agent named herein.

### **39 RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY**

NOTWITHSTANDING any rule of law or equity to the contrary, should either party (called "the defaulting party"):-

- 39.1 die or loses the legal mental capacity then either party may rescind this Contract by notice in writing served upon the defaulting party and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply, or
- 39.2 be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors under the Corporations Law or should any Liquidator, Receiver or Official Manager be appointed in respect of either party, then this Contract shall be at an end and the provisions of Clause 19 shall apply.

### **40 INTEREST CHARGE**

Should completion of this contract not take place by the completion date, otherwise than as a result of any default by the vendor under this contract:-

- 40.1 The purchaser shall pay interest at a rate of eight per cent (8%) per annum on the balance of the purchase price, and any other moneys owing pursuant to

this Contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion.

- 40.2 Purchaser indemnifies the vendor by way of an adjustment on settlement the sum of \$275.00 (incl GST) representing actual expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser/s.

#### **41 NOTICE TO COMPLETE**

THE PARTIES agree that fourteen (14) days (inclusive of weekends and public holidays) is a reasonable and sufficient period of notice to make time of the essence.

#### **42 SERVICE BY EMAIL**

Where a document is served by email under Clause 20.6, Service shall be effective at the following business day at 9am if served after 5pm, and if a bank or public holiday or Saturday or Sunday, then service shall be deemed to be at 9:00am on the next business day following receipt.

#### **43 AMENDMENTS TO STANDARD CONDITIONS**

- 43.1 Conditions 3.10.2 & 3.11.2 are DELETED.  
43.2 Insert the words "or delay completion" between the words "requisition" and "or" on the first line of Clause 10.1.  
43.3 Condition 25.1.1 is AMENDED by deleting "limited".  
43.4 Condition 31.2 – delete "5 days" and replace with "1 business days";  
43.5 Condition 31.6 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the FRCGW remittance to the Australian Tax Office in accordance with clause 30.13."

#### **44 SURVEY REPORT/BUILDING CERTIFICATE**

If a Survey Report of the property, or a Building Certificate in relation to the property is annexed to this contract, the purchasers acknowledges having inspected the Survey Report and/or Building Certificate and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the Survey Report and/or Building Certificate.

The vendor does not warrant the accuracy or completeness of the Survey Report and/or Building Certificate.



**45 RELEASE OF DEPOSIT**

The deposit referred to herein shall be released, if required, for the vendor's use for payment of a deposit for the purchase of an alternate property, provided that such deposit is placed in the Trust Account of a Licensed Real Estate Agent, Licensed Conveyancer or Solicitor and shall not be further released without the purchaser's expressed consent or for the payment of stamp duty in respect of such property.

**46 REDUCED DEPOSIT**

In the event that a less than 10% deposit is paid on exchange the purchaser agrees and acknowledges that the balance of a 10% deposit is payable on the 42<sup>nd</sup> day after the date of this contract without demand being made for that payment or on completion of this contract whichever occurs first.

**47 REQUISITIONS ON TITLE**

Notwithstanding the provisions of clause 5 of this contract, attached to this contract are Requisitions on Title. The purchaser shall not be precluded from raising further Requisitions which arise directly out of the replies given by the vendor in this contract.

**48 DEPOSIT PAYABLE UNDER COOLING OFF PERIOD**

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

- 48.1 On or before the date of this contract 0.25% of the agreed purchase price;
- 48.2 The balance on or before 5.00pm the day the Cooling Off Period expires.

**49 COOLING OFF PERIOD EXTENSION**

The parties agree that the cooling off period under this contract is hereby extended to        day of                      2023.

**50 PEXA**

- 50.1 Clause 30.1.2 Deleted
- 50.2 Notwithstanding clause 30, if the Purchaser is unable or unwilling to settle the Conveyancing Transaction via electronic transaction, the Purchaser must provide the Land Registry Waiver Approved and indemnifies the vendor against the additional expenses incurred for a paper settlement in the sum of \$220.00 (inclu GST).

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?



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

#### **Affectations**

- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
- 22. Has the vendor any notice or knowledge that the Property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
  - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 7936/1272576

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SEARCH DATE	TIME	EDITION NO	DATE
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20/9/2023	10:03 AM	3	14/4/2023

LAND

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LOT 7936 IN DEPOSITED PLAN 1272576

AT MELONBA

LOCAL GOVERNMENT AREA BLACKTOWN

PARISH OF ROOTY HILL COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1272576

FIRST SCHEDULE

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KAMALJIT KAUR

(T AS747975)

SECOND SCHEDULE (15 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1261155 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1272576 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1272576 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1272576 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1272576 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1272576 POSITIVE COVENANT
- 10 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 11 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 12 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 13 DP1272576 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 14 AS747976 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- \* 15 AT7026 CAVEAT BY COMFORT CONSTRUCTIONS PTY LTD

END OF PAGE 1 - CONTINUED OVER

FOLIO: 7936/1272576

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

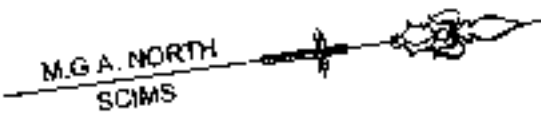
\*\*\* END OF SEARCH \*\*\*

23175

PRINTED ON 20/9/2023

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





SCHEDULE OF CURVED BOUNDARIES

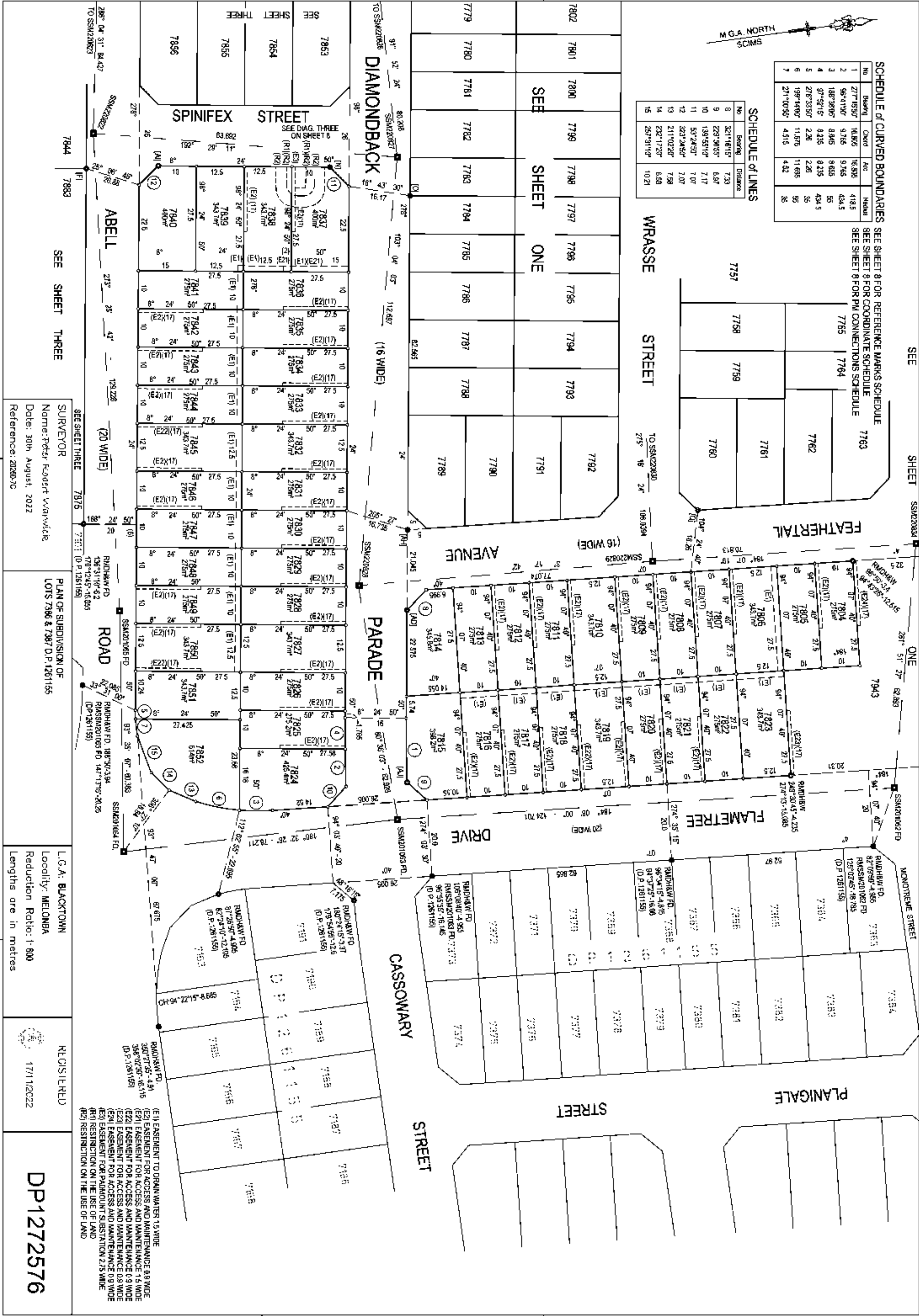
No	Bearing	Chain	Age	Heads
1	27° 15' 50"	16.865	16.865	418.5
2	96° 41' 00"	9.765	9.765	434.5
3	188° 38' 05"	8.945	8.945	55
4	37° 52' 15"	8.235	8.235	434.5
5	276° 33' 50"	2.26	2.26	35
6	198° 14' 00"	11.675	11.675	55
7	271° 00' 35"	4.515	4.52	35

SEE SHEET 8 FOR REFERENCE MARKS SCHEDULE  
SEE SHEET 8 FOR COORDINATE SCHEDULE  
SEE SHEET 8 FOR PM CONNECTIONS SCHEDULE



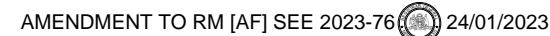
SCHEDULE OF LINES

No	Bearing	Distance
8	321° 16' 15"	7.33
9	228° 36' 53"	6.87
10	138° 55' 14"	7.17
11	53° 24' 50"	7.07
12	323° 24' 54"	7.07
13	211° 02' 20"	7.58
14	232° 17' 20"	6.68
15	257° 31' 14"	10.21

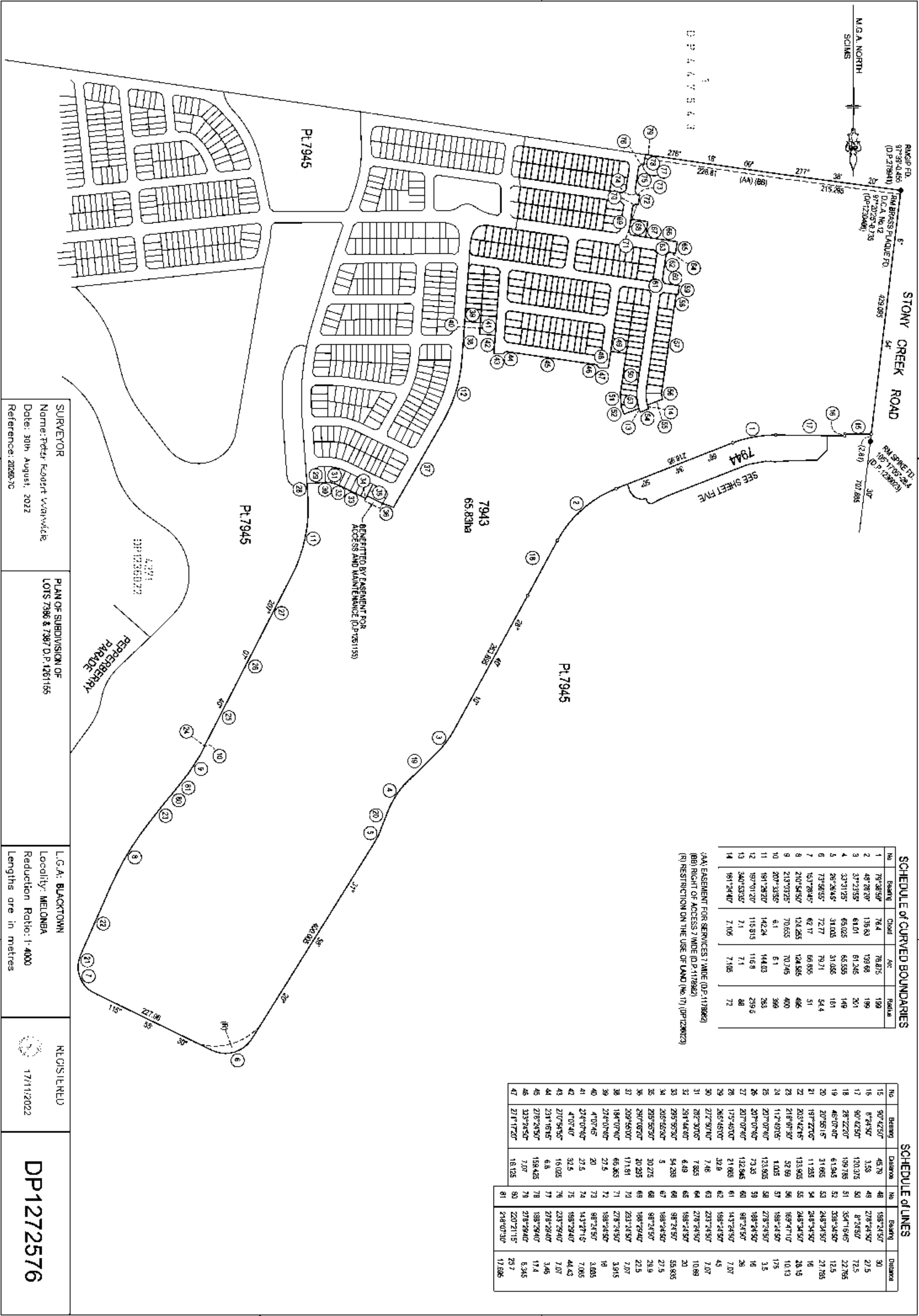


SURVEYOR Name: Peter Robert Vranjic Date: 30th August, 2022 Reference: 2028030	PLAN OF SUBDIVISION OF LOTS 7386 & 7387 D.P. 1261155	L.G.A: BLACKTOWN Locality: MELONBA Reduction Ratio: 1:600 Lengths are in metres	REGISTERED 17/11/2022	DP1272576
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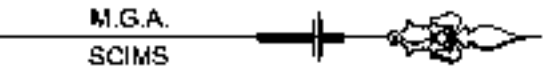






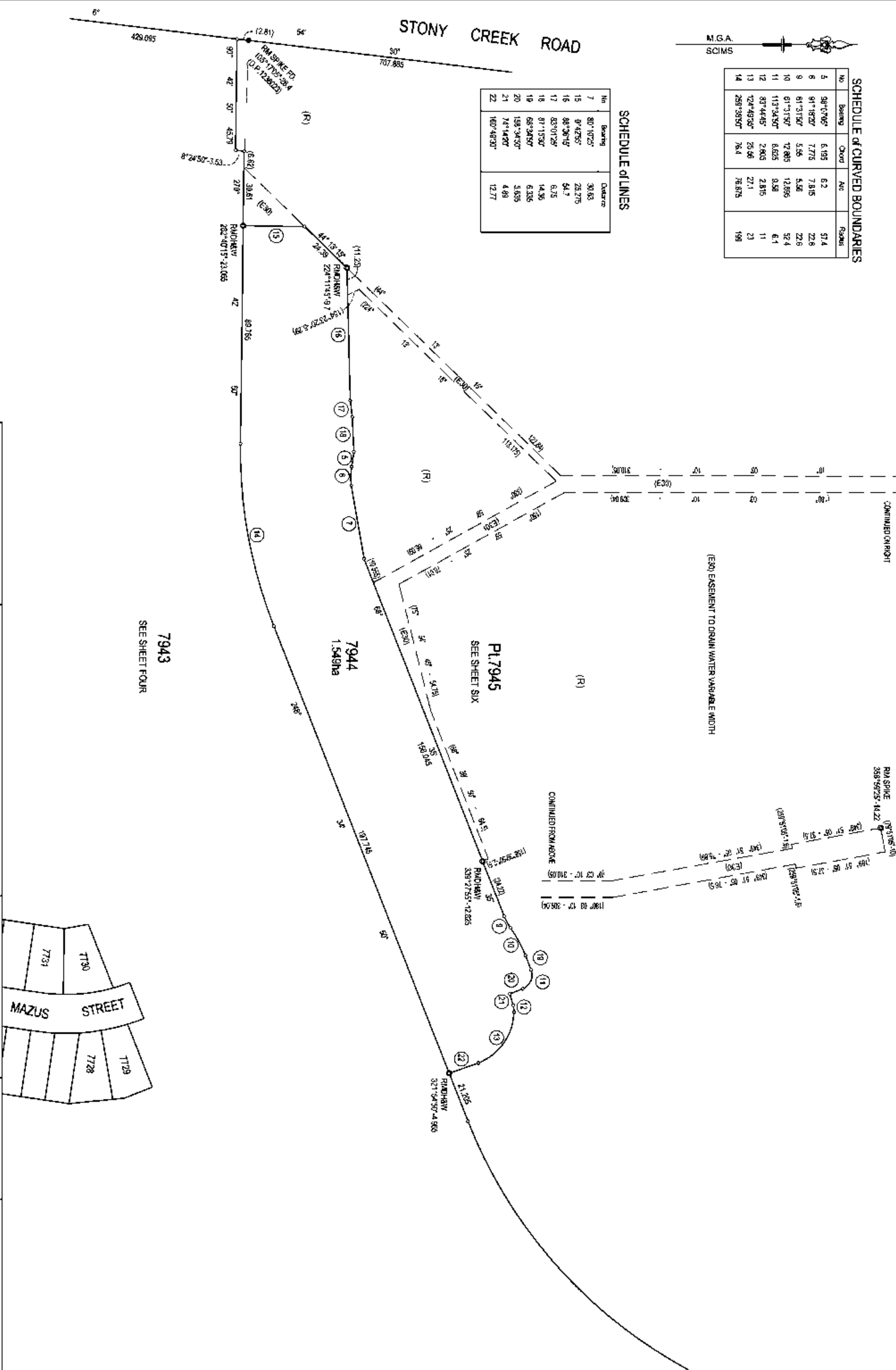
SURVEYOR Name: Peter Robert Vignarwalle Date: 30th August, 2022 Reference: 2028030	PLAN OF SUBDIVISION OF LOTS 7386 & 7387 D.P. 1261155	L.G.A: BLACKTOWN Locality: MELONBA Reduction Ratio: 1:4000 Lengths are in metres	REGISTERED 17/11/2022	DP1272576
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SCHEDULE of CURVED BOUNDARIES				
No	Bearing	Chord	Arc	Radius
5	90°07'06"	6.195	6.2	57.4
6	91°18'20"	7.775	7.815	22.6
9	61°31'50"	5.56	5.58	22.6
10	61°31'50"	12.885	12.886	52.4
11	113°24'50"	8.625	8.58	6.1
12	83°44'45"	2.805	2.815	11
13	124°49'30"	25.66	27.1	23
14	259°29'50"	76.4	76.675	199

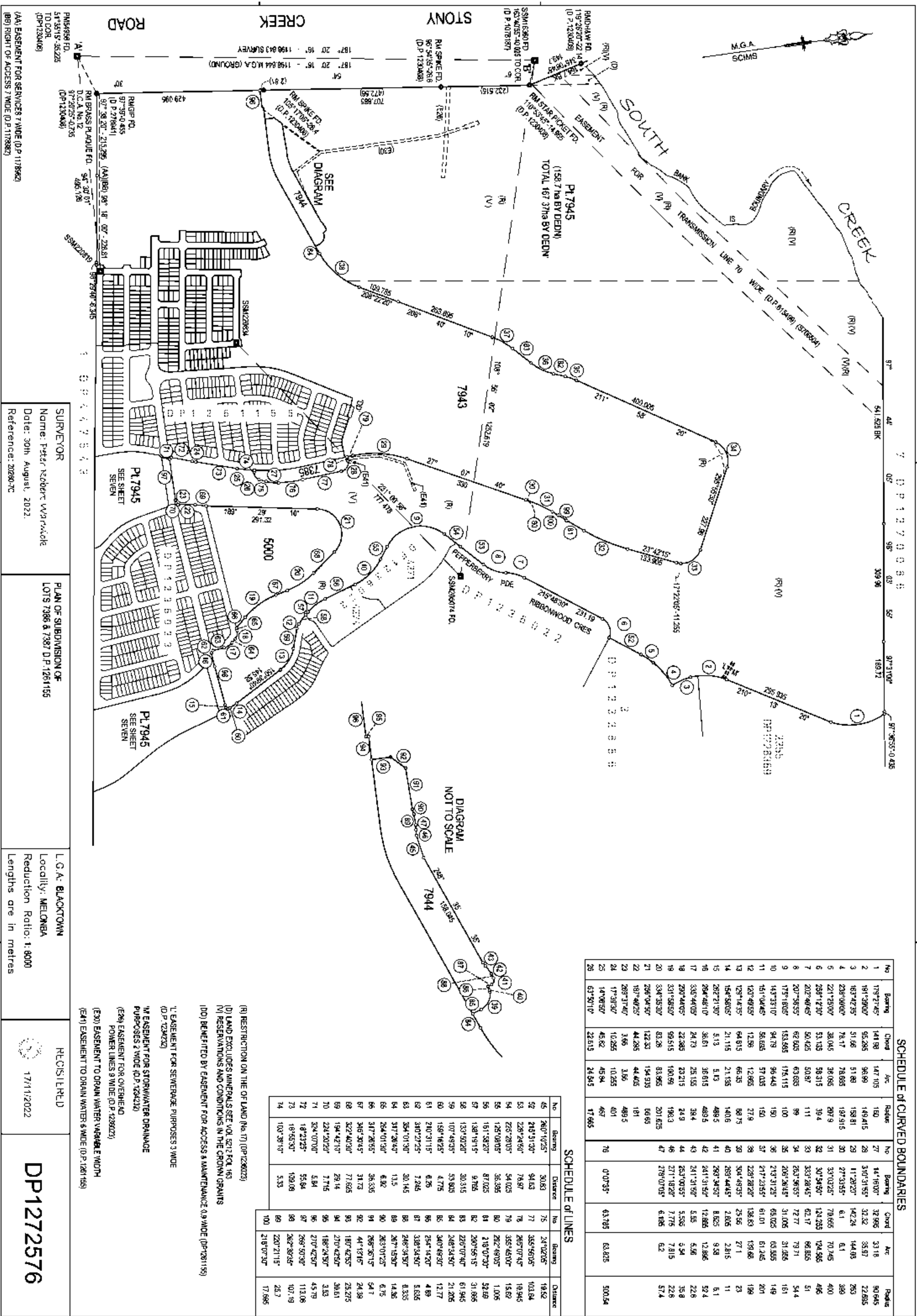


SCHEDULE of LINES

No	Bearing	Distance
7	80°10'23"	30.63
15	0°42'55"	25.275
16	80°36'19"	54.7
17	83°01'29"	6.75
18	87°15'30"	14.36
19	68°24'50"	6.336
20	158°34'30"	5.635
21	74°14'20"	4.49
22	160°49'30"	12.77

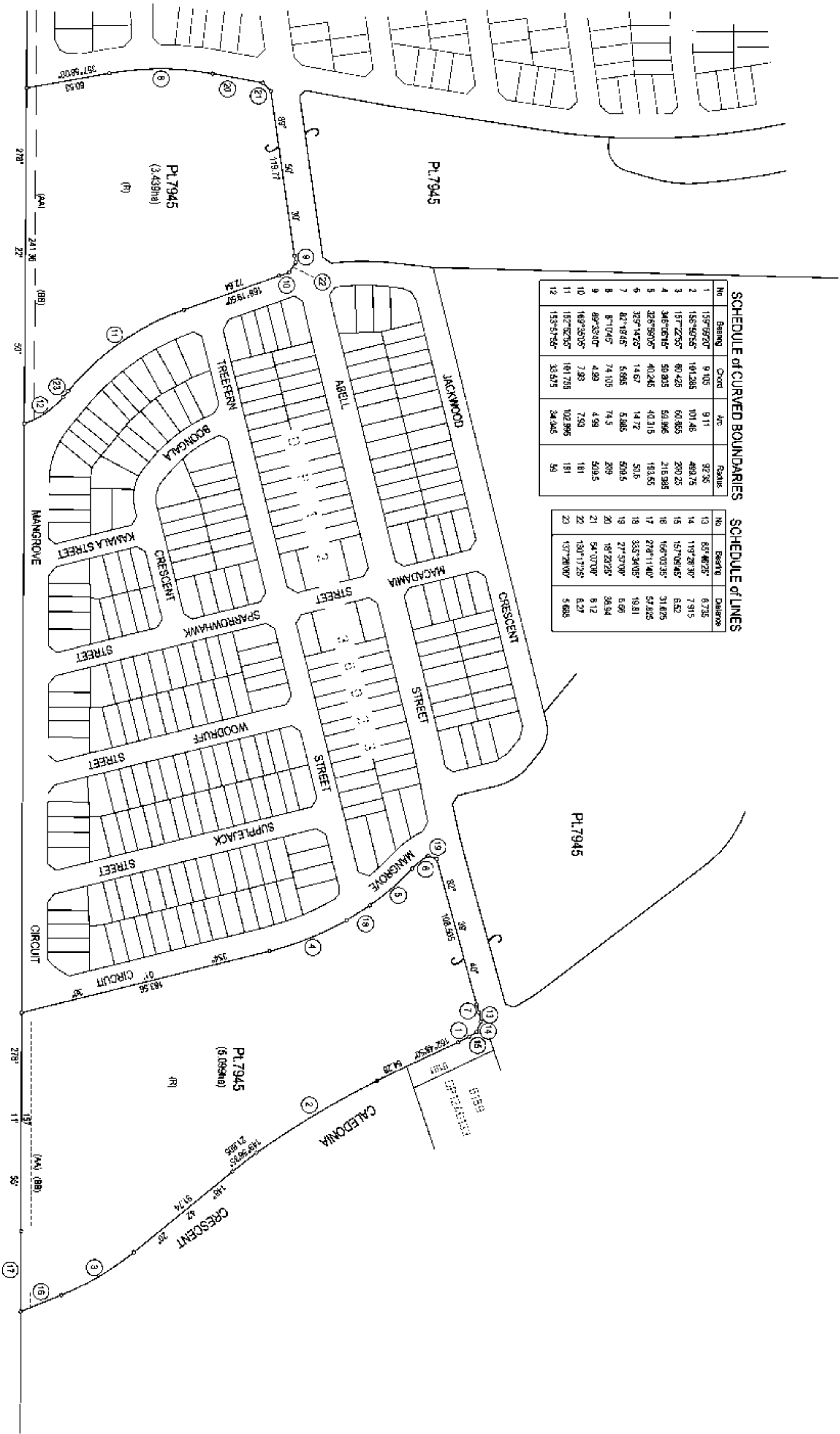


SURVEYOR Name: Peter Robert Wyrwickie Date: 30th August, 2022. Reference: 202607C	PLAN OF SUBDIVISION OF LOTS 7386 & 7387 D.P.1261155	L.G.A: BLACKTOWN Locality: MELONBA Reduction Ratio: 1:1000 Lengths are in metres	REGISTERED 17/11/2022	DP1272576
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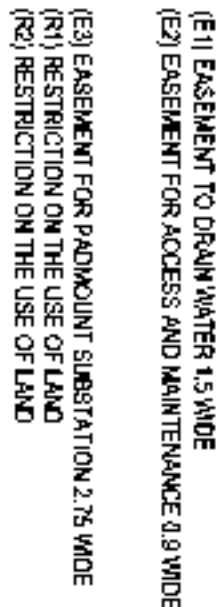
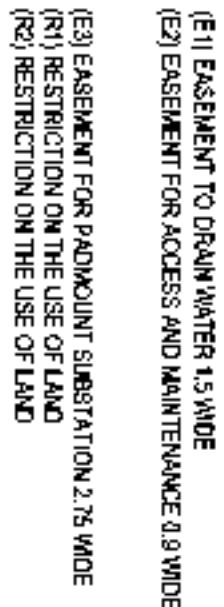
SCHEDULE of CURVED BOUNDARIES					SCHEDULE of LINES			
No	Bearing	Chord	Arc	Radius	No	Bearing	Chord	Radius
1	159°59'20"	9.105	9.11	92.35	13	85°46'25"	6.735	
2	156°58'55"	101.285	101.46	408.75	14	119°28'30"	7.915	
3	157°22'55"	60.425	60.865	200.25	15	167°09'45"	6.52	
4	346°06'15"	59.005	59.965	215.985	16	166°03'35"	31.025	
5	326°59'05"	40.245	40.315	193.55	17	278°11'40"	57.825	
6	329°14'25"	14.67	14.72	50.5	18	355°34'05"	19.81	
7	82°18'45"	5.985	5.985	508.5	19	27°57'00"	5.69	
8	87°10'45"	74.105	74.5	209	20	18°23'25"	36.94	
9	89°33'40"	4.89	4.99	509.5	21	54°07'00"	8.12	
10	169°35'05"	7.83	7.93	181	22	130°17'25"	6.27	
11	152°52'55"	181.755	102.995	191	23	137°28'00"	5.685	
12	153°57'55"	33.575	34.045	59				



(AA) EASEMENT FOR SERVICES 7' WIDE (D.P. 1178982)  
(BB) RIGHT OF ACCESS 7' WIDE (D.P. 1178982)  
(RR) RESTRICTION ON THE OF LAND (No. 17) (D.P. 128023)

SURVEYOR Name: Peter Robert Wymysick Date: 30th August, 2022. Reference: 202807C	PLAN OF SUBDIVISION OF LOTS 7386 & 7387 D.P. 1261155	L.G.A: BLACKTOWN Locality: MELONBA Reduction Ratio: 1:2000 Lengths are in metres	REGISTERED 17/11/2022	DP1272576
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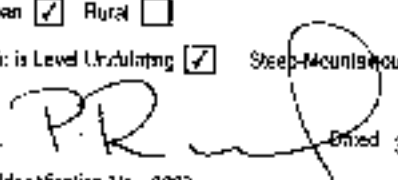



No	Station	Distance	Description
A	7+48.37	3.37	RH04HAW PL
A	359.7+1155	12.8	RM SSM220018 PL
B	364.4+1400	20.015	RM SSM220019 PL
C	286.5+5419	7.435	RM SSM220020 PL
D	180.7+1735	1.545	RH04HAW PL
D	169.5+3625	13.865	RH04HAW PL
E	1167.55353	10.63	RM SSM220021 PL
E	148.37100	12.63	RH04HAW PL
F	125.30418	8.62	RM SSM220022 PL
F	185.7+4200	16.35	RH04HAW PL
G	151.53750	3.905	RH04HAW PL
G	151.53750	18.82	RM SSM220023 PL
H	94.5+810	3.32	RH04HAW PL
H	263.5+207	12.605	RH04HAW PL
I	267.4+520	9.265	RM SSM220024 PL
I	297.7+3725	10.375	RH04HAW PL
J	331.2+0000	15.75	RM SSM220025 PL
K	357.0+700	5.88	RM SSM220026 PL
K	360.56325	12.99	RH04HAW PL
L	9.5+515	3.29	RH04HAW PL
L	9.5+515	3.29	RH04HAW PL
M	13.5+507	3.465	RH04HAW PL
M	16.7+3820	12.79	RM SSM220026 PL
N	89.3+425	3.375	RH04HAW PL
N	89.3+745	12.51	RH04HAW PL
O	79.3+107	10.65	RM SSM220027 PL
O	14.0+2207	12.635	RH04HAW PL
P	189.07300	3.34	RH04HAW PL
P	187.0+1735	12.61	RH04HAW PL
P	284.0+325	3.435	RH04HAW PL
Q	319.7+3705	17.955	RM SSM220029 PL


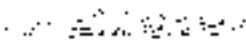
No	Seating	Capacity	Description
A	7-4-30T	3,337	RM SSN220018 PL
A	3509-1155*	12.8	RM SSN220018 PL
B	3641-4140P	20,015	RM SSN220019 PL
C	2965-5471P	7,435	RM SSN220020 PL
D	1604-2172P	1,545	RM SSN220021 PL
D	1609-3825P	13,885	RM SSN220021 PL
E	1167-5533P	10,653	RM SSN220021 PL
E	1608-3700P	12,563	RM SSN220022 PL
F	1255-0419P	8,822	RM SSN220022 PL
F	1965-1420P	16,705	RM SSN220023 PL
G	1587-5314P	3,805	RM SSN220023 PL
G	1511-3305P	18,882	RM SSN220023 PL
H	94-4840T	3,32	RM SSN220023 PL
H	98-2920T	12,065	RM SSN220023 PL
I	2635-5470P	9,266	RM SSN220024 PL
I	2697-4630P	21,42	RM SSN220024 PL
J	2987-3725P	10,775	RM SSN220024 PL
J	3351-2200P	15,35	RM SSN220025 PL
J	3351-2704P	5,89	RM SSN220025 PL
K	2807-5623P	12,99	RM SSN220025 PL
K	9-5515P	3,39	RM SSN220025 PL
K	8-1223P	12,56	RM SSN220025 PL
L	1331-5197P	3,345	RM SSN220026 PL
M	16-3820T	12,79	RM SSN220026 PL
M	965-3425P	3,375	RM SSN220026 PL
N	889-3745P	12,51	RM SSN220027 PL
N	79-3107P	10,66	RM SSN220027 PL
O	14-0220P	12,835	RM SSN220027 PL
O	1809-3700P	3,34	RM SSN220027 PL
P	187-0172P	12,61	RM SSN220027 PL
P	2643-0225P	3,435	RM SSN220029 PL
Q	3169-3705P	17,355	RM SSN220029 PL
Q	1799-4121P	3,465	RM SSN220030 PL
R	185-2700P	12,565	RM SSN220030 PL
R	2407-0150P	2,035	RM SSN220032 PL
S	1809-4045P	14,1	RM SSN220032 PL
S	2811-4630P	3,45	RM SSN220032 PL
T	3165-3230P	16,005	RM SSN220032 PL
T	2799-4625P	3,39	RM SSN220032 PL
U	2785-5550P	12,755	RM SSN220032 PL
U	3443-2905P	8,185	RM SSN220032 PL
V	1893-5040P	1,81	RM SSN220032 PL
W	1869-2045P	13,56	RM SSN220032 PL
W	1865-4635P	3,35	RM SSN220032 PL
X	117-4930P	12,765	RM SSN220032 PL
X	1809-3135P	3,38	RM SSN220032 PL
Y	1605-3800P	12,59	RM SSN220032 PL
Y	327-3635P	4,23	RM SSN220032 PL
Z	3207-2910P	18,235	RM SSN220034 PL
Z	2811-5172P	8,41	RM SSN220034 PL
AA	2902-3310P	17,165	RM SSN220035 PL
AA	3411-3850P	28,065	RM SSN220036 PL
AB	3333-4245P	17,085	RM SSN220036 PL
AC	3111-5925P	22,655	RM SSN220036 PL
AD	34-5555P	3,75	RM SSN220038 PL
AD	35-1420P	14,715	RM SSN220038 PL
AE	897-12P	8,39	RM SSN220038 PL
AE	94-4735P	12,885	RM SSN220038 PL
AF	84-4450P	5,565	RM SSN220038 PL
AF	3157-5550P	13,72	RM SSN220038 PL
AG	2813-0305P	3,4	RM SSN220038 PL
AH	2889-0610P	1,53	RM SSN220038 PL
AH	2717-1545P	13,682	RM SSN220038 PL
AI	78-2940P	3,485	RM SSN220038 PL
AJ	489-1830P	12,77	RM SSN220038 PL
AJ	67-55P	8,35	RM SSN220038 PL
AJ	5733-40P	12,52	RM SSN220038 PL
AK	1807-7950P	3,37	RM SSN220038 PL
AK	1807-3172P	12,865	RM SSN220038 PL

REGISTERED  
17/11/2022


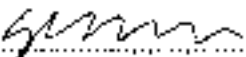

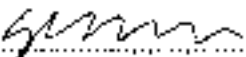

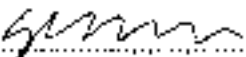

AMENDMENT TO RM [AF] SEE 2023-76  24/01/2023

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 21 sheet(s)	
Registered  17/11/2022		Office Use Only		Office Use Only	
Title System: TORRENS		DP1272576			
PLAN OF SUBDIVISION OF LOTS 7396 & 7397 DP1251155		LGA: BATHURST Locality: MEXONBA Parish: ROOBY HILL County: CUMBERLAND			
<b>Survey Certificate</b> PETER ROBERT WARWICK of VINCE MORGAN SURVEYORS PTY LTD a surveyor registered under the Surveying and Spatial Information Act 2002 certify that: (a) Survey: (b) The part of the land shown in the plan enclosing lot 7395 was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 30 Aug 2022. The part not surveyed was compiled in accordance with that Regulation. (c) Compilation Detail Line: A - B Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> The terrain is Level Undulating <input checked="" type="checkbox"/> Steep/Mountainous <input type="checkbox"/> Signature:  Dated: 30-Aug-2022 Surveyor's Identification No: 2207 Surveyor registered under the Surveying and Spatial Information Act 2002		<b>Grown Lands NSW/Western Lands Office Approval</b> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of this land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____			
		<b>Subdivision Certificate</b> I, _____ (Authorised Person) certify that the provisions of section 5.15 of the Environment Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature of me, Justin Portelli, attested by me on 16/11/2022 2:28:03 PM Consent Authority: Bathurst City Council Date of endorsement: 16 November 2022 Subdivision Certificate number: 40-927-00116 File number: 575-17-30346			
Plans used in the preparation of survey/compilation DP1251155 DP1230408 DP1078107 DP1236023 DP1238941		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE QUACKA STREET, WRASSE STREET, DIAMONDBACK PARADE (NORTH STREET), MADUS STREET SPINNEY STREET, FEATHERTAIL AVENUE, BOAB STREET, THE EXPANSION OF GARGANEY PARADE SUBJECT TO EASEMENT FOR SERVICES / WIDE (DP1578882) & RIGHT OF ACCESS 7 WIDE (DP1178952) THE EXTENSION OF ABEEL ROAD, THE EXTENSION OF ORAH STREET AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.			
Surveyor's Reference: 20203-11		Signatures: Both end Section 885 Statements should appear on the following sheets			

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 21 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Registered: </div> <div>17/11/2022</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1272576</div> <div style="font-size: small;">           This sheet is for the provision of the following information as required:           <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 68(c) SR Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 68B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li> </ul> </div>	
<b>PLAN OF SUBDIVISION</b>  OF LOTS 7366 & 7367 DP1261155	<div style="font-size: small;">           Subdivision Certificate number: SC-22-00119            Date of Endorsement: 11/11/2022         </div>	
<p><b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:</b></p> <p><b>CREATE:</b></p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)</li> <li>2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2X)</li> <li>3. EASEMENT FOR ACCESS AND MAINTENANCE 1.5 WIDE (E21)</li> <li>4. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E21)</li> <li>5. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E24)</li> <li>6. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)</li> <li>7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E3)</li> <li>8. RESTRICTION ON THE USE OF LAND (R1)</li> <li>9. RESTRICTION ON THE USE OF LAND (R2)</li> <li>10. RESTRICTION ON THE USE OF LAND</li> <li>11. RESTRICTION ON THE USE OF LAND</li> <li>12. POSITIVE COVENANT</li> <li>13. RESTRICTION ON THE USE OF LAND</li> <li>14. RESTRICTION ON THE USE OF LAND</li> <li>15. RESTRICTION ON THE USE OF LAND</li> <li>16. RESTRICTION ON THE USE OF LAND</li> <li>17. RESTRICTION ON THE USE OF LAND</li> <li>18. RESTRICTION ON THE USE OF LAND</li> <li>19. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E30)</li> </ol>		
<div style="text-align: right; font-size: small;">             If space is insufficient use additional annexure sheet           </div>		
Surveyor's Reference: 25250-25		


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 21 sheet(s)
Registered:  17/11/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 7366 & 7387 DP1261155		<b>DP1272576</b>
Subdivision Certificate number: SC-22-00119 Date of Endorsement: 11/12/2022		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</li></ul>
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.</p> <p>Company name : WOORONG PARK PTY LTD</p> <p>Company ACN or ABN : 094 493 428</p> <p>Authority : section 127 of the Corporations Act 2001</p> <p>Signature : </p> <p>Name : GARRY ROTHWELL</p> <p>Position : Sole Director/Secretary</p>		
Surveyor's Reference: 20280-7C		



PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 21 sheet(s)						
Registered:  17/11/2022	Office Use Only	Office Use Only						
PLAN OF SUBDIVISION OF LOTS 7386 & 7387 DP:261155		<b>DP1272576</b>						
Subdivision Certificate number: SC-22-00119 Date of Endorsement: 16 November 2022								
<p>This sheet is for the provision of the following information as required.</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 50(2) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals - see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li></ul>								
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signatures appear below pursuant to the authority specified.</p> <p>Corporation name: MCH AGENCY SERVICES PTY LTD being the Mortgagee under Mortgage number AR 288328 &amp; AR 472522</p> <p>Company ACN: 636 392 928</p> <p>Authority: Section 127 of the Corporations Act 2001</p> <table><tbody><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Name: Graham McNamara</td><td>Name: Andrew Tremblin</td></tr><tr><td>Position: Director</td><td>Position: Director/Secretary</td></tr></tbody></table>			Signature: 	Signature: 	Name: Graham McNamara	Name: Andrew Tremblin	Position: Director	Position: Director/Secretary
Signature: 	Signature: 							
Name: Graham McNamara	Name: Andrew Tremblin							
Position: Director	Position: Director/Secretary							
<p>If space is insufficient use additional annexure sheet</p> <p>Surveyors Reference: 20260-7C</p>								

PLAN FORM 6 E (2020) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 21 sheet(s)

Registered:  17/11/2022 Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LGTS 7365 & 7367 DP1261155

DP1272576

Subdivision Certificate number: SD-22-50115

Date of Endorsement: 17/11/2022

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


- A schedule of lots and addresses - See 60(3) SR Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7701		17	NUMBAT	STREET	MELONBA
7702		15	NUMBAT	STREET	MELONBA
7703		13	NUMBAT	STREET	MELONBA
7704		11	NUMBAT	STREET	MELONBA
7705		9	NUMBAT	STREET	MELONBA
7706		7	NUMBAT	STREET	MELONBA
7707		5	NUMBAT	STREET	MELONBA
7708		3	NUMBAT	STREET	MELONBA
7709		32	DIAMONDBACK	PARADE	MELONBA
7710		34	DIAMONDBACK	PARADE	MELONBA
7711		36	DIAMONDBACK	PARADE	MELONBA
7712		38	DIAMONDBACK	PARADE	MELONBA
7713		12	MAZLS	STREET	MELONBA
7714		14	MAZLS	STREET	MELONBA
7715		16	MAZLS	STREET	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20280 7C

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 21 sheet(s)

Registered:  17/11/2022

Office Use Only

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PLAN OF SUBDIVISION

OF LOTS 7386 & 7387 DP1261155

DP1272576

Subdivision Certificate number: SC-22-00119

Date of Encroachment: 17/11/2022

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


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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7715		18	MAZUS	STREET	MELONBA
7717		20	MAZUS	STREET	MELONBA
7718		22	MAZUS	STREET	MELONBA
7719		24	MAZUS	STREET	MELONBA
7720		26	MAZUS	STREET	MELONBA
7721		28	MAZUS	STREET	MELONBA
7722		30	MAZUS	STREET	MELONBA
7723		32	MAZUS	STREET	MELONBA
7724		34	MAZUS	STREET	MELONBA
7725		36	MAZUS	STREET	MELONBA
7726		38	MAZUS	STREET	MELONBA
7727		40	MAZUS	STREET	MELONBA
7728		42	MAZUS	STREET	MELONBA
7729		44	MAZUS	STREET	MELONBA
7730		46	MAZUS	STREET	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20250-7C

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 21 sheet(s)

Registered:  17/11/2022 Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LOTS 7386 & 7387 DP7261155

DP1272576

Subdivision Certificate number SC-22-00-19

Date of Endorsement: 17/11/2022

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


- A schedule of lots and addresses - See 60(c) SS Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 185D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7711		35	MAZUS	STREET	MELONBA
7712		33	MAZUS	STREET	MELONBA
7713		31	MAZUS	STREET	MELONBA
7714		29	MAZUS	STREET	MELONBA
7715		27	MAZUS	STREET	MELONBA
7716		25	MAZUS	STREET	MELONBA
7717		23	MAZUS	STREET	MELONBA
7718		21	MAZUS	STREET	MELONBA
7719		19	MAZUS	STREET	MELONBA
7720		17	MAZUS	STREET	MELONBA
7721		15	MAZUS	STREET	MELONBA
7722		13	MAZUS	STREET	MELONBA
7723		11	MAZUS	STREET	MELONBA
7724		42	DIAMONDBACK	PARADE	MELONBA
7725		40	DIAMONDBACK	PARADE	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20260-70

**PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 8 of 21 sheet(s)

Registered:  17/11/2022 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION**

OF LOTS 7386 & 7387 DP1261155

**DP1272576**

Subdivision Certificate number: SC-22-00119

Date of Endorsement: 12/11/2022

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


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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7746		16	NUMBAT	STREET	MELBORA
7747		14	NUMBAT	STREET	MELBORA
7748		12	NUMBAT	STREET	MELBORA
7749		10	NUMBAT	STREET	MELBORA
7750		22	WRASSE	STREET	MELBORA
7751		20	WRASSE	STREET	MELBORA
7752		18	WRASSE	STREET	MELBORA
7753		16	WRASSE	STREET	MELBORA
7754		14	WRASSE	STREET	MELBORA
7755		12	WRASSE	STREET	MELBORA
7756		10	WRASSE	STREET	MELBORA
7757		8	WRASSE	STREET	MELBORA
7758		6	WRASSE	STREET	MELBORA
7759		4	WRASSE	STREET	MELBORA
7760		2	FEATHER OAK	AVENUE	MELBORA

If space is insufficient use additional annexure sheet

Surveyors Reference: 2326170

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 21 sheet(s)


<p><b>Registered:</b>  17/11/2022</p> <p><b>Office Use Only</b></p> <p><b>PLAN OF SUBDIVISION</b></p> <p>OF LOTS 7386 &amp; 7387 DP1261155</p> <p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p>	<p style="text-align: right;"><b>Office Use Only</b></p> <h1 style="text-align: center;">DP1272576</h1> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and register affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 135D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li> </ul>
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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7761		11	FEATHERTAIL	AVENUE	MELONBA
7762		13	FEATHERTAIL	AVENUE	MELONBA
7763		15	FEATHERTAIL	AVENUE	MELONBA
7764		1	QUICKKA	STREET	MELONBA
7765		5	QUICKKA	STREET	MELONBA
7766		7	QUICKKA	STREET	MELONBA
7767		9	QUICKKA	STREET	MELONBA
7768		11	QUICKKA	STREET	MELONBA
7769		13	QUICKKA	STREET	MELONBA
7770		15	QUICKKA	STREET	MELONBA
7771		17	QUICKKA	STREET	MELONBA
7772		19	QUICKKA	STREET	MELONBA
7773		21	QUICKKA	STREET	MELONBA
7774		8	NUMBAT	STREET	NR. ORBA
7775		6	NUMBAT	STREET	NR. ORBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2026070

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 10 of 21 sheet(s)

Registered:  17/11/2022 Office Use Only

Office Use Only

DP1272576

PLAN OF SUBDIVISION

CF LOTS 7386 & 7387 DP1261155

Subdivision Certificate number: SC-22 00119

Date of Endorsement: 17/11/2022


This sheet is for the provision of the following information, as required.

- A schedule of lots and addresses - See 60(3) SSF Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 56B Conveyancing Act 1919
- Signatures and seals- see 1950 Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7776		4	NUMBAT	STREET	MELONBA
7777		7	NUMBAT	STREET	MELONBA
7778		22	DIAMONDBACK	PARADE	MELONBA
7779		26	DIAMONDBACK	PARADE	MELONBA
7780		24	DIAMONDBACK	PARADE	MELONBA
7781		22	DIAMONDBACK	PARADE	MELONBA
7782		20	DIAMONDBACK	PARADE	MELONBA
7783		18	DIAMONDBACK	PARADE	MELONBA
7784		15	DIAMONDBACK	PARADE	MELONBA
7785		14	DIAMONDBACK	PARADE	MELONBA
7786		12	DIAMONDBACK	PARADE	MELONBA
7787		10	DIAMONDBACK	PARADE	MELONBA
7788		8	DIAMONDBACK	PARADE	MELONBA
7789		1	FEATHERTAIL	AVENUE	MELONBA
7790		3	FEATHERTAIL	AVENUE	MELONBA


If space is insufficient use additional annexure sheet

Surveyor's Reference: 20280-7C


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 11 of 21 sheet(s)																																																																																																		
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Subdivision Certificate number: 101 101 101 Date of Encroachment: 10/10/2022																																																																																																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Lot Number</th> <th style="width: 10%;">Sub-Address Number</th> <th style="width: 10%;">Address Number</th> <th style="width: 20%;">Road Name</th> <th style="width: 10%;">Road Type</th> <th style="width: 40%;">Locality Name</th> </tr> </thead> <tbody> <tr><td>7791</td><td></td><td>5</td><td>FEATHERTAIL</td><td>AVENUE</td><td>MELONBA</td></tr> <tr><td>7792</td><td></td><td>7</td><td>FEATHERTAIL</td><td>AVENUE</td><td>MELONBA</td></tr> <tr><td>7793</td><td></td><td>3</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7794</td><td></td><td>5</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7795</td><td></td><td>7</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7796</td><td></td><td>9</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7797</td><td></td><td>11</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7798</td><td></td><td>13</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7799</td><td></td><td>15</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7800</td><td></td><td>17</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7801</td><td></td><td>19</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7802</td><td></td><td>21</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7803</td><td></td><td>23</td><td>WRASSE</td><td>STREET</td><td>MELONBA</td></tr> <tr><td>7804</td><td></td><td>25</td><td>FEATHERTAIL</td><td>AVENUE</td><td>MELONBA</td></tr> <tr><td>7805</td><td></td><td>27</td><td>FEATHERTAIL</td><td>AVENUE</td><td>MELONBA</td></tr> </tbody> </table>						Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	7791		5	FEATHERTAIL	AVENUE	MELONBA	7792		7	FEATHERTAIL	AVENUE	MELONBA	7793		3	WRASSE	STREET	MELONBA	7794		5	WRASSE	STREET	MELONBA	7795		7	WRASSE	STREET	MELONBA	7796		9	WRASSE	STREET	MELONBA	7797		11	WRASSE	STREET	MELONBA	7798		13	WRASSE	STREET	MELONBA	7799		15	WRASSE	STREET	MELONBA	7800		17	WRASSE	STREET	MELONBA	7801		19	WRASSE	STREET	MELONBA	7802		21	WRASSE	STREET	MELONBA	7803		23	WRASSE	STREET	MELONBA	7804		25	FEATHERTAIL	AVENUE	MELONBA	7805		27	FEATHERTAIL	AVENUE	MELONBA
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name																																																																																																
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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 12 of 21 sheet(s)																																																																																																	
Registered:  17/11/2022		Office Use Only		Office Use Only																																																																																																	
PLAN OF SUBDIVISION OF LOTS 7386 & 7387 DP1231155			DP1272576																																																																																																		
Subdivision Certificate number: 1231155			<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(4) SS (Regulation 2017)</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 155C Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>																																																																																																		
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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 13 of 21 sheet(s)																																																																																																
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
PLAN FORM 6 E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 14 of 21 sheet(s)


Registered:  17/11/2022	Office Use Only	DP1272576
Office Use Only		
PLAN OF SUBDIVISION OF LOTS 7386 & 7387 DP1261155		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 50(c) SS/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 of the administration sheets.
Subdivision Certificate number: 241/2022 Date of Endorsement: 17/11/2022		


Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7836		26	DIAMONDBACK	PARADE	MELONRA
7837		8	SPINIFEX	STREET	MELONRA
7838		6	SPINIFEX	STREET	MELONRA
7839		4	SPINIFEX	STREET	MELONRA
7840		2	SPINIFEX	STREET	MELONRA
7841		360	ABELL	ROAD	MELONRA
7842		358	ABELL	ROAD	MELONRA
7843		356	ABELL	ROAD	MELONRA
7844		354	ABELL	ROAD	MELONRA
7845		352	ABELL	ROAD	MELONRA
7846		350	ABELL	ROAD	MELONRA
7847		348	ABELL	ROAD	MELONRA
7848		346	ABELL	ROAD	MELONRA
7849		344	ABELL	ROAD	MELONRA
7850		342	ABELL	ROAD	MELONRA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20260.70

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 15 of 21 sheet(s)		
<b>Registered:</b>  17/11/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOTS 7386 & 7387 DP 261155			<h1 style="margin: 0;">DP1272576</h1>		
Subdivision Certificate number: ..... Date of Endorsement: .....			This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(1) of the Registrar-General Act 2017</li> <li>Statements of intention to create and remove attaching interests in accordance with section 889 of the Conveyancing Act 1919</li> <li>Signatures and seals - see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li> </ul>		
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7351		360	ABELL	ROAD	MELBORA
7352		1	FLAMETREE	DRIVE	MELBORA
7353		7	SPINIFEX	STREET	MELBORA
7354		3	SPINIFEX	STREET	MELBORA
7355		1	SPINIFEX	STREET	MELBORA
7356		1	SPINIFEX	STREET	MELBORA
7357		366	ABELL	ROAD	MELBORA
7358		368	ABELL	ROAD	MELBORA
7359		370	ABELL	ROAD	MELBORA
7360		372	ABELL	ROAD	MELBORA
7361		374	ABELL	ROAD	MELBORA
7362		376	ABELL	ROAD	MELBORA
7363		378	ABELL	ROAD	MELBORA
7364		2	MAZUS	STREET	MELBORA
7365		4	MAZUS	STREET	MELBORA
If space is insufficient, use additional annexure sheet					
Surveyor's Reference: 20260-70					


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 16 of 21 sheet(s)																																																																																																		
Registered:	 17/11/2022	Office Use Only	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1272576</div> <div style="font-size: 0.8em;">Office Use Only</div>																																																																																																		
<b>PLAN OF SUBDIVISION</b> OF LOTS 7385 & 7387 DP1261155			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SD 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.																																																																																																		
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7670		39	DIAMONDBACK	PARADE	MELONBA																																																																																																
7671		37	DIAMONDBACK	PARADE	MELONBA																																																																																																
7672		35	DIAMONDBACK	PARADE	MELONBA																																																																																																
7673		33	DIAMONDBACK	PARADE	MELONBA																																																																																																
7674		31	DIAMONDBACK	PARADE	MELONBA																																																																																																
7675		437	ABELL	ROAD	MELONBA																																																																																																
7676		439	ABELL	ROAD	MELONBA																																																																																																
7677		441	ABELL	ROAD	MELONBA																																																																																																
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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 17 of 24 sheet(s)		
Registered:	 <div style="display: inline-block; vertical-align: middle;"> 17/11/2022  Office Use Only </div>	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1272576</div> <div style="font-size: 0.8em;"> This sheet is for the provision of the following information as required:  • A schedule of lots and addresses - See 60(c) SD Regulation 2017  • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  • Signatures and seals - see 195L Conveyancing Act 1919  • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>			
<b>PLAN OF SUBDIVISION</b> OF LOTS 7386 & 7387 DP126155		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SD Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195L 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: 17/11/2022					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7881		449	ABELL	ROAD	MELONBA
7882		451	ABELL	ROAD	MELONBA
7883		453	ABELL	ROAD	MELONBA
7884		455	ABELL	ROAD	MELONBA
7885		457	ABELL	ROAD	MELONBA
7886		459	ABELL	ROAD	MELONBA
7887		461	ABELL	ROAD	MELONBA
7888		463	ABELL	ROAD	MELONBA
7889		1	BOAG	STREET	MELONBA
7890		3	BOAG	STREET	MELONBA
7891		5	BOAG	STREET	MELONBA
7892		7	BOAG	STREET	MELONBA
7893		66	OPAH	STREET	MELONBA
7894		64	OPAH	STREET	MELONBA
7895		62	OPAH	STREET	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20250-rc

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 18 of 21 sheet(s)


Registered:  17/11/2022 PLAN OF SUBDIVISION OF LOTS 7386 & 7387 DP261155 Subdivision Certificate number: Date of Endorsement:	<div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1272576</div> <div style="text-align: right;">Office Use Only</div> <div style="font-size: 0.8em;">         This sheet is for the provision of the following information as required:         <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(2) SR Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals - see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets</li> </ul> </div>
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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7896		60	OPAH	STREET	MELONBA
7897		58	OPAH	STREET	MELONBA
7898		56	OPAH	STREET	MELONBA
7899		54	OPAH	STREET	MELONBA
7900		52	OPAH	STREET	MELONBA
7901		50	OPAH	STREET	MELONBA
7902		48	OPAH	STREET	MELONBA
7903		46	OPAH	STREET	MELONBA
7904		44	OPAH	STREET	MELONBA
7905		42	OPAH	STREET	MELONBA
7906		40	OPAH	STREET	MELONBA
7907		2	ROAD	STREET	MELONBA
7908		4	ROAD	STREET	MELONBA
7909		41	OPAH	STREET	MELONBA
7910		43	OPAH	STREET	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20263-7C

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 10 of 21 sheet(s)

Registered:  17/11/2022 Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LOTS 7386 & 7367 DP261155

DP1272576

Subdivision Certificate number: 1272576

Date of Endorsement: 17/11/2022


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 50(5) SSI Regulation 26(7)
  - Statements of intention to create and release affecting interests in accordance with section 52(3) Conveyancing Act 1919
  - Signatures and seals - see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Lot Number	Block Address Number	Address Number	Road Name	Road Type	Locality Name
7911		45	OPAH	STREET	MELONBA
7912		47	OPAH	STREET	MELONBA
7913		49	OPAH	STREET	MELONBA
7914		51	OPAH	STREET	MELONBA
7915		53	OPAH	STREET	MELONBA
7916		55	OPAH	STREET	MELONBA
7917		57	OPAH	STREET	MELONBA
7918		59	OPAH	STREET	MELONBA
7919		61	OPAH	STREET	MELONBA
7920		63	OPAH	STREET	MELONBA
7921		65	OPAH	STREET	MELONBA
7922		67	OPAH	STREET	MELONBA
7923		69	OPAH	STREET	MELONBA
7924		7	BOAR	STREET	MELONBA
7925		11	BOAR	STREET	MELONBA

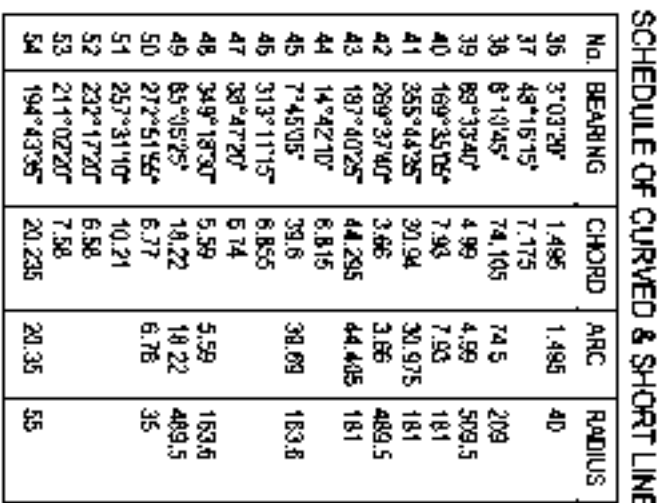
If space is insufficient use additional annexure sheet

Surveyor's Reference: 20260-70



PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 20 of 21 sheet(s)																																																																																																	
<b>Registered:</b>  17/11/2022		<b>Office Use Only</b>		<b>Office Use Only</b>																																																																																																	
<b>PLAN OF SUBDIVISION</b> OF LOTS 7386 & 7387 DP261155				<h1 style="margin: 0;">DP1272576</h1>																																																																																																	
Subdivision Certificate number: SC-22-00116 Date of Endorsement: 17/11/2022				This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) SR Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals - see 195C Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>																																																																																																	
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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 21 of 21 sheet(s)																																				
Registered:  17/11/2022			Office Use Only		Office Use Only																																					
<b>PLAN OF SUBDIVISION</b> OF LOTS 7386 & 7367 DP261155			<h1 style="margin: 0;">DP1272576</h1>																																							
Subdivision Certificate number: SC-72-00119 Date of Endorsement: 11/11/2022			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 155D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																							
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<div style="text-align: right; margin-right: 50px;">If space is insufficient use additional annexure sheet</div>																																										
Surveyor's Reference: 70260-70																																										



No	Beam	Chord	Asc.	Radius
1	11°2'6"0"	38.72	39.1	60.96
2	89°25'55"	27.41	28.38	22.94
3	11°1'7"0"	22.815	23.22	35.96
4	179°4'16'S	43.65	43.68	226.4
5	182°2'13"0"	10.89	10.89	276.4
6	191°59'00"	10.01	10.01	226.4
7	194°7'13"0"	10	10.31	226.4
8	197°05'10"	10.31	10.31	226.4
9	204°2'05"	10.305	10.82	275.4
10	356°35'00"	7.065	7.075	40
11	274°27'15"	8.695	8.665	55

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1230408 AND LOT 5290 D.P. 123023

L.C.A: BLACKTOWN  
Locality: MELONBA  
Reduction Ratio: 1 600

REGISTERED  
8/07/2022

DP1261155



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



M.G.A.  
SCIMS

SCHEDULE of CURVED BOUNDARIES

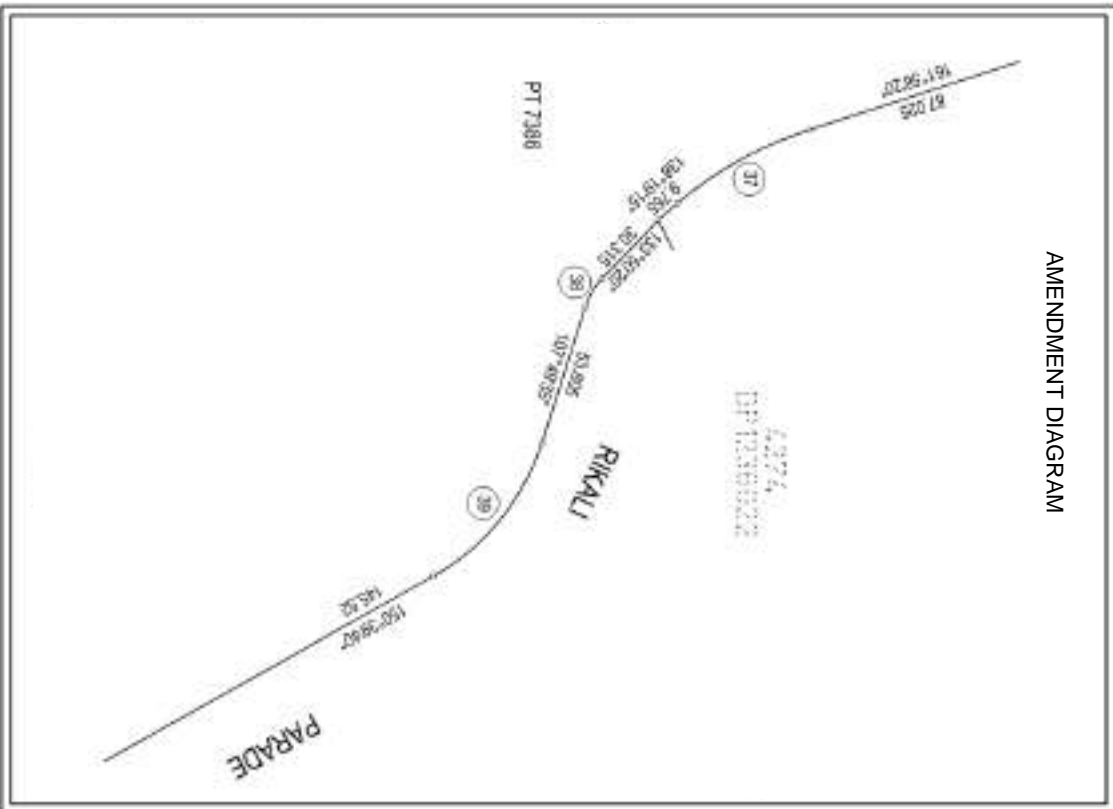
No	Bearing	Chord	ARC	Radius
1	90° 10' 00"	5.085	5.085	424.5
2	3° 03' 20"	1.495	1.495	40
3	91° 17' 55"	11.915	11.915	424.5
4	195° 54' 30"	0.28	0.28	449.6
5	195° 59' 15"	14.155	14.155	449.6
6	270° 55' 25"	15.805	15.805	418.5
29	17° 59' 30"	10.255	10.255	401
30	147° 06' 30"	45.82	45.84	467
31	355° 55' 00"	7.065	7.075	40

SCHEDULE of LINES

No	Bearing	Distance	No	Bearing	Distance
7	144° 07' 00"	8.12	18	315° 59' 05"	6.8
8	44° 16' 15"	7.115	19	195° 55' 30"	6.71
9	4° 07' 40"	8.015	20	233° 23' 00"	8.045
10	46° 59' 05"	7.33	21	142° 27' 30"	7.945
11	316° 58' 05"	6.8	22	4° 07' 40"	7.97
12	195° 55' 30"	6.71	23	45° 59' 05"	7.33
13	233° 23' 00"	8.045	24	269° 54' 30"	6.74
14	144° 07' 00"	8.045	25	315° 14' 15"	6.96
15	269° 54' 30"	7.115	26	184° 07' 40"	6.76
16	4° 07' 40"	8.015	27	225° 59' 05"	7.33
17	46° 59' 05"	7.33	28	135° 59' 05"	6.8

- (E1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (E3) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (E4) EASEMENT FOR ACCESS AND MAINTENANCE 2.75 WIDE
- (R1) RESTRICTION ON THE USE OF LAND
- (R2) RESTRICTION ON THE USE OF LAND

AMENDMENT DIAGRAM



SEE SHEET  
FIVE

7387



SURVEYOR  
Name: Peter Robert Warrack  
Date: 21st February, 2022  
Reference: 202607A

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1261155 AND LOT 5290 D.P. 126023

L.C.A: BLACKTOWN  
Locality: MELONBA  
Reduction Ratio: 1:800  
Lengths are in metres

RECEIVED  
8/07/2022

DP1261155

SCHEDULE OF CURVED BOUNDARIES

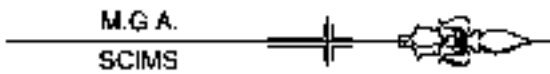
No	Bearing	Chord	Arc	Radius
1	18°58'15"	12.335	12.34	188.5
2	15°08'05"	10.22	10.22	168.5
3	11°40'40"	10.11	10.11	168.5
4	8°15'10"	10.04	10.04	168.5
5	5°20'10"	9.95	9.95	168.5
6	180°52'20"	10.175	10.175	168.5
7	180°25'00"	12.665	12.665	168.5
8	180°48'20"	12.615	12.615	168.5
9	180°21'00"	10.23	10.23	168.5
10	91°00'20"	8.45	8.45	168.5
11	93°53'50"	12.535	12.54	168.5
12	96°56'30"	9.565	9.565	168.5
13	278°08'50"	0.8	0.8	168.5
14	275°46'40"	15.075	15.07	168.5
15	271°41'25"	12.385	12.385	168.5
16	181°43'50"	10.185	10.185	168.5
17	180°11'15"	12.5	12.5	168.5
18	178°41'30"	12.5	12.5	168.5
19	177°16'00"	9.845	9.845	168.5
20	90°21'40"	15.55	15.55	168.5
21	93°48'25"	11.035	11.04	168.5
22	98°40'45"	11.085	11.1	168.5
23	105°24'00"	11.085	11.085	168.5
24	111°30'30"	11.3	11.305	168.5
25	115°13'00"	2.67	2.67	168.5
26	208°33'25"	2.1	2.1	168.5
27	207°37'20"	10.55	10.55	168.5
28	204°19'35"	10.685	10.685	168.5
29	201°00'15"	10.685	10.685	168.5
30	201°00'15"	11.185	11.185	168.5
31	22°41'30"	11.185	11.185	168.5
32	25°22'40"	11.185	11.185	168.5
33	28°03'20"	11.315	11.315	168.5
34	29°39'55"	2.1	2.1	168.5
35	193°40'55"	10.685	10.685	168.5
36	194°21'55"	10.685	10.685	168.5
37	191°02'20"	10.685	10.685	168.5
38	187°56'55"	9.2	9.2	168.5
39	185°19'25"	7.705	7.705	168.5
40	4°33'45"	3.57	3.57	168.5
41	6°28'40"	12.5	12.5	168.5
42	9°18'40"	11.185	11.185	168.5
43	11°56'15"	11.185	11.185	168.5
44	14°35'45"	11.185	11.185	168.5
45	17°00'20"	11.185	11.185	168.5
46	193°01'20"	116.815	116.8	168.5
47	14°06'50"	45.82	45.84	168.5
48	3°31'30"	126.355	126.755	168.5

SEE SHEET 7 FOR REFERENCE MARKS SCHEDULE  
SEE SHEET 7 FOR COORDINATE SCHEDULE  
SEE SHEET 7 FOR PM CONNECTIONS SCHEDULE

SEE SHEET FIVE

7387

(E1) EASEMENT TO DRAIN WATER 1.5 WIDE  
(E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
(E3) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
(E4) EASEMENT FOR ACCESS AND MAINTENANCE 1.5 WIDE  
(E5) RIGHT OF ACCESS OVER WHOLE LOT



SEE SHEET FIVE

SCHEDULE OF LINES

No	Bearing	Distance
35	60°05'00"	7.88
36	4°01'40"	2.885
37	316°58'06"	6.8
38	280°50'25"	7.77
39	133°36'40"	6.72
40	89°30'30"	1.685
41	90°13'30"	2.94
42	72°58'15"	7.315
43	268°30'30"	3.515
44	226°18'10"	7.245
45	133°04'55"	7.285
46	115°55'30"	5.285
47	72°58'15"	7.315
48	162°55'55"	6.42
49	209°55'00"	7.9
50	27°37'10"	2.665
51	201°00'15"	7.44
52	197°40'20"	2.465
53	204°19'35"	5.05
54	201°00'15"	4.85
55	204°19'35"	7.24
56	29°35'00"	7.9
57	27°37'10"	9.175
58	226°38'05"	7.33
59	316°58'06"	6.8

SURVEYOR  
Name: Peter Robert Wainwright  
Date: 21st February, 2022  
Reference: 202803A

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1261155 AND LOT 5290 D.P. 126023

L.G.A: BLACKTOWN  
Locality: MELONBA  
Reduction Ratio: 1:800  
Lengths are in metres



DP1261155



SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Ac	Radius
1	256°28'55"	1.37	1.37	92
2	281°09'37"	13.02	13.025	92
3	282°54'55"	13.02	13.024	92
4	274°41'55"	13.235	13.245	92
5	270°41'00"	1.205	1.205	92
6	91°27'05"	4.945	4.945	98
7	90°41'40"	11.15	11.16	98
8	103°57'40"	11.15	11.16	98
9	111°08'35"	10.895	10.905	98
10	115°18'37"	1.895	1.895	98
11	281°44'40"	10.485	10.505	72
12	282°30'05"	12.705	12.725	72
13	273°38'25"	9.54	9.55	72
14	130°31'55"	22.32	22.325	72

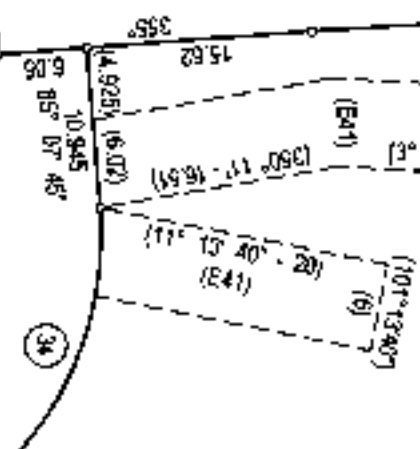
M.G.A  
SCIMS

- (E1) EASEMENT TO DRAIN WATER 1.5 WIDE  
(E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
(E3) EASEMENT FOR PUMP/OUT SITUATION 2.75 WIDE  
(R1) RESTRICTION ON THE USE OF LAND  
(R2) RESTRICTION ON THE USE OF LAND  
(E4) EASEMENT TO DRAIN WATER (OVER WHOLE LOT)  
(E5) RIGHT OF ACCESS (OVER WHOLE LOT)  
(E41) EASEMENT TO DRAIN WATER 6 WIDE  
(E41) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)  
(E41) BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)

SEE DIAGRAM SIX  
ON SHEET SIX

PT 7386

FIVE



No	Bearing	Distance
14	72°55'15"	7.315
15	347°55'15"	6.82
16	34°56'55"	0.665
17	222°47'45"	6.815
18	132°47'45"	7.32
19	89°50'30"	6.2
20	288°50'30"	6.52
21	288°58'00"	4.1
22	347°55'15"	6.82
23	28°55'00"	7.53
24	115°55'30"	1.795
25	111°44'40"	6.48
26	255°55'30"	1.795
27	102°30'05"	7.805
28	92°50'10"	7.46
29	271°33'30"	3.56
30	222°47'45"	6.815
31	72°55'15"	7.315
32	133°04'55"	7.285
33	176°11'40"	6.385



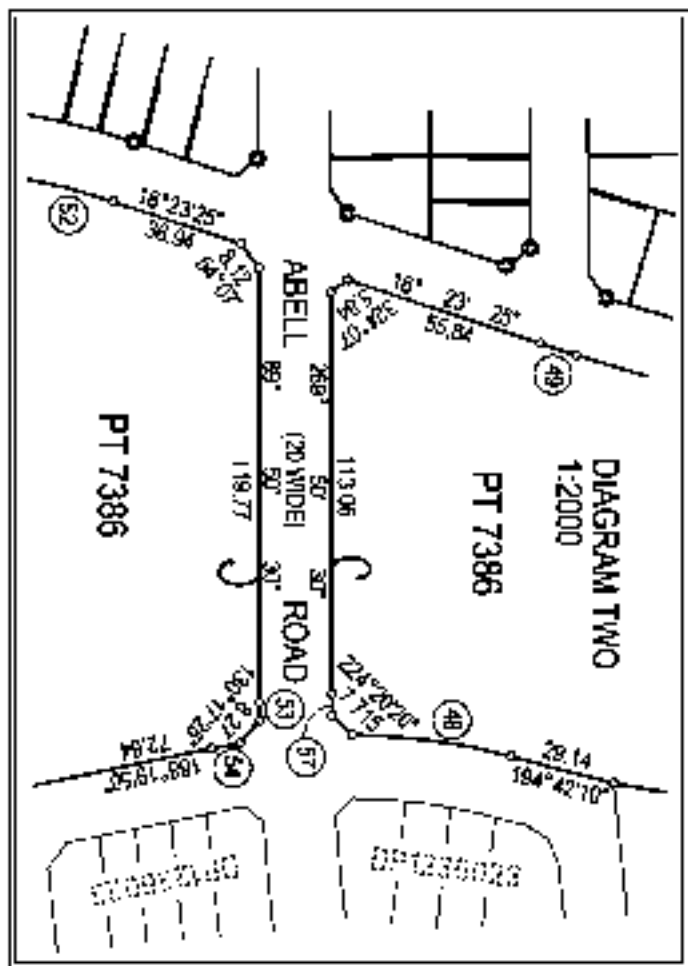
SURVEYOR  
Name: Peter Scott Wainwright  
Date: 7th February, 2022.  
Reference: 202807A

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1230408 AND LOT 5290 D.P. 1236023

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

REGISTERED  
8/07/2022

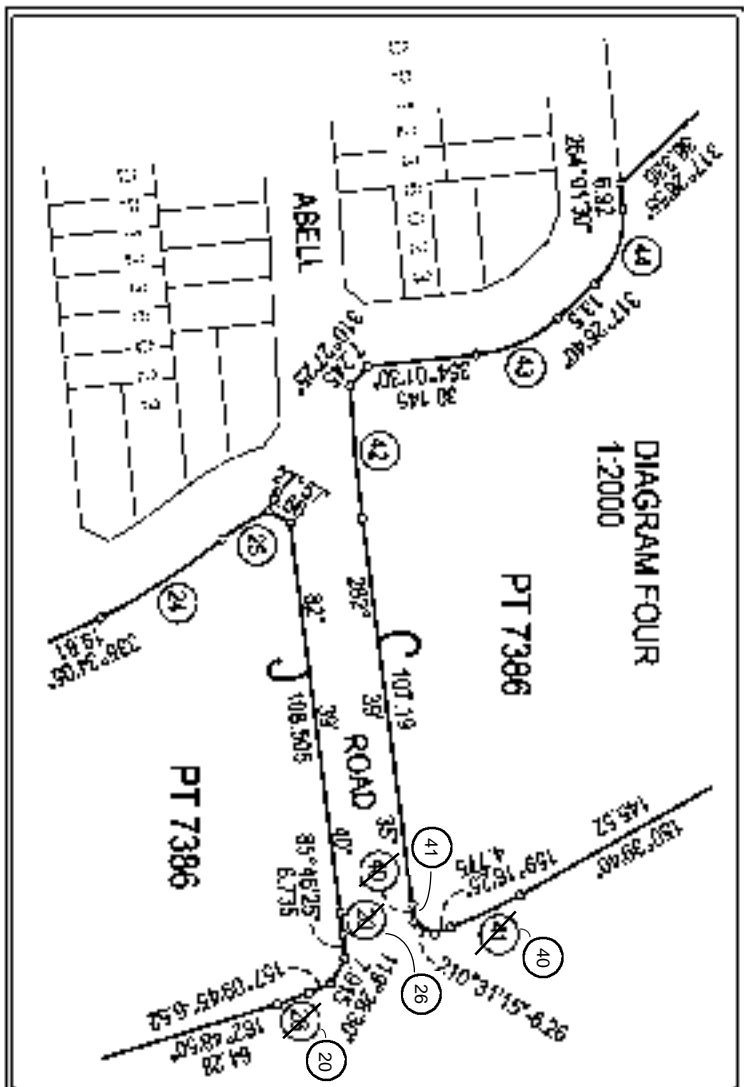
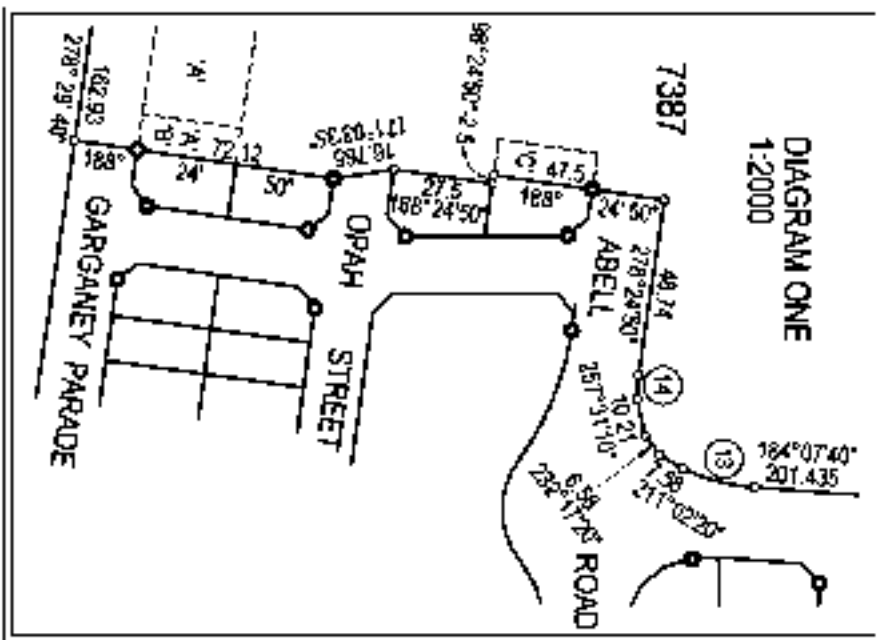
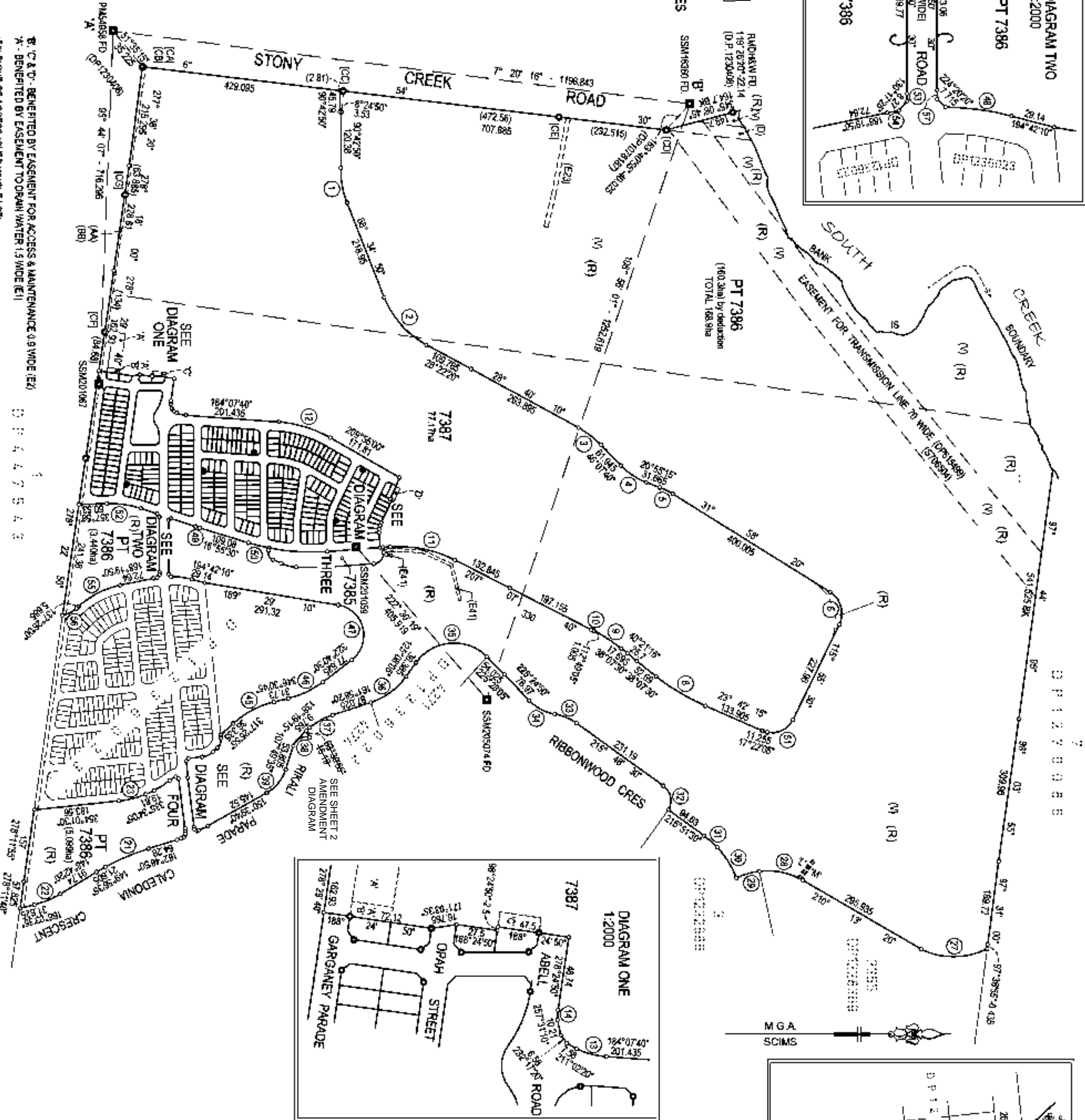
DP1261155



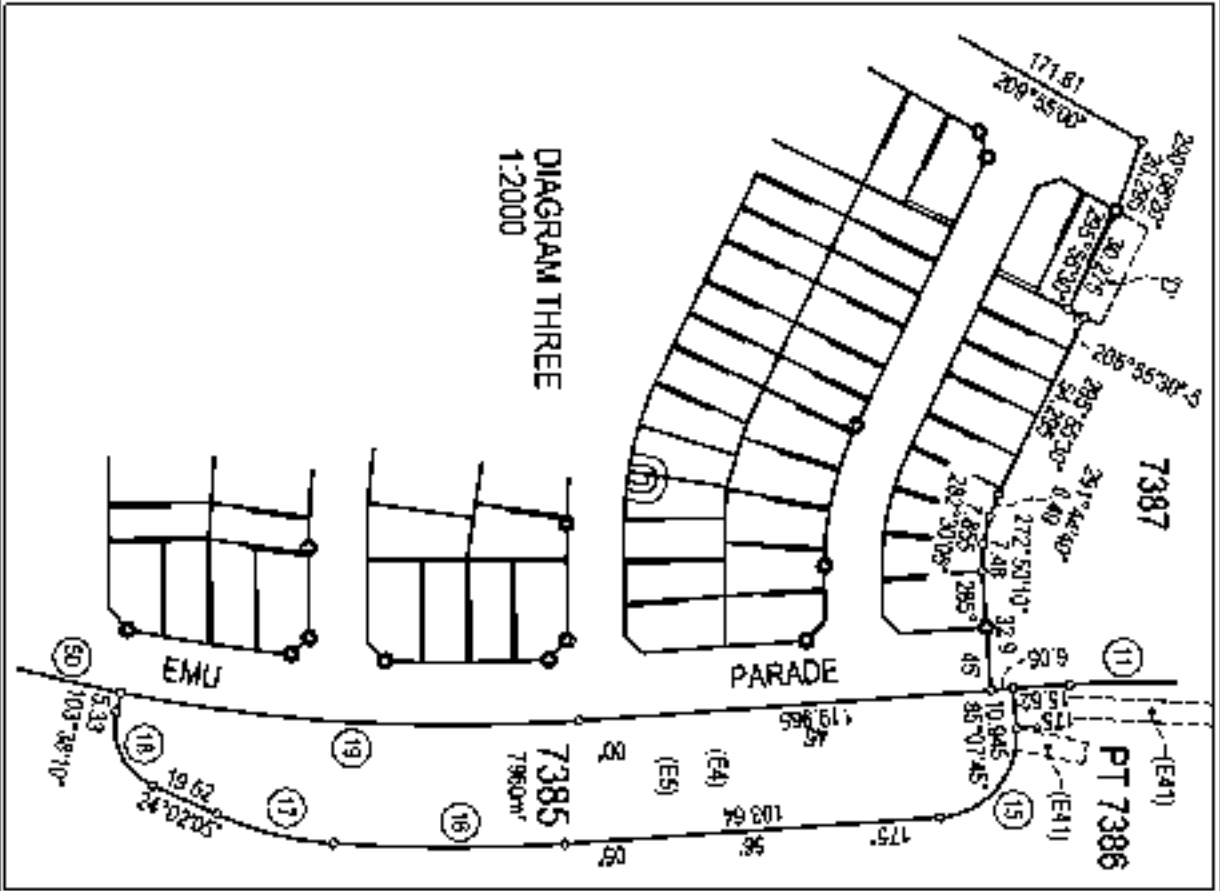
*AMENDED SCHEDULE OF CURVED BOUNDARIES				
No	Bearing	Chord	Ac	Radius
38	120°49'55"	12.56	12.665	27.3

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Ac	Radius
1	73°39'07"	76.4	76.673	189
2	49°28'20"	136.83	136.83	189
3	37°23'55"	61.01	61.245	201
4	33°31'23"	66.025	66.655	149
5	26°26'45"	31.005	31.065	161
6	73°56'55"	72.71	78.71	54.4
7	169°48'55"	70.715	78.135	51
8	210°54'50"	124.235	124.635	495
9	213°03'25"	70.665	70.745	400
10	207°33'55"	8.1	8.1	398
11	191°28'20"	142.24	144.03	263
12	197°01'20"	115.815	116.8	259.5
13	194°42'35"	20.235	20.36	95
14	172°31'55"	6.77	6.78	35
15	130°31'55"	32.52	35.97	22.685
16	180°07'35"	63.785	63.825	500.54
17	194°16'00"	32.995	33.18	90.645
18	243°50'10"	22.615	24.545	17.665
19	31°31'30"	126.355	126.755	467
20	169°59'20"	9.105	9.11	92.35
21	166°59'55"	101.265	101.46	489.75
22	167°22'55"	40.425	40.665	200.25
23	346°08'15"	59.805	59.885	216.985
24	328°59'05"	40.245	40.315	183.55
25	329°14'25"	14.67	14.72	50.8
26	82°19'45"	5.885	5.885	503.5
27	179°27'45"	141.98	147.105	149.415
28	191°38'00"	95.285	96.99	189.915
29	163°42'35"	51.66	51.88	158.81
30	239°00'00"	78.17	78.885	197.915
31	221°25'00"	38.045	38.085	207.3
32	258°12'30"	53.135	58.315	38.4
33	202°40'45"	50.425	50.67	111
34	207°58'55"	62.605	63.685	99
35	175°18'05"	153.585	175.115	100
36	143°33'10"	94.79	96.445	160
37	161°04'45"	56.695	57.035	150
38	162°29'35"	18.72	18.72	27.3
39	129°14'35"	64.815	66.25	81.75
40	154°50'05"	21.115	21.135	140.8
41	162°21'30"	5.13	5.13	469.5
42	264°40'10"	36.61	36.615	469.5
43	335°44'05"	24.73	25.155	38.4
44	280°44'05"	22.895	23.215	24.9
45	331°58'50"	89.515	100.69	188.3
46	334°35'30"	83.26	83.865	201.625
47	256°04'50"	122.33	154.835	66.65
48	167°40'25"	44.285	44.405	161
49	17°39'30"	10.265	10.265	401
50	14°06'30"	46.82	46.84	467
51	333°28'45"	42.17	46.855	51
52	8°10'45"	24.105	24.5	209
53	89°33'40"	7.93	4.99	509.5
54	169°33'05"	7.93	7.93	181
55	162°52'55"	101.755	102.965	181
56	153°57'55"	33.575	34.045	59
57	269°37'40"	3.66	3.66	469.5



- (D) LANE EXCLUDES MINERALS SEE VOL 2242 FOL 183
- (M) RESERVATIONS AND CONDITIONS IN THE CROWN GRANTS
- (U) EASEMENT FOR SEWERAGE PURPOSES 3' WIDE (DP1236023)
- (V) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 2' WIDE (DP1236023)
- (W) EASEMENT FOR OVERHEAD POWER LINES 9' WIDE (DP1236023)
- (X) EASEMENT FOR SERVICES 7' WIDE (DP1178882)
- (Y) RIGHT OF ACCESS 7' WIDE (DP1178882)
- (Z) RESTRICTION ON THE USE OF LAND (NO. 17) (DP1236023)



SEE SHEET 7 FOR REFERENCE MARKS SCHEDULE  
SEE SHEET 7 FOR COORDINATE SCHEDULE  
SEE SHEET 7 FOR PM CONNECTIONS SCHEDULE

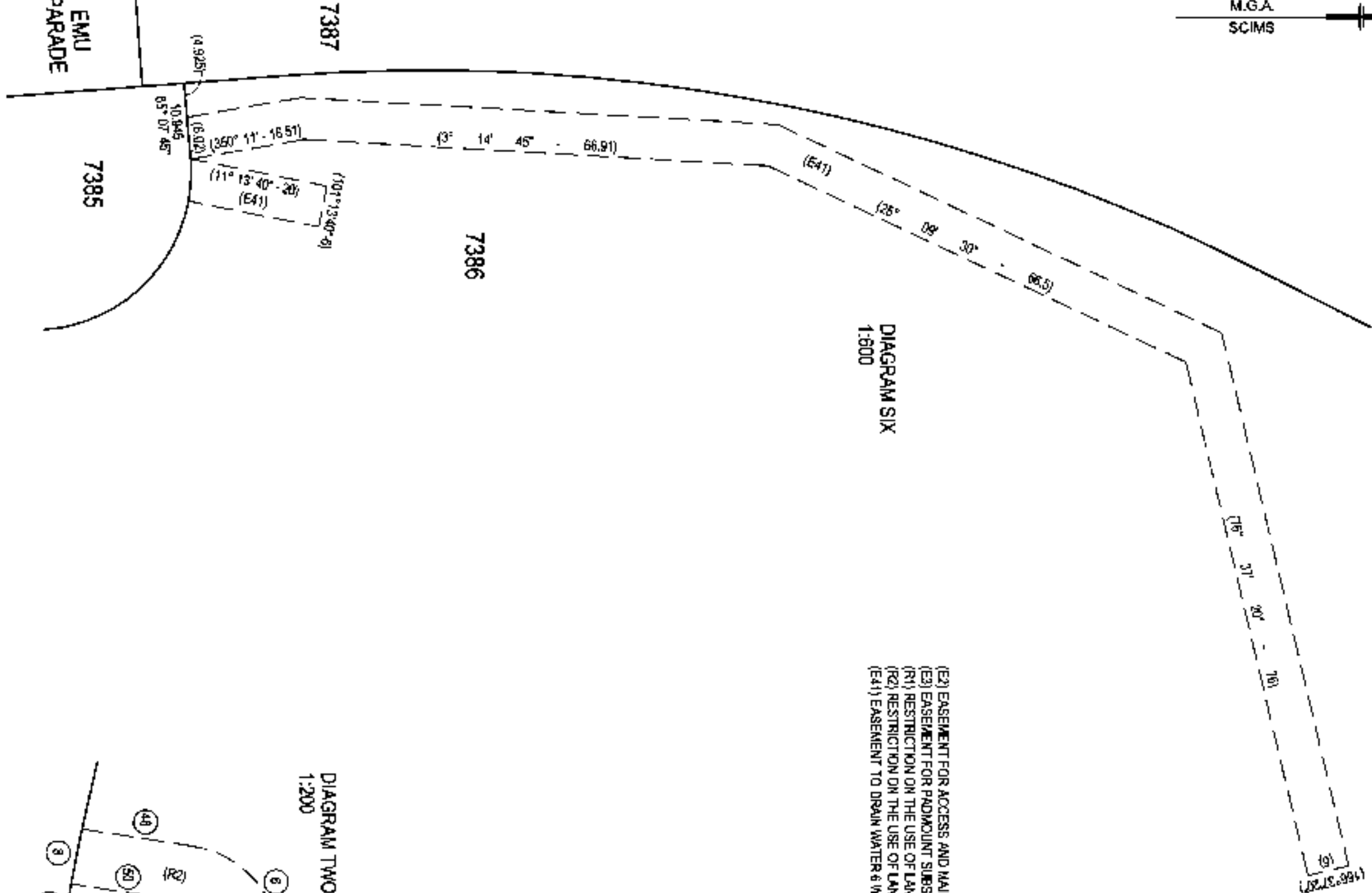
SURVEYOR  
Name: Peter Scott Wainwright  
Date: 21st February, 2022  
Reference: 202807A

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1236048 AND LOT 5290 D.P. 1236023

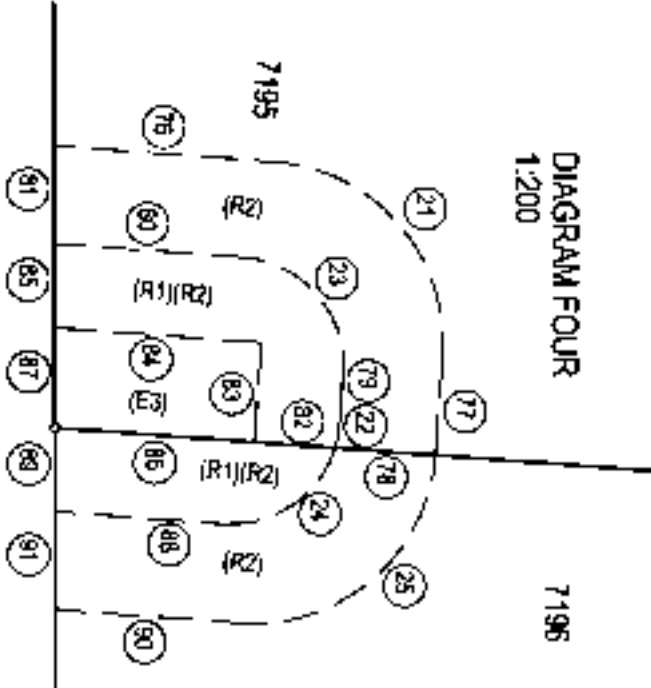
L.G.A: BLACKTOWN  
Locality: MELONBA  
Reduction Ratio: 1:6600  
Lengths are in metres

REGISTERED  
8/07/2022

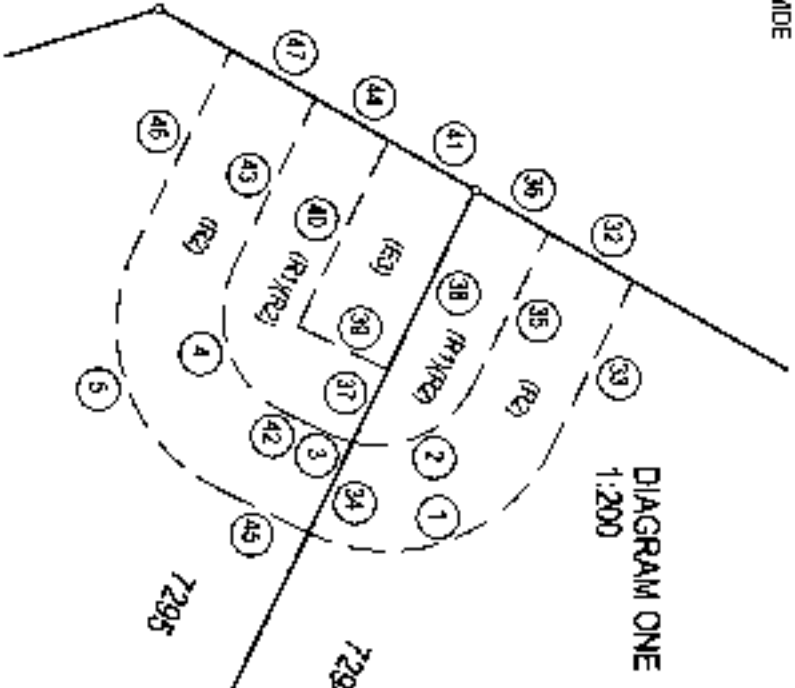
DP1261155



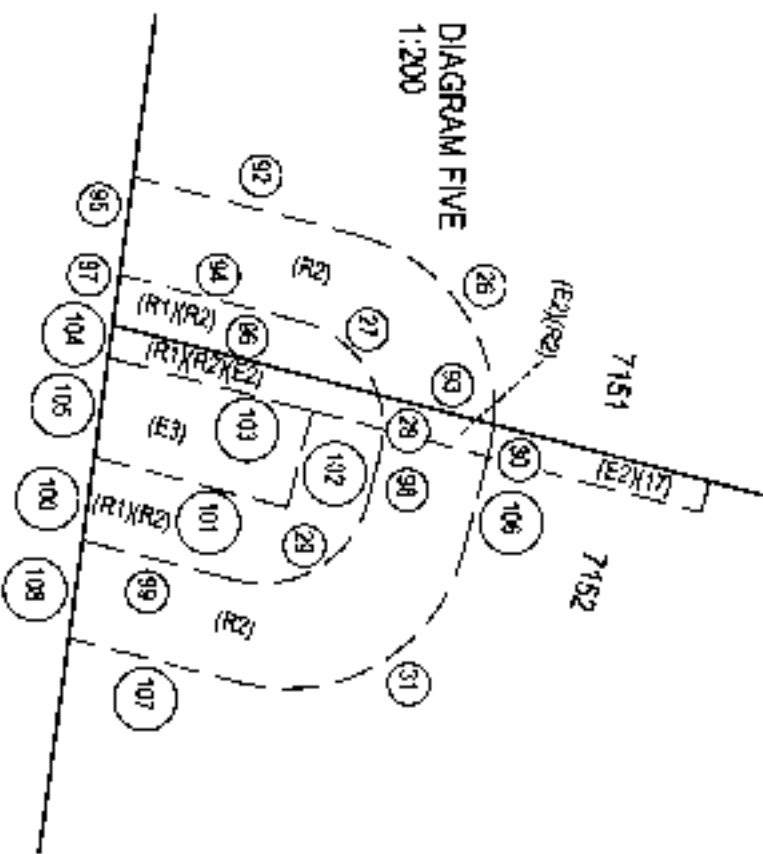
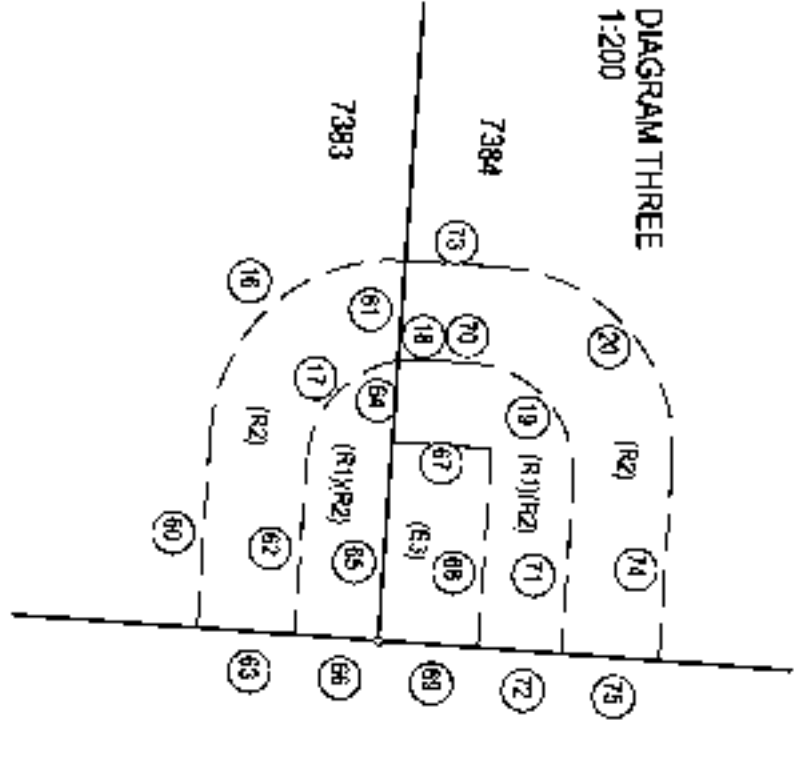
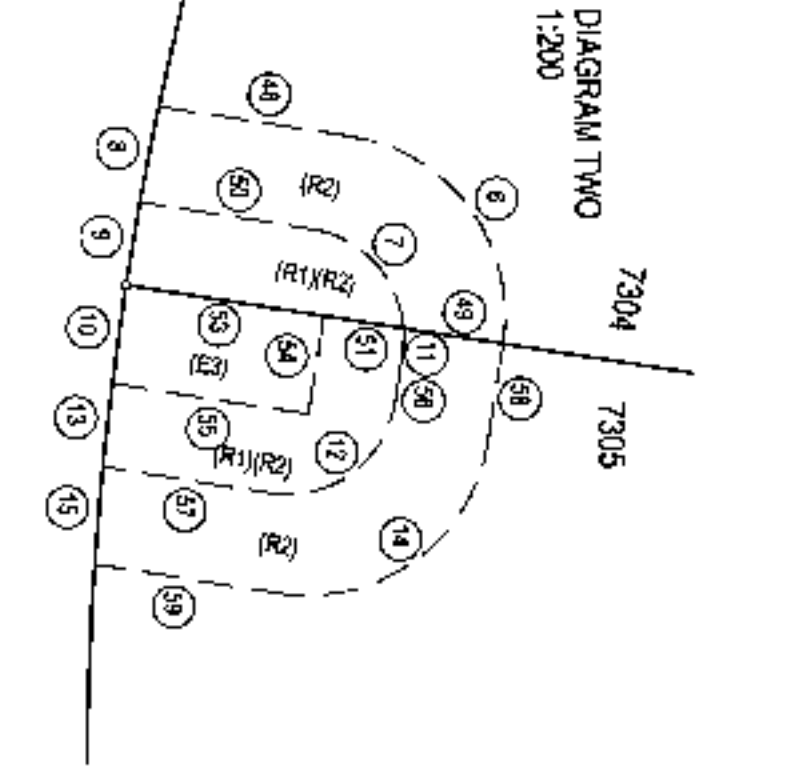
(E2) EASEMENT FOR ACCESS AND MAINTENANCE 3.8 WIDE  
(E3) EASEMENT FOR POUNDING STATION 2.75 WIDE  
(R1) RESTRICTION ON THE USE OF LAND  
(R2) RESTRICTION ON THE USE OF LAND  
(E41) EASEMENT TO DRAIN WATER 6 WIDE



No	Bearing	Dist	Area	Radius
1	180° 53' 30"	7.07	7.855	5
2	334° 16' 30"	3.725	4.015	3
3	188° 16' 40"	0.885	0.885	3
4	250° 53' 30"	4.245	4.71	3
5	250° 53' 30"	7.07	7.855	5
6	63° 30' 25"	3.725	4.015	3
7	227° 11' 30"	2.89	2.89	32
8	281° 07' 00"	2.31	2.31	32
9	277° 59' 20"	2.75	2.75	32
10	277° 59' 20"	0.695	0.695	3
11	92° 11' 30"	4.245	4.71	3
12	143° 50' 25"	2.31	2.31	32
13	278° 24' 25"	7.07	7.855	5
14	143° 50' 25"	2.895	2.895	32
15	274° 50' 50"	7.07	7.855	5
16	318° 58' 10"	3.725	4.015	3
17	132° 19' 15"	0.885	0.885	3
18	357° 19' 15"	4.245	4.71	3
19	48° 58' 10"	7.07	7.855	5
20	48° 58' 10"	7.07	7.855	5
21	48° 07' 40"	0.695	0.695	3
22	280° 46' 35"	4.245	4.71	3
23	228° 07' 40"	3.725	4.015	3
24	145° 46' 35"	5.725	4.015	3
25	138° 07' 40"	7.07	7.855	5
26	54° 28' 05"	5.405	5.35	3
27	223° 30' 15"	2.9	3.025	3
28	88° 30' 15"	1.885	1.88	3
29	149° 37' 10"	4.245	4.71	3
30	98° 28' 05"	0.885	0.885	3
31	149° 37' 10"	7.07	7.855	5



No	Bearing	Distance	No	Bearing	Distance
32	29° 56' 00"	2.895	71	53° 54' 10"	4.81
33	118° 53' 30"	5.15	72	183° 58' 10"	2.31
34	115° 53' 30"	2.77	73	3° 58' 10"	2.75
35	118° 53' 30"	4.65	74	93° 58' 10"	5.5
36	28° 54' 15"	2.315	75	183° 58' 10"	2.89
37	115° 53' 30"	2.23	76	4° 07' 40"	6.065
38	115° 53' 30"	5.5	77	94° 07' 40"	2.75
39	25° 53' 30"	2.75	78	4° 07' 40"	2.77
40	115° 53' 30"	5.89	79	94° 07' 40"	4.37
41	28° 53' 30"	2.785	80	4° 07' 40"	5.19
42	25° 53' 30"	1.37	81	268° 54' 30"	2.2
43	118° 53' 30"	5.165	82	4° 07' 40"	2.23
44	29° 56' 00"	2.315	83	94° 07' 40"	2.75
45	205° 58' 30"	2.75	84	4° 07' 40"	5.71
46	295° 55' 30"	6.94	85	289° 50' 30"	2.215
47	29° 56' 00"	2.895	86	4° 07' 40"	5.5
48	8° 50' 25"	5.365	87	268° 47' 40"	2.75
49	8° 50' 25"	2.77	88	4° 07' 40"	4.64
50	8° 50' 25"	4.78	89	268° 53' 30"	2.015
51	8° 50' 25"	2.23	90	184° 07' 40"	5.13
52	8° 50' 25"	5.5	91	268° 54' 30"	2.7
53	8° 50' 25"	5.5	92	14° 37' 10"	6.41
54	98° 50' 25"	2.75	93	14° 37' 10"	3.78
55	8° 50' 25"	5.46	94	14° 37' 10"	5.195
56	98° 50' 25"	1.37	95	277° 54' 30"	2.72
57	8° 50' 25"	4.67	96	14° 37' 10"	7.865
58	98° 50' 25"	2.75	97	277° 54' 30"	1.41
59	184° 50' 25"	5.715	98	104° 53' 10"	1.35
60	273° 58' 10"	5.5	99	14° 37' 10"	4.33
61	93° 58' 10"	2.77	100	277° 54' 30"	2.215
62	93° 58' 10"	4.81	101	14° 37' 10"	5.5
63	183° 58' 10"	2.89	102	284° 37' 10"	2.75
64	93° 58' 10"	2.23	103	194° 37' 10"	5.825
65	93° 58' 10"	5.5	104	277° 54' 30"	0.905
66	183° 58' 10"	2.31	105	97° 54' 30"	2.77
67	3° 58' 10"	2.75	106	104° 53' 10"	2.75
68	93° 58' 10"	5.5	107	194° 37' 10"	4.61
69	183° 58' 10"	2.75	108	277° 54' 30"	2.72
70	3° 58' 10"	1.37			



SURVEYOR  
Name: Peter Robert Wainwright  
Date: 7th February, 2022.  
Reference: 202803A

PLAN OF SUBDIVISION OF LOT 3  
D.P. 1261155 AND LOT 5290 D.P. 1236023

L.G.A: BLACKTOWN  
Locality: MELONBA  
Reduction Ratio: 1 AS SHOWN  
Lengths are in metres



DP1261155



REFERENCE MARKS

No	Beating	Distance	Description	No	Beating	Distance	Description
A	9°22'25"	3.38	RMDH&W	AO	182°37'20"	12.82	RMDH&W
A	7°07'55"	12.625	RMDH&W	AP	277°08'10"	3.415	RMS&SM201071
B	20°40'15"	3.48	RMDH&W	AQ	95°34'15"	4.615	RMDH&W
B	21°12'20"	12.95	RMDH&W	AR	94°37'25"	16.05	RMDH&W
C	8°43'45"	3.365	RMDH&W	AS	87°03'50"	4.955	RMDH&W
C	6°52'55"	12.615	RMDH&W	AT	125°03'45"	18.785	RMS&SM201082
D	6°33'45"	3.21	RMDH&W	AS	165°51'25"	3.435	RMDH&W
D	39°22'20"	14.535	RMS&SM201067	AS	177°17'40"	12.84	RMDH&W
E	335°06'10"	3.48	RMDH&W	AT	279°51'30"	3.4	RMDH&W
E	332°37'30"	13.11	RMDH&W	AT	264°37'15"	12.775	RMDH&W
F	265°09'00"	3.41	RMDH&W	AU	185°08'50"	3.39	RMDH&W
F	271°50'45"	12.58	RMDH&W	AU	167°10'55"	14.48	RMS&SM201072
G	284°31'20"	3.38	RMDH&W	AV	182°00'45"	3.315	RMDH&W
G	278°51'25"	12.57	RMDH&W	AV	184°42'45"	12.54	RMDH&W
H	181°04'40"	3.38	RMDH&W	AV	184°16'40"	3.365	RMDH&W
H	177°04'30"	3.32	RMDH&W	AV	181°58'15"	12.54	RMDH&W
I	180°04'00"	16.745	RMS&SM201066	AX	286°44'15"	3.42	RMDH&W
I	161°26'10"	3.34	RMDH&W	AY	282°04'00"	12.585	RMDH&W
J	185°39'45"	12.57	RMDH&W	AY	305°58'05"	13.925	RMS&SM201055
K	188°33'00"	3.35	RMDH&W	AZ	285°15'00"	3.39	RMDH&W
K	190°07'45"	14.15	RMS&SM201068	AZ	233°08'35"	18.935	RMS&SM201057
L	185°02'45"	3.315	RMDH&W	BA	184°50'55"	3.28	RMDH&W
L	185°30'55"	12.665	RMDH&W	BA	188°04'35"	12.735	RMDH&W
M	251°37'40"	3.525	RMDH&W	BB	270°28'25"	3.585	RMDH&W
M	254°29'15"	12.645	RMDH&W	BB	271°53'30"	12.555	RMDH&W
N	249°08'05"	3.535	RMS&SM201051	BC	192°28'35"	3.435	RMDH&W
N	310°06'35"	16.98	RMS&SM201051	BC	182°32'15"	12.545	RMDH&W
O	275°27'35"	3.35	RMDH&W	BD	185°38'30"	3.385	RMDH&W
O	271°48'10"	12.75	RMS&SM201052	BD	187°31'50"	12.545	RMDH&W
P	287°25'35"	3.42	RMDH&W	BE	192°40'25"	3.34	RMDH&W
P	281°51'10"	12.855	RMDH&W	BE	194°14'25"	14.89	RMDH&W
Q	225°13'50"	4.545	RMDH&W	BF	332°16'55"	4.025	RMS&SM201073
Q	215°53'35"	18.825	RMS&SM201053	BF	288°58'15"	12.83	RMDH&W
R	195°06'00"	3.39	RMDH&W	BG	92°08'25"	4.835	RMDH&W
R	182°15'45"	3.815	RMDH&W	BG	93°54'25"	16.05	RMDH&W
S	182°14'00"	15.81	RMS&SM201069	BH	109°40'10"	4.8	RMDH&W
S	167°44'00"	15.81	RMDH&W	BI	121°37'40"	16.08	RMDH&W
T	307°20'00"	3.315	RMDH&W	BI	121°29'20"	16.08	RMDH&W
T	309°40'40"	12.8	RMDH&W	BJ	113°54'25"	4.86	RMDH&W
U	305°35'55"	3.365	RMDH&W	BJ	125°45'50"	17.905	RMS&SM201051
U	305°43'30"	12.875	RMDH&W	BK	205°12'55"	3.31	RMDH&W
V	350°27'35"	16.115	RMDH&W	BK	205°34'35"	3.35	RMDH&W
V	358°02'30"	15.945	RMDH&W	BL	205°36'35"	3.35	RMDH&W
W	203°26'55"	4.335	RMDH&W	BL	247°47'45"	16.81	RMS&SM201074
W	165°15'20"	3.94	RMDH&W	BM	330°42'20"	12.71	RMDH&W
X	147°13'15"	20.25	RMS&SM201065	BM	291°39'45"	12.71	RMDH&W
Y	135°31'10"	6.2	RMDH&W	BN	205°19'20"	12.53	RMDH&W
Y	170°12'45"	15.855	RMDH&W	BO	179°23'30"	3.355	RMDH&W
Z	264°01'55"	3.37	RMDH&W	BO	178°40'40"	12.655	RMDH&W
Z	277°40'55"	12.945	RMDH&W	BP	185°05'05"	3.37	RMDH&W
AA	271°18'30"	3.35	RMDH&W	BP	180°34'55"	12.72	RMDH&W
AA	270°37'40"	12.575	RMDH&W	BQ	330°28'15"	7.715	RMDH&W
AB	37°25'50"	4.305	RMDH&W	BQ	295°33'20"	14.955	RMS&SM201068
AB	48°24'00"	12.115	RMDH&W	BR	263°46'20"	3.33	RMDH&W
AC	105°08'40"	4.955	RMDH&W	BR	270°23'00"	12.87	RMS&SM201059
AC	38°55'55"	16.145	RMS&SM201063	BS	302°30'20"	4.25	RMDH&W
AD	180°42'15"	3.37	RMDH&W	BS	285°53'05"	12.57	RMDH&W
AD	179°54'55"	12.8	RMDH&W	BT	205°48'35"	3.78	RMDH&W
AE	152°09'45"	3.455	RMDH&W	BT	187°38'30"	12.855	RMDH&W
AE	162°23'40"	12.54	RMDH&W	BU	199°30'15"	3.34	RMDH&W
AF	182°20'35"	3.425	RMS&SM201078	BU	203°43'20"	12.55	RMDH&W
AG	272°20'15"	3.35	RMDH&W	BV	203°13'15"	3.355	RMDH&W
AG	271°48'15"	12.845	RMDH&W	BV	205°07'45"	12.585	RMDH&W
AH	179°44'00"	3.375	RMDH&W	BW	120°36'40"	4.83	RMDH&W
AH	179°10'25"	12.535	RMDH&W	BW	132°51'30"	16.515	RMS&SM201060
AI	180°22'55"	12.53	RMDH&W	BX	115°36'45"	4.83	RMDH&W
AI	180°52'35"	3.315	RMDH&W	BX	118°02'30"	16.05	RMDH&W
AJ	285°57'55"	18.31	RMS&SM201054	BY	252°58'45"	3.6	RMDH&W
AJ	289°08'15"	18.31	RMS&SM201054	BY	287°47'15"	12.83	RMDH&W
AK	285°53'20"	3.35	RMDH&W	BZ	274°34'00"	3.44	RMDH&W
AK	287°41'10"	12.565	RMDH&W	CA	97°30'00"	0.455	RMS&SM201055
AL	277°46'55"	4.615	RMDH&W	CA	97°20'25"	0.735	RMS&SM201055
AM	183°05'55"	3.38	RMS&SM201055	CC	105°17'05"	28.4	RMS&SM201055
AM	185°40'25"	12.565	RMDH&W	CD	110°53'45"	14.355	RMS&SM201055
AN	177°55'55"	3.355	RMDH&W	CE	95°54'55"	26.5	RMS&SM201055
AN	180°19'00"	12.545	RMDH&W	CF	188°23'40"	1.105	RMS&SM201055
AO	178°27'05"	3.355	RMDH&W	CG	188°18'00"	5.85	RMS&SM201055

COORDINATE SCHEDULE

Mark	EASTING	NORTHING	CLASS	PU	METHOD	ORIGIN	STATE	Mark	EASTING	NORTHING	CLASS	PU	METHOD	ORIGIN	STATE
SSM16390 B	294644.203	6269769.013	B	N/A	From SCIMS	MGA2020	Found	SSM201061	296565.575	6269660.673	N/A	N/A	Cadastral Trav	MGA2020	Placed
PM54545 A	294655.072	6268579.853	B	N/A	From SCIMS	MGA2020	Found	SSM201062	296481.229	6269860.286	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM200387	295311	6268446	U	N/A	From SCIMS	MGA2020	Found	SSM201063	296481.241	6269736.021	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM200388	295539	6268566	U	N/A	From SCIMS	MGA2020	Found	SSM201064	296481.503	6269857.613	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM200390	295539	6268574	U	N/A	From SCIMS	MGA2020	Found	SSM201065	296420.228	6269861.589	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201051	295656.889	6268456.453	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201066	296401.556	6269508.970	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201052	295652.190	6268553.511	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201067	296407.782	6269508.970	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201053	295674.503	6268553.359	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201068	296555.439	6269570.230	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201054	295708.533	6268716.425	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201069	296554.335	6269570.230	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201055	295731.339	6268667.757	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201070	296554.335	6269570.230	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201056	295754.155	6268667.757	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201071	296554.335	6269570.230	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201057	295754.155	6268667.757	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201072	296570.961	6269668.524	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201058	295763.422	6268631.446	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201073	296581.823	6269665.754	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201059	295758.786	6268903.185	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM201074	296633.544	6269637.980	N/A	N/A	Cadastral Trav	MGA2020	Placed
SSM201060	295553.898	6269172.103	N/A	N/A	Cadastral Trav	MGA2020	Placed	SSM2005074	296333.154	6269382.517	N/A	N/A	From SCIMS	MGA2020	Found


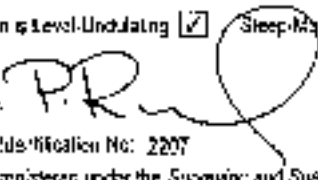
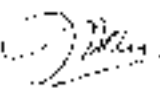
Date 02-02-2022


Scale 1:1000025

GDA2020 Zone 56

SCHEDULE OF PM LINES

Mark	Survey	Mark	Survey	Mark	Survey	Mark	Survey
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SSM16390	SSM201067	SSM201068	SSM201069	SSM201070	SSM201071	SSM201072	SSM201073
SSM16390	SSM201068	SSM201069	SSM201070	SSM201071	SSM201072	SSM201073	SSM201074
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SSM16390	SSM201071	SSM201072	SSM201073	SSM201074	SSM201075	SSM201076	SSM201077
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SSM16390	SSM201181</						

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 23 sheet(s)
<p>Registered:  8/07/2022</p> <p>Title System: <b>TORRENS</b></p> <p>PLAN OF SUBDIVISION</p> <p>OF LOT 3 DP1230409 AND LOT 5290 DP1236023</p>		<p>Office Use Only</p> <p><b>DP1261155</b></p> <p>LSGA: BLACKTOWN</p> <p>Locality: MELONBA</p> <p>Parish: ROSTY HILL</p> <p>County: CUMBERLAND</p>
<p><b>Survey Certificate</b></p> <p>I, <b>PETER ROBERT WARWICK</b>          of <b>VINCE MORGAN SURVEYORS PTY LTD</b>          a surveyor registered under the Surveying and Spatial Information Act 2009, certify that:</p> <p>(a) Survey:</p> <p>(b) The part of the land shown in the plan, excluding lot 7267, was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 21-Feb-2022. The part not surveyed was completed in accordance with that Regulation.</p> <p>(c) Completion</p> <p>Datum Line: A - B</p> <p>Type Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p>The terrain is Level/Undulating <input checked="" type="checkbox"/> Steep/Undulating <input type="checkbox"/></p> <p>Signature:  Date: 21-Feb-2022</p> <p>Surveyor Identification No: 2207</p> <p>Surveyor registered under the Surveying and Spatial Information Act 2009</p>		<p><b>Greenlands NSW Western Lands Office Approval</b></p> <p>I, <b>Judith Perrelli</b>, 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>Full Name: _____</p> <p>Office: _____</p>
<p><b>Subdivision Certificate</b></p> <p>I, <b>Judith Perrelli</b>, Authorised Person, certify that the provisions of section 5.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  I declare, signature of me, Judith Perrelli, attested by me on 4/07/2022 1:08:37 PM</p> <p>Consent Authority: <b>Blacktown City Council</b></p> <p>Date of endorsement: <b>4 July 2022</b></p> <p>Subdivision Certificate number: <b>SC-22-00030</b></p> <p>File number: <b>SPP-17-00046</b></p>		
<p>Plans used in the preparation of survey/completion</p> <p>DP1230409</p> <p>DP1235033</p>		<p>Statements of intention to dedicate public roads, or sole public reserves and drainage reserves, acquire reserve land</p> <p>IT IS INTENDED TO DEDICATE GARGAWAY PARADE, OPAN STREET, EMU PARADE, PLAMETREE DRIVE, LACEWING STREET, CASSOWARY STREET, PLAMIRAGE STREET, DINNARI STREET, MONTEFALCO STREET, POTODOO STREET, WIRRAW STREET, JUNGUCK STREET, MUMONG STREET THE EXTENSION OF ABELL ROAD AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>
<p>Surveyor's Reference: 20260-7A</p>		<p>Signatures, Seals and Section 88E Statements should appear on the following sheet(s)</p>


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 23 sheet(s)
Registered:  8/07/2022	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230405 AND LOT 5250 DP1236023		<b>DP1261155</b>
Subdivision Certificate number: SC-22-00033 Date of Endorsement: 4 JULY 2022		
		<p>This sheet is for the provision of the following information as required.</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See B3(c) SS' Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals - see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:</p> <p>CREATE:</p> <ol style="list-style-type: none"><li>1. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E2)</li><li>2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (F21)</li><li>3. EASEMENT FOR ACCESS AND MAINTENANCE 1.5 WIDE (E22)</li><li>4. EASEMENT TO DRAIN WATER 1.5 WIDE (E1)</li><li>5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E3)</li><li>6. RESTRICTION ON THE USE OF LAND (R1)</li><li>7. RESTRICTION ON THE USE OF LAND (R2)</li><li>8. RESTRICTION ON THE USE OF LAND</li><li>9. RESTRICTION ON THE USE OF LAND</li><li>10. POSITIVE COVENANT</li><li>11. RESTRICTION ON THE USE OF LAND</li><li>12. RESTRICTION ON THE USE OF LAND</li><li>13. RESTRICTION ON THE USE OF LAND</li><li>14. RESTRICTION ON THE USE OF LAND</li><li>15. RESTRICTION ON THE USE OF LAND</li><li>16. EASEMENT TO DRAIN WATER ( OVER WHOLE LOT ) (E4)</li><li>17. RIGHT OF ACCESS (OVER WHOLE LOT ) (E5)</li><li>18. RESTRICTION ON THE USE OF LAND</li><li>19. EASEMENT TO DRAIN WATER 6 WIDE (E41)</li></ol>		
If space is insufficient use additional annexure sheet.		
Surveyors Reference: 20260-7A		

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 3 of 23 sheet(s)		
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230406 AND LOT 5296 DP1236023			<h1 style="margin: 0;">DP1261155</h1>		
Subdivision Certificate number SC-22-00030 Date of enforcement: 4 July 2022			This sheet is for the provision of the following information as required. • A schedule of lots and addresses - See 60(6) S&I Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88(2) Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7100		N/A	ABELL	ROAD	MELONBA
7101		435	ABELL	ROAD	MELONBA
7102		35	OPAH	STREET	MELONBA
7103		36	OPAH	STREET	MELONBA
7104		54	DARGANEY	PAPADE	MELONBA
7105		57	OPAH	STREET	MELONBA
7106		35	OPAH	STREET	MELONBA
7107		33	OPAH	STREET	MELONBA
7108		31	OPAH	STREET	MELONBA
7109		29	OPAH	STREET	MELONBA
7110		27	OPAH	STREET	MELONBA
7111		25	OPAH	STREET	MELONBA
7112		23	OPAH	STREET	MELONBA
7113		21	OPAH	STREET	MELONBA
7114		19	OPAH	STREET	MELONBA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20250-7A

PLAN FORM E\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 23 sheet(s)

Registered:  8/07/2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LOT 3 DP1230408 AND LOT 5290 DP1230023

DP1261155

Subdivision Certificate number: SC-22-00030


Date of Endorsement: 4 July 2022

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Registrar 2017
  - Statements of intention to create and release affecting interests in accordance with section 83D Conveyancing Act 1919
  - Signatures and seals - see 135D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7115		17	OPAH	STREET	MELONBA
7116		15	OPAH	STREET	MELONBA
7117		13	OPAH	STREET	MELONBA
7118		11	OPAH	STREET	MELONBA
7119		9	OPAH	STREET	MELONBA
7120		7	OPAH	STREET	MELONBA
7121		5	OPAH	STREET	MELONBA
7122		3	OPAH	STREET	MELONBA
7123		1	OPAH	STREET	MELONBA
7124		16	GARGANEY	PARADE	MELONBA
7125		15	GARGANEY	PARADE	MELONBA
7126		20	GARGANEY	PARADE	MELONBA
7127		22	GARGANEY	PARADE	MELONBA
7128		24	GARGANEY	PARADE	MELONBA
7129		26	GARGANEY	PARADE	MELONBA


If space is insufficient use additional annexure sheet.

Surveyor's Reference: 20220-7A

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 5 of 23 sheet(s)		
Registered:  8/07/2022		Office Use Only			
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230406 AND LOT 5290 DP1236023		DP1261155			
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 80(c) SS 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 parcel of sheet 1 of the administration sheets.			
Lot Number	Sub-Address Number	Address Number	Road Name	Deal Type	Locality Name
7130		28	GARGANEY	PARADE	MELONBA
7131		30	GARGANEY	PARADE	MELONBA
7132		32	GARGANEY	PARADE	MELONBA
7133		34	GARGANEY	PARADE	MELONBA
7134		36	GARGANEY	PARADE	MELONBA
7135		38	GARGANEY	PARADE	MELONBA
7136		40	GARGANEY	PARADE	MELONBA
7137		42	GARGANEY	PARADE	MELONBA
7138		44	GARGANEY	PARADE	MELONBA
7139		46	GARGANEY	PARADE	MELONBA
7140		48	GARGANEY	PARADE	MELONBA
7141		50	GARGANEY	PARADE	MELONBA
7142		52	GARGANEY	PARADE	MELONBA
7143		1	MUMONG	STREET	MELONBA
7144		3	MUMONG	STREET	MELONBA


If space is insufficient use additional annexure sheet.

Surveyor's Reference: 20260-7A


PLAN FORM 6_E {2020} DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 6 of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 3 DP1230408 AND LOT 5290 DP*236023				DP1261155	
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022				This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(r) SSI Regulation 26/17 • Statements of intention to create and release affecting interests in accordance with section 88G Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7145		5	MUMONG	STREET	MELONBA
7145		7	MUMONG	STREET	MELONBA
7147		9	MUMONG	STREET	MELONBA
7148		10	OPAH	STREET	MELONBA
7149		8	OPAH	STREET	MELONBA
7150		6	OPAH	STREET	MELONBA
7151		4	OPAH	STREET	MELONBA
7152		12	GARGANEY	PARADE	MELONBA
7153		10	GARGANEY	PARADE	MELONBA
7154		8	GARGANEY	PARADE	MELONBA
7155		6	GARGANEY	PARADE	MELONBA
7156		4	GARGANEY	PARADE	MELONBA
7157		2	GARGANEY	PARADE	MELONBA
7158		419	ABELL	ROAD	MELONBA
7159		421	ABELL	ROAD	MELONBA

If space is insufficient use additional enclosure sheet

Surveyor's Reference: 20260-7A

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 7 of 23 sheet(s)		
Registered:  8/07/2022		<div style="display: flex; justify-content: space-between;"> <span>Office Use Only</span> <span>Office Use Only</span> </div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 10px;">DP1261155</div>			
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230408 AND LOT 5293 DP1236323		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(1) of the Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 85B Conveyancing Act 1919 • Signatures and seals- see 195C Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets			
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7160		423	ABELL	ROAD	MELONBA
7161		426	ABELL	ROAD	MELONBA
7162		427	ABELL	ROAD	MELONBA
7163		2	FLANETREE	DRIVE	MELONBA
7164		334	ABELL	ROAD	MELONBA
7165		332	ABELL	ROAD	MELONBA
7166		330	ABELL	ROAD	MELONBA
7167		328	ABELL	ROAD	MELONBA
7168		326	ABELL	ROAD	MELONBA
7169		324	ABELL	ROAD	MELONBA
7170		322	ABELL	ROAD	MELONBA
7171		320	ABELL	ROAD	MELONBA
7172		318	ABELL	ROAD	MELONBA
7173		316	ABELL	ROAD	MELONBA
7174		314	ABELL	ROAD	MELONBA
If space is insufficient use additional procedure sheet					
Surveyor's Reference: 20260-7A					




PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 5 of 22 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230406 AND LOT 590 DP1235823				DP1261155	
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022				This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7175		312	ABELL	ROAD	MELBORA
7176		313	ABELL	ROAD	MELBORA
7177		1	CASSOWARY	STREET	MELBORA
7178		3	CASSOWARY	STREET	MELBORA
7179		5	CASSOWARY	STREET	MELBORA
7180		7	CASSOWARY	STREET	MELBORA
7181		9	CASSOWARY	STREET	MELBORA
7182		11	CASSOWARY	STREET	MELBORA
7183		13	CASSOWARY	STREET	MELBORA
7184		15	CASSOWARY	STREET	MELBORA
7185		17	CASSOWARY	STREET	MELBORA
7186		19	CASSOWARY	STREET	MELBORA
7187		21	CASSOWARY	STREET	MELBORA
7188		23	CASSOWARY	STREET	MELBORA
7189		25	CASSOWARY	STREET	MELBORA

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 20260-7A

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 9 of 23 sheet(s)
Registered:		Office Use Only 8/07/2022		Office Use Only  <b>DP1261155</b>		
PLAN OF SUBDIVISION OF LOT 3 DP1236468 AND LOT 5230 DP1236023				This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 50(1) SR Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 28B Conveyancing Act 1919</li> <li>Signatures and seals - see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
Subdivision Certificate number SC 22-00030 Date of Endorsement 4 July 2022						
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	
7190		27	CASSOWARY	STREET	MELBOURNE	
7191		29	CASSOWARY	STREET	MELBOURNE	
7192		5	PLANIGALE	STREET	MELBOURNE	
7193		5	PLANIGALE	STREET	MELBOURNE	
7194		4	PLANIGALE	STREET	MELBOURNE	
7195		2	PLANIGALE	STREET	MELBOURNE	
7196		16	CASSOWARY	STREET	MELBOURNE	
7197		14	CASSOWARY	STREET	MELBOURNE	
7198		12	CASSOWARY	STREET	MELBOURNE	
7199		10	CASSOWARY	STREET	MELBOURNE	
7200		8	CASSOWARY	STREET	MELBOURNE	
7201		6	CASSOWARY	STREET	MELBOURNE	
7202		4	CASSOWARY	STREET	MELBOURNE	
7203		5	EML	PARADE	MELBOURNE	
7204		7	EML	PARADE	MELBOURNE	
If space is insufficient use additional annexure sheet						
Surveyor's Reference: 20220-7A						

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 40 of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1236408 AND LOT 5293 DP1235023				<h1 style="margin: 0;">DP1261155</h1>	
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022				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 85B Conveyancing Act 1919 • Signatures and seals - see 195L Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7205		9	EMU	PARADE	MELBORA
7206		11	EMU	PARADE	MELBORA
7207		3	DUNNART	STREET	MELBORA
7208		5	DUNNART	STREET	MELBORA
7209		7	DUNNART	STREET	MELBORA
7210		9	DUNNART	STREET	MELBORA
7211		11	DUNNART	STREET	MELBORA
7212		13	DUNNART	STREET	MELBORA
7213		15	DUNNART	STREET	MELBORA
7214		17	DUNNART	STREET	MELBORA
7215		19	PLANIGALE	STREET	MELBORA
7216		14	PLANIGALE	STREET	MELBORA
7217		12	PLANIGALE	STREET	MELBORA
7218		10	PLANIGALE	STREET	MELBORA
7219		18	DUNNART	STREET	MELBORA
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 20260-7A					

PLAN FORM 6\_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 23 sheet(s)

Registered:



8/07/2022

Office Use Only

Office Use Only

DP1261155

PLAN OF SUBDIVISION

OF LOT 3 DP1230406 AND LOT 5290 DP1238023

Subdivision Certificate number:

SC-22-00030

Date of Endorsement:

4 July 2022


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

- A schedule of lots and addresses - See 62(4) SS 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 parts of sheet 1 of the administration sheets.

Lot Number	Sub Address Number	Address Number	Road Name	Road Type	Locality Name
7220		16	DUNHART	STREET	MELONBA
7221		14	DUNHART	STREET	MELONBA
7222		12	DUNHART	STREET	MELONBA
7223		10	DUNHART	STREET	MELONBA
7224		8	DUNHART	STREET	MELONBA
7225		6	DUNHART	STREET	MELONBA
7226		4	DUNHART	STREET	MELONBA
7227		13	EMU	PARADE	MELONBA
7228		15	EMU	PARADE	MELONBA
7229		17	EMU	PARADE	MELONBA
7230		19	EMU	PARADE	MELONBA
7231		3	MONOTREME	STREET	MELONBA
7232		5	MONOTREME	STREET	MELONBA
7233		7	MONOTREME	STREET	MELONBA
7234		9	MONOTREME	STREET	MELONBA


If space is insufficient use additional annexure sheet

Surveyor's Reference: 70263-7A

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 12 of 23 sheet(s)	
Registered:  8/07/2022 PLAN OF SUBDIVISION OF LOT 3 DP1230408 AND LOT 5290 DP1230023			<div style="border: 1px solid black; padding: 10px; font-size: 24px; font-weight: bold; margin: 0 auto; width: 80%;">DP1261155</div>		
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See EOI(s) 53/Regulation 2017 • Statements of intention to create and release affected interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets		
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7235		11	MONOTREME	STREET	MELBORA
7236		13	MONOTREME	STREET	MELBORA
7237		15	MONOTREME	STREET	MELBORA
7238		17	MONOTREME	STREET	MELBORA
7239		19	MONOTREME	STREET	MELBORA
7240		21	PLANIGALE	STREET	MELBORA
7241		23	PLANIGALE	STREET	MELBORA
7242		24	PLANIGALE	STREET	MELBORA
7243		22	PLANIGALE	STREET	MELBORA
7244		20	PLANIGALE	STREET	MELBORA
7245		18	PLANIGALE	STREET	MELBORA
7246		22	MONOTREME	STREET	MELBORA
7247		20	MONOTREME	STREET	MELBORA
7248		18	MONOTREME	STREET	MELBORA
7249		16	MONOTREME	STREET	MELBORA


If space is insufficient use additional schedule sheet


Surveyor's Reference: 20250-7A

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 13 of 23 sheet(s)	
Registered:		8/07/2022	<div style="float: right; font-size: small;">Office Use Only</div> <div style="clear: both;"></div> <div style="float: right; font-size: small;">Office Use Only</div> <div style="clear: both;"></div> <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1261155</div>		
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230408 AND LOT 5290 DP1230023			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SR Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 58B Conveyancing Act 1919 • Signatures and seals - see 156D Conveyancing Act 1919 • Any information which cannot fit in the appropriate pane of sheet 1 of the administration sheets.		
Subdivision Certificate number: SC-22-00030 Date of Encroachment: 4 July 2022					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7250		14	MONCTREVE	STREET	MELBORN
7251		12	MONCTREVE	STREET	MELBORN
7252		10	MONCTREVE	STREET	MELBORN
7253		8	MONCTREVE	STREET	MELBORN
7254		6	MONCTREVE	STREET	MELBORN
7255		4	MONCTREVE	STREET	MELBORN
7256		21	EMU	PARADE	MELBORN
7257		23	EMU	PARADE	MELBORN
7258		25	EMU	PARADE	MELBORN
7259		27	EMU	PARADE	MELBORN
7260		3	POTCROO	STREET	MELBORN
7261		5	POTCROO	STREET	MELBORN
7262		7	POTCROO	STREET	MELBORN
7263		9	POTCROO	STREET	MELBORN
7264		11	POTCROO	STREET	MELBORN

If space is insufficient, use additional annexure sheet.

Surveyor's Reference: 20260-7A

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 14 of 23 sheet(s)		
Registered:		8/07/2022	Office Use Only	<div style="font-size: 2em; font-weight: bold;">DP1261155</div>	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP123408 AND LOT 5290 DP1235023			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(5) SS Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88A Conveyancing Act 1919 • Signatures and seals - see 135C Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7265		13	POTOROO	STREET	MELBORA
7266		15	POTOROO	STREET	MELBORA
7267		17	POTOROO	STREET	MELBORA
7268		19	POTOROO	STREET	MELBORA
7269		21	POTOROO	STREET	MELBORA
7270		23	PLANIGALE	STREET	MELBORA
7271		25	PLANIGALE	STREET	MELBORA
7272		27	PLANIGALE	STREET	MELBORA
7273		29	PLANIGALE	STREET	MELBORA
7274		31	PLANIGALE	STREET	MELBORA
7275		33	POTOROO	STREET	MELBORA
7276		35	POTOROO	STREET	MELBORA
7277		37	POTOROO	STREET	MELBORA
7278		39	POTOROO	STREET	MELBORA
7279		41	POTOROO	STREET	MELBORA
If space is insufficient, use additional appropriate sheet					
Surveyor's Reference: 20250-7A					


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 15 of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230438 AND LOT 5290 DP1236323				DP1261155	
Subdivision Certificate number: SC 22 00030 Date of Endorsement: 4 July 2022				This sheet is for the provision of the following information as required: • A schedule of lots and addresses - (see 60(c) SS 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 complies in the appropriate panel of sheet 1 of the administration sheets.	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality name
7280		3	POTOROO	STREET	MELBORA
7281		4	POTOROO	STREET	MELBORA
7282		23	EMU	PARADE	MELBORA
7283		31	EMU	PARADE	MELBORA
7284		32	EMU	PARADE	MELBORA
7285		35	EMU	PARADE	MELBORA
7286		3	WIRRAH	STREET	MELBORA
7287		5	WIRRAH	STREET	MELBORA
7288		7	WIRRAH	STREET	MELBORA
7289		9	WIRRAH	STREET	MELBORA
7290		11	WIRRAH	STREET	MELBORA
7291		13	WIRRAH	STREET	MELBORA
7292		64	FLAMETREE	DRIVE	MELBORA
7293		62	FLAMETREE	DRIVE	MELBORA
7294		60	FLAMETREE	DRIVE	MELBORA


If space is insufficient, use additional annexure sheet

Surveyor's Reference: 20260-7A



PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 1E of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230408 AND LOT 5290 DP123023				<h1 style="margin: 0;">DP1261155</h1>	
Subdivision Certificate number: 50-22-00030 Date of Endorsement: 4 July 2022				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 grant and release affecting interests in accordance with section 285 Conveyancing Act 1915 • Signatures and seals- see 1950 Conveyancing Act 1915 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7295		56	FLAMETREE	DRIVE	MURRUMBidgee
7296		26	WERRAH	STREET	MELONBA
7297		24	WERRAH	STREET	MELONBA
7298		22	WERRAH	STREET	MELONBA
7299		20	WERRAH	STREET	MELONBA
7300		18	WERRAH	STREET	MELONBA
7301		16	WERRAH	STREET	MELONBA
7302		14	WERRAH	STREET	MELONBA
7303		12	WERRAH	STREET	MELONBA
7304		10	WERRAH	STREET	MELONBA
7305		8	WERRAH	STREET	MELONBA
7306		6	WERRAH	STREET	MELONBA
7307		4	WERRAH	STREET	MELONBA
7308		2	WERRAH	STREET	MELONBA
7309		1	JUMBUCK	STREET	MELONBA
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 20250-7A					

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 17 of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1233400 AND LOT 5230 DP1238023				DP1261155	
Subdivision Certificate number: SC 22-00030 Date of Endorsement: 4 July 2022				This sheet is to the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SS Regulation 2017 • Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 196D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panels of sheet 1 of the administration sheets.	
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7310		3	JUMBUCK	STREET	WELCHER
7311		5	JUMBUCK	STREET	WELCHER
7312		7	JUMBUCK	STREET	WELCHER
7313		9	JUMBUCK	STREET	WELCHER
7314		11	JUMBUCK	STREET	WELCHER
7315		13	JUMBUCK	STREET	WELCHER
7316		15	JUMBUCK	STREET	WELCHER
7317		17	JUMBUCK	STREET	WELCHER
7318		19	JUMBUCK	STREET	WELCHER
7319		21	JUMBUCK	STREET	WELCHER
7320		66	FLAME TREE	DRIVE	WELCHER
7321		66	FLAME TREE	DRIVE	WELCHER
7322		18	JUMBUCK	STREET	WELCHER
7323		16	JUMBUCK	STREET	WELCHER
7324		14	JUMBUCK	STREET	WELCHER
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 2022017A					


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 19 of 23 sheet(s)
Registered: 		Office Use Only 8/07/2022		Office Use Only  <b>DP1261155</b>		
PLAN OF SUBDIVISION OF LOT 3 DP1230406 AND LOT 5396 DP1236023				This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See BD(s) SS1 Regulation 22/17 • Statements of intention to create and release affecting interests in accordance with section 88E Conveyancing Act 1919 • Signatures and seals - see 195C Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Subdivision Certificate number: SC-22-00030 Date of Encumbrance: 4 July 2022						
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	
7325		12	JUMBUCK	STREET	MELBOURNE	
7326		10	JUMBUCK	STREET	MELBOURNE	
7327		8	JUMBUCK	STREET	MELBOURNE	
7328		6	JUMBUCK	STREET	MELBOURNE	
7329		4	JUMBUCK	STREET	MELBOURNE	
7330		2	JUMBUCK	STREET	MELBOURNE	
7331		23	MIRRAH	STREET	MELBOURNE	
7332		21	MIRRAH	STREET	MELBOURNE	
7333		19	MIRRAH	STREET	MELBOURNE	
7334		17	MIRRAH	STREET	MELBOURNE	
7335		45	PLANIGALE	STREET	MELBOURNE	
7336		43	PLANIGALE	STREET	MELBOURNE	
7337		41	PLANIGALE	STREET	MELBOURNE	
7338		39	PLANIGALE	STREET	MELBOURNE	
7339		37	PLANIGALE	STREET	MELBOURNE	
If space is insufficient use additional annexure sheet.						
Surveyor's Reference: 20260-7A						


PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 19 of 23 sheet(s)		
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>Registered:  8/07/2022</p> <p><b>PLAN OF SUBDIVISION</b></p> <p>OF LOT 3 DP1230408 AND LOT 5290 DP1236023</p> </div> <div style="flex: 1; text-align: right; padding-right: 10px;"> <p>Office Use Only</p> <p><b>DP1261155</b></p> </div> </div>		<p>Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - Sec 60(1), SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 852 Conveyancing Act 1919</li> <li>Signatures and seals - see 129(1) Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>			
<p>Subdivision Certificate number: SC-22-00030</p> <p>Date of Endorsement: 4 July 2022</p>					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7340		35	PLANIGALE	STREET	MELONDA
7341		33	PLANIGALE	STREET	MELONDA
7342		31	PLANIGALE	STREET	MELONDA
7343		29	PLANIGALE	STREET	MELONDA
7344		27	PLANIGALE	STREET	MELONDA
7345		25	PLANIGALE	STREET	MELONDA
7346		23	MONOTREME	STREET	MELONDA
7347		21	MONOTREME	STREET	MELONDA
7348		19	MONOTREME	STREET	MELONDA
7349		17	MONOTREME	STREET	MELONDA
7350		15	FLAMETREE	DRIVE	MELONDA
7351		13	FLAMETREE	DRIVE	MELONDA
7352		11	FLAMETREE	DRIVE	MELONDA
7353		9	FLAMETREE	DRIVE	MELONDA
7354		7	FLAMETREE	DRIVE	MELONDA



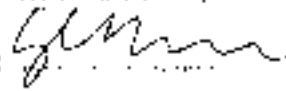
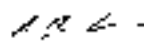
(If space is insufficient use additional annexure sheet)

Surveyor's Reference: 23260-7A

PLAN FORM G_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 20 of 23 sheet(s)																																																																																																		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; align-items: center;"> <div style="text-align: right; padding-right: 10px;">Registered:</div> <div style="text-align: left;">8/07/2022</div> </div> <div style="text-align: right; padding-right: 10px;">Office Use Only</div> </div>			<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1261155</div> <div style="font-size: 0.8em;">Office Use Only</div>																																																																																																		
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1236408 AND LOT 5293 DP1236023			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 62(c) SSF Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 882 Conveyancing Act 1919 • Signatures and seals - see 1950 Conveyancing Act 1919 • Any information which can be fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																																		
Subdivision Certificate number: SC-22-00330 Date of Encroachment: 4 July 2022																																																																																																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Lot Number</th> <th style="width: 10%;">Sub-Address Number</th> <th style="width: 10%;">Address Number</th> <th style="width: 20%;">Road Name</th> <th style="width: 10%;">Road Type</th> <th style="width: 40%;">Locality Name</th> </tr> </thead> <tbody> <tr><td>7356</td><td></td><td>40</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7359</td><td></td><td>42</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7357</td><td></td><td>44</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7358</td><td></td><td>46</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7359</td><td></td><td>48</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7360</td><td></td><td>50</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7361</td><td></td><td>52</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7362</td><td></td><td>54</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7363</td><td></td><td>26</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7364</td><td></td><td>24</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7365</td><td></td><td>22</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7366</td><td></td><td>20</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7367</td><td></td><td>18</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7368</td><td></td><td>16</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> <tr><td>7369</td><td></td><td>14</td><td>FLAMETREE</td><td>DRIVE</td><td>MELONBA</td></tr> </tbody> </table>						Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	7356		40	FLAMETREE	DRIVE	MELONBA	7359		42	FLAMETREE	DRIVE	MELONBA	7357		44	FLAMETREE	DRIVE	MELONBA	7358		46	FLAMETREE	DRIVE	MELONBA	7359		48	FLAMETREE	DRIVE	MELONBA	7360		50	FLAMETREE	DRIVE	MELONBA	7361		52	FLAMETREE	DRIVE	MELONBA	7362		54	FLAMETREE	DRIVE	MELONBA	7363		26	FLAMETREE	DRIVE	MELONBA	7364		24	FLAMETREE	DRIVE	MELONBA	7365		22	FLAMETREE	DRIVE	MELONBA	7366		20	FLAMETREE	DRIVE	MELONBA	7367		18	FLAMETREE	DRIVE	MELONBA	7368		16	FLAMETREE	DRIVE	MELONBA	7369		14	FLAMETREE	DRIVE	MELONBA
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<div style="text-align: right; font-size: 0.8em; margin-bottom: 5px;">If space is insufficient use additional annexure sheet</div> <div style="font-size: 0.8em;">Surveyor's Reference: 20200-7A</div>																																																																																																					

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET <span style="float: right;">Sheet 21 of 23 sheet(s)</span>																																																																																																					
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Registered:</div> <div style="text-align: center;">  </div> <div>8/07/2022</div> </div>			<div style="font-size: 24px; font-weight: bold; margin-bottom: 10px;">DP1261155</div> <div style="font-size: 10px;">Office Use Only</div>																																																																																																		
<b>PLAN OF SUBDIVISION</b> OF LOT 3 DP1230408 AND LOT 5290 CP123E023			This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 62(c) SR Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 135D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																																		
Subdivisor Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022																																																																																																					
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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name																																																																																																
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7376		5	FLANIGALE	STREET	MELONBA																																																																																																
7377		7	FLANIGALE	STREET	MELONBA																																																																																																
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Surveyor's Reference: 20250-7A																																																																																																					

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 22 of 23 sheet(s)	
Registered:  8/07/2022		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 3 DP1230403 AND LOT 5290 DP1238025				DP1261155	
Subdivision Certificate number: 50-22-00030 Date of Endorsement: 4 July 2022				<small>This sheet is for the provision of the following information as required:</small> <ul style="list-style-type: none"><li>A schedule of lots and addresses - See 60(c) SR Regulation 2017</li><li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>Signatures and seals - see 195D Conveyancing Act 1919</li><li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Lot Number	Sub Address Number	Address Number	Road Name	Road Type	Locality Name
7385	N/A		N/A		MELCHER
7386	N/A		N/A		MELCHER
7387	N/A		N/A		MELCHER
<small>If space is insufficient use additional annexure sheet</small>					
Surveyor's Reference: 23260-7A					

PLAN FORM 6, E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 23 of 23 sheet(s)
Registered:  8/07/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 3 DP1230408 AND LOT 5290 DP1230023		<b>DP1261155</b>  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 6(1)(c) SS Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals - see 19(1) Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: SC-22-00030 Date of Endorsement: 4 July 2022		
Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.		
Corporation name: WOODRONG PARK PTY LTD Company ACN: 094 491 428 Authority: Section 127 of the Corporations Act 2001 Signature:  Name: GARRY RUTHWELL Position: Sole Director / Secretary		
Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.		
Corporation name: MCH AGENCY SERVICES PTY LTD being the Mortgages under Mortgage number AM 288325 Company ACN: 630 362 928 Authority: Section 127 of the Corporations Act 2001 Signature:  Name: Graham McNamara Position: Director		
Signature:  Name: Andrew Lockhart Position: Director/Secretary		
If space is insufficient use additional annexed sheet.		
Surveyor's Reference: 2220-2A		



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

**Plan: DP1272576** Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

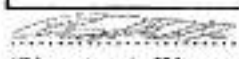
(Sheet 1 of 27 Sheets)

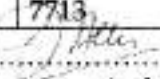
**Full name and address  
of the owner of the land:**

Woorong Park Pty Ltd  
1 Stony Creek Road  
SHANES PARK NSW 2747

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for access and maintenance 0.9 wide (E2)	7731 7732 7733 7734 7735 7736 7737 7738 7739 7740 7741 7742 7729 7728 7727 7726 7725 7723 7722 7721 7720 7719 7718 7717 7716 7715 7714	7732 7733 7734 7735 7736 7737 7738 7739 7740 7741 7742 7743 7728 7727 7726 7725 7724 7722 7721 7720 7719 7718 7717 7716 7715 7714

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Electronic signature of n/a:  
 Judith Porcelli, signed by me  
 on 18/11/2022 2:14:36 PM  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No.SG-22-00119

(Sheet 2 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7712 7711 7707 7706 7705 7704 7703 7702 7701 7943 7746 7747 7748 7749 7750 7751 7752 7753 7754 7755 7756 7757 7758 7762 7763 7765 7766 7767 7768 7769 7770	7711 7710 7708 7707 7706 7705 7704 7703 7702 7701 7701, 7744 7747 7748 7750 7750 7751 7752 7753 7754 7755 7756 7757 7758 7759 7761 7762 7764 7765 7766 7767 7767 7778-7768 7769

ITEM NO.1 BENEFITED LOT(S) AMENDED SEE AS684890 AND 2022-1197 14/12/2022

(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me,  
 Joseph Portelli, affixed by me  
 on 16/11/2022 2:14:36 PM

Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 3 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7771 7772 7773 7774 7775 7776 7777 7778 7779 7780 7781 7784 7785 7786 7787 7788 7789 7791 7792 7794 7795 7796 7797 7798 7799 7800 7801 7802 7803 7837 7838	7770 7771 7772 7775 7776 7778 7779 7780 7781 7782 7783 7784 7785 7786 7787 7788 7790 7791 7793 7794 7795 7796 7797 7798 7799 7800 7801 7802 7838 7839

(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me,  
 Judith Porcelli, affixed by me  
 on 16/11/2022 2:14:42 PM

Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 4 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7842 7843 7844 7845 7846 7849 7850 7825 7826 7827 7828 7829 7830 7831 7832 7833 7834 7835 7836 7804 7806 7807 7808 7809 7810 7811 7812 7816 7817 7818 7819	7841 7842 7843 7846 7847 7848 7849 7824 7825 7826 7827 7828 7829 7830 7831 7832 7833 7834 7835 7835 7805 7807 7808 7809 7810 7811 7812 7813 7815 7816 7817 7820

(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me,  
Judith Portelli, affixed by me  
on 19/09/2023 2:14:49 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 5 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7820 7821 7907 7808 7889 7890 7891 7892 7893 7894 7895 7896 7897 7898 7899 7900 7901 7902 7903 7904 7905 7875 7876 7877 7878 7879 7882 7883 7884 7885 7886	7821 7822 7908 area 'A' within 7943 7890 7891 7893 7893 7894 7895 7896 7897 7898 7899 7900 7901 7902 7903 7904 7905 7906 7876 7877 7878 7879 7880 7881 7882 7883 7886 7887

(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me,  
Judith Portelli, affixed by me  
on 16/11/2022 2:15:05 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 6 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7867 7866 7865 7864 7862 7861 7860 7859 7858 7854 7853 7873 7872 7871 7870 7869 7868 7910 7911 7912 7913 7914 7915 7916 7917 7918 7919 7920 7921 7922 7923	7866 7865 7863 7863 7861 7860 7859 7858 7857 7855 7854 7874 7873 7872 7871 7870 7870 7869 7909 7910 7911 7912 7913 7914 7915 7916 7917 7918 7919 7920 7921 7922



(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me,  
Judith Portelli, affixed by me  
on 18/11/2022 2:15:07 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

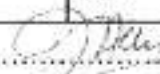
Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 7 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7924 7926 7927 7928 7929 7930 7933 7934 7935 7936 7937 7938 7939 7940 7941 7942 <del>7943</del>	7925 7927 7928 7929 7930 7931 7932 7933 7934 7935 7936 7937 7938 7939 7940 7941 <del>7744</del>
2.	Easement for access and maintenance 0.9 wide (E22)	7746 7747 7845 7850 7819 7884 7866 7943	7773 7773 7844 7851 7818 7885 7868 7729
3.	Easement for access and maintenance 1.5 wide (E21)	7724 7774 7775 7790 7837 7838	7723 7803 7803 7788 7836 7836

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Electronic signature of me,  
 Judith Powell, affixed by me  
 on 16/09/2023 2:15:10 PM  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 8 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3.continued	Easement for access and maintenance 1.5 wide (E21)	7867 7889 7890	7868 7888 7888
4.	Easement for access and maintenance 0.9 wide (E23)	7943	7823
5.	Easement for access and maintenance 0.9 wide (E24)	7943	7804
6.	Easement to drain water 1.5 wide (E1)	7711 7710 7709 7714 7715 7716 7717 7718 7719 7720 7721 7722 7723 7724 7787 7786 7785 7784 7783 7782 7781 7780 7779 7778 7776	7712 7711 & 7712 7710-7712 incl 7713 7713 & 7714 7713-7715 incl 7713- 7716 incl 7713-7717 incl 7713-7718 incl 7713-7719 incl 7713-7720 incl 7713-7721 incl 7713-7722 incl 7713-7723 incl 7788 7787 & 7788 7786-7788 incl 7785-7788 incl 7784-7788 incl 7783-7788 incl 7782-7788 incl 7781-7788 incl 7780-7788 incl 7779-7788 incl 7778-7788 incl 7778-7788 incl

(Signatory) Woorong Park Pty. Ltd.

Electronic signature of me  
 Judith Portelli, affixed by me  
 on 18/11/2022 2:15:19 PM  
 Authorised Person  
 Blacktown City Council



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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 9 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6. continued	Easement to drain water 1.5 wide (E1)	7775 7774 7790 7791 7792 7850 7849 7848 7847 7846 7845 7844 7843 7842 7841 7839 7838 7837 7816 7817 7818 7819 7820 7821 7822 7823 7806 7905 7904 7903 7902	7778-7788 incl , 7776 7778-7788incl, 7776,7775 7789 7789 & 7790 7789-7791 incl 7851 7850 & 7851 7849-7851 incl 7848-7851 incl 7847-7851 incl 7846-7851 incl 7845-7851 incl 7844-7851 incl 7843-7851 incl 7842-7851 incl 7841-7851 incl 7841-7851 incl, 7839 7841-7851incl,7838, 7839 7815 7815 & 7816 7815-7817 incl 7815-7818 incl 7815-7819 incl 7815-7820 incl 7815-7821 incl 7815-7822 incl 7815-7823 incl 7906 7905 & 7906 7904-7906 incl 7903-7906 incl

(Signatory) Woorong Park Pty. Ltd.

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Judith Portelli, issued by me  
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Authorised Person

Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 10 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6. continued	Easement to drain water 1.5 wide (E1)	7901 7900 7899 7898 7897 7896 7895 7894 7893 7891 7890 7889 7933 7932 7931 7930 7929 7928 7927 7926 7936 7937 7938 7939 7940 7941 7942 7867	7902-7906 incl 7901-7906 incl 7900-7906 incl 7899-7906 incl 7898-7906 incl 7897-7906 incl 7896-7906 incl 7895-7906 incl 7894-7906 incl 7893-7906 incl 7893-7906 incl, 7891 7893-7906, 7890, 7891 7934 7933 & 7934 7932-7934 incl 7931-7934 incl 7930-7934 incl 7929-7934 incl 7928-7934 incl 7927-7934 incl 7935 7935 & 7936 7935-7937 incl 7935-7938 incl 7935-7939 incl 7935-7940 incl 7935-7941 incl 7866



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
 Judith Portelli, affixed by me  
 on 18/11/2022 2:15:23 PM.

Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**


Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 11 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
7.	Easement for padmount substation 2.75 Wide (E3)	7749, 7837, 7926, 7943	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction on the use of land (R1)	Pts. 7748, 7749, 7837, 7838, 7925, 7926, 7730, 7943 desig. (R1)	Epsilon Distribution Ministerial Holding Corporation
9.	Restriction on the use of land (R2)	Pts. 7748, 7749, 7837, 7838, 7925, 7926, 7730, 7943 desig. (R2)	Epsilon Distribution Ministerial Holding Corporation
10.	Restriction on the use of land	each lot except 7943, 7944, 7945	every other lot except 7943, 7944, 7945
11.	Restriction on the use of land	each lot except 7943, 7944, 7945	every other lot except 7943, 7944, 7945
12.	Positive covenant	7926 -7942 incl	Blacktown City Council
13.	Restriction on the use of land	7701-7942 incl	Blacktown City Council
14.	Restriction on the use of land	7701-7942 incl	Blacktown City Council
15.	Restriction on the use of land	7702, 7703, 7704, 7706, 7707, 7714,	Blacktown City Council

  
 (Signatory) Woorong Park Pty. Ltd.

  
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 Judith Portelli, affixed by me  
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 Authorised Person  
 Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 12 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
15. continued	Restriction on the use of land	7715, 7717, 7718, 7719, 7721, 7722, 7723, 7725, 7726, 7727, 7734, 7735, 7737, 7738, 7741, 7742, 7750, 7751, 7755, 7764, 7768, 7772, 7773, 7779, 7780, 7781, 7783, 7784, 7785, 7796, 7797, 7798, 7800, 7801, 7802, 7804, 7805, 7807, 7808, 7809, 7811, 7812, 7813, 7816, 7817, 7818, 7820, 7821, 7822, 7825, 7826, 7828, 7829, 7830, 7831, 7833, 7834, 7835, 7836, 7841, 7842, 7843, 7844, 7846, 7847, 7848, 7849, 7860, 7861, 7868, 7870, 7875, 7877, 7878, 7879, 7881, 7882, 7883, 7885, 7886, 7887, 7894, 7895, 7896, 7898, 7899, 7900, 7902, 7903, 7904, 7909, 7910, 7912,	Blacktown City Council

(Signatory) Woorong Park Pty. Ltd.

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Judith Forsell, affixed by me  
on 16/11/2022 2:15:33 PM

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Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 13 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
15. continued	Restriction on the use of land	7913, 7914, 7917, 7918, 7919, 7921, 7922, 7923, 7927, 7928, 7929, 7930, 7932, 7933, 7934, 7937, 7938, 7939, 7941, 7942	Blacktown City Council
16.	Restriction on the use of land	7701-7942 incl	Blacktown City Council
17.	Restriction on the use of land	7815-7824 incl 7840-7852 incl 7856-7864 incl. 7907, 7875-7889 incl	Blacktown City Council
18.	Restriction on the use of land	7926-7942 incl.	Blacktown City Council
19.	Easement to drain water variable width (E30)	7945	7944 & Blacktown City Council



(Signatory) Woorong Park Pty. Ltd.



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Judith Portelli, affixed by me  
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Blacktown City Council

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

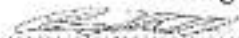
**Plan: DP1272576**

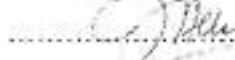
Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 14 of 27 Sheets)

### **Part 2 (Terms)**

- 1. Terms of Easements for Access & Maintenance 0.9 wide (E2), (E22), (E23) & (E24) numbered one, two, four and five and 1.5 wide (E21) numbered three in the abovementioned plan**
  - 1.1 The owner of the lot benefited may:**
    - (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;
    - (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
    - (c) do anything reasonably necessary for those purposes, including:
      - entering the lot burdened;
      - taking anything on to the lot burdened; and
      - carrying out works within the site of this easement.
  - 1.2 In exercising those powers, the owner of the lot benefited must:**
    - (a) ensure all work is done properly;
    - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
    - (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
    - (d) restore the lot burdened as nearly as practicable to its former condition; and
    - (e) make good any collateral damage.
  - 1.3 The owner of the lot burdened must not :-**
    - (a) allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building;

  
.....  
(Signatory) Woorong Park Pty. Ltd.

  
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Blacktown City Council



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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 15 of 27 Sheets)

**Part 2 (Terms)**

- (b) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.

The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate across the easement site from the building structure on the lot burdened.

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

**2. Terms of Easement for Padmount Substation (E3) 2.75 wide numbered seven in the abovementioned plan**

The terms set out in Memorandum N<sup>o</sup> AK104621 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

**3. Terms of Restriction on the Use of Land (R1) numbered eight in the abovementioned plan**

**3.1 Definitions:**

**3.1.1 120/120/120 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;

**3.1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls;

**3.1.3 erect** includes construct, install, build and maintain;

**3.1.4 restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.



(Signatory) Woorong Park Pty. Ltd.



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Judith Ponelli, affixed by me  
on 18/11/2022 2:19:49 PM

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Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 16 of 27 Sheets)

## Part 2 (Terms)

- 3.2 No building shall be erected or permitted to remain within the restriction site unless:
- 3.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and
  - 3.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
  - 3.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.3 The fire ratings mentioned in clause 3.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 3.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of 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.
  - 3.4.2 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.



(Signatory) Woorong Park Pty. Ltd.



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Judith Portelli, signed by me  
on 16/11/2022 2:15:50 PM

Authorised Person  
Blacktown City Council



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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 17 of 27 Sheets)

## **Part 2 (Terms)**

### **4. Terms of Restriction on the Use of Land (R2) numbered nine in the abovementioned plan**

#### **4.1 Definitions:**

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

4.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

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

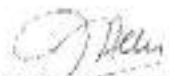
#### **4.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

4.3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy'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.

4.3.2 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.



(Signatory) Woorong Park Pty. Ltd.



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Judith Portelli, affixed by me  
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Authorised Person  
Blacktown City Council

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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 18 of 27 Sheets)

**Part 2 (Terms)**

**5. Terms of Restriction on the Use of Land numbered ten in the abovementioned plan**

**5.1 In this restriction on use of land, the following expressions have the following meaning:**

- (a) Council means Blacktown City Council
- (b) Woorong Park means Woorong Park Pty Ltd ACN: 094 493 428 and each of its successors and assigns excluding purchasers on sale.

**5.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Woorong Park its successors and assigns other than purchasers on sale.**

**5.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generally thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.**

**5.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.**

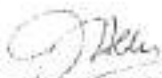
**5.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.**

**5.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.**

**5.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Woorong Park having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Woorong Park BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:-**



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Portelli, issued by me  
on 16/11/2022 2:18:04 PM

Authorised Person  
Blacktown City Council

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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119


(Sheet 19 of 27 Sheets)

**Part 2 (Terms)**

- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
  - (b) any such sign is painted and/or decorated in its entirety by a professional signwriter.
- 5.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used on connection with the erection of a dwelling on the relevant lot burdened.
- 5.9 No building shall be permitted to be constructed on the lot burdened not shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 5.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road an/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 5.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or is
  - (b) screened from any public road and/or place in a manner approved by Woorong Park.
- 5.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 5.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Ponelli, affixed by me  
on 16/11/2022 2:16:13 PM

Authorised Person  
Blacktown City Council

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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 20 of 27 Sheets)

**Part 2 (Terms)**

- 5.14 No visually obtrusive & unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted A/C units, condensers, solar roof collectors, A/C service lines, clotheslines, aerials, gardens sheds etc are not to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.
- 5.15 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 5.16 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.
- 5.17 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened;
  - (b) in an area designated as being an area where a vehicle may be parked.

**Name of party empowered to release vary or modify terms of restriction numbered eight in the plan is Woorong Park Pty Ltd ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.**

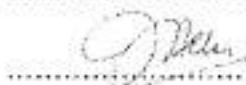
**6. Terms of Restriction on the Use of Land numbered eleven in the abovementioned plan**

6.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) Council means Blacktown City Council;
- (b) Newpark Design Guidelines means design essentials for the carrying out of development on the land the subject of the plan published by Woorong Park from time to time;
- (c) Woorong Park Pty Ltd ACN: 094 493 428 and each of its successors and assigns excluding purchasers on sale.



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Portelli, affixed by me  
on 19/09/2023 2:18:18 PM

Authorised Person  
Blacktown City Council

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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 21 of 27 Sheets)

**Part 2 (Terms)**

- 6.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Newpark Design Guidelines.
- 6.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Newpark Design Guidelines.
- 6.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Newpark Design Guidelines.
- 6.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Newpark Design Guidelines.

**Name of Party empowered to release vary or modify terms of restriction numbered nine in the plan is Woorong Park ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.**

**7. Terms of Positive Covenant numbered twelve in the abovementioned plan**

At the issue of Subdivision Certificate and in perpetuity the burdened Lot(s) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

**8. Terms of Restriction on the use of land numbered thirteen in the abovementioned plan**

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



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Porcell, affixed by me  
on 16/11/2022 2:16:27 PM

Authorised Person  
Blacktown City Council



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

**Plan: DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 22 of 27 Sheets)

**Part 2 (Terms)**

**9. Terms of Restriction on the use of land numbered fourteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed on footings or slab designed by a Chartered Professional Engineer in accordance the Salinity Assessment Report prepared by Geotech Testing Pty Ltd Ref 8599/95-AA-R1 dated 14 September 2022 to the requirements and satisfaction of Blacktown City Council

**10. Terms of Restriction on the use of land numbered fifteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed in accordance with the approved specified Building Envelope Plans Ref. X14419-P7-DA-3-1 Rev 9, sheet 10 of 17 dated 19 August 2020 held on file SPP-17-00046/MOD-20-00196.

**11. Terms of Restriction on the use of land numbered sixteen in the abovementioned plan**

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

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

No dwellings will be permitted to be constructed or to remain on the lot(s) hereby burdened other than double storey dwellings.

**13. Terms of Restriction on the Use of Land numbered eighteen in the abovementioned plan**

No building will be permitted to be constructed on the lot(s) hereby burdened, within a distance of 4.5m of the adjoining Public Road, unless such buildings are a Class 10b structure.



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Perleli, affixed by me  
on 18/11/2022 2:18:52 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. **50-22-00119**

(Sheet 23 of 27 Sheets)

**Part 2 (Terms)**

14. **Terms of Easement to drain water 1.5 wide (E1) numbered six in the abovementioned plan**

Easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended

15. **Terms of Easements to drain water variable width (E30) numbered nineteen in the abovementioned plan**

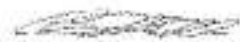
Easement to drain water within the meaning of Part 3 of Schedule 4A of the Act as amended

**Name of Authority whose consent is required to release, vary or modify terms of Easements and Restrictions numbered seven, eight and nine in the abovementioned plan**

Epsilon Distribution Ministerial Holding Corporation.

**Name of Authority whose consent is required to release, vary or modify terms of Easements, Restrictions and Positive Covenants numbered one, two, three, four, five, six and thirteen to nineteen inclusive in the abovementioned plan.**

Blacktown City Council.



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Portelli, affixed by me  
on 16/11/2022 2:16:54 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. **SC-22-00119**

(Sheet 24 of 27 Sheets)

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)



Digitally signed by  
Natasha Issac  
Date: 2022.09.21  
11:24:55 +10'00'

Signature of Witness

Natasha Issac

Name of Witness

Address of Witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.



Digitally signed by  
Simon Lawton  
Date: 2022.09.21  
11:07:01 +10'00'

Signature of Attorney

Name and position of Attorney:  
Strategic Property Manager

Power of Attorney: Book 4793 N° 57

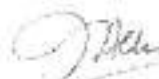
Signing on behalf of:  
Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

URS25540



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Portelli, affixed by me  
on 16/11/2022 2:31:50 PM

Authorised Person  
Blacktown City Council



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

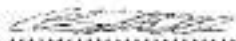
Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. SC-22-00119

(Sheet 25 of 27 Sheets)

Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: Woorong Park Pty Ltd ACN 094 493 428  
Authority: Section 127 Corporations Act 2001



Signature of authorised person:

Garry Winten Rothwell

Name of authorised person:

Office held: Sole Director / Secretary

Level 20, 100 Arthur Street

NORTH SYDNEY NSW 2060

Address of authorised person:



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Powell, affixed by me  
on 10/11/2022 2:21:50 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

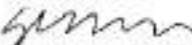
Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. **SC-22-00119**

(Sheet 26 of 27 Sheets)

Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.


Corporation: MCH Agency Services Pty Ltd ACN 636 392 928 being the Mortgagee under Mortgage numbers **AR 288328 & AR 472522**

Authority: Section 127 Corporations Act 2001

  
.....  
Signature of authorised person:

**Graham McNamara**  
.....  
Name of authorised person:  
Office held: Director

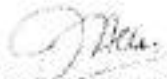
**2 Ridge Street, North Sydney**  
.....  
**NSW 2060**  
.....  
Address of authorised person:

  
.....  
Signature of authorised person:

**Andrew Tremain**  
.....  
Name of authorised person:  
Office held: Director / Secretary

**2 Ridge St, North Sydney**  
.....  
**NSW 2060**  
.....  
Address of authorised person:

  
.....  
(Signatory) Woorong Park Pty. Ltd.

  
.....  
Electronic signature of me,  
Judith Portelli, allied by me  
on 19/11/2022 2:22:19 PM  
.....  
Authorised Person  
Blacktown City Council

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

Plan: **DP1272576**

Plan of subdivision of Lot 7386 & 7387 in DP1261155 covered by Subdivision Certificate No. 60-22-00119

(Sheet 27 of 27 Sheets)

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

Electronic signature of me,  
Judith Portelli, affixed by me  
on 16/11/2022 2:22:27 PM

Signature of delegate

Judith Portelli

Name of delegate

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

Electronic signature of me,  
Kristy Bulloch, affixed by me  
on 16/11/2022 2:36:24 PM

Signature of Witness

Kristy Bulloch

Name of Witness

62 Freshcombe Road Blacktown NSW 2149

Address of Witness



(Signatory) Woorong Park Pty. Ltd.



Electronic signature of me,  
Judith Portelli, affixed by me  
on 16/11/2022 2:22:28 PM

Authorised Person  
Blacktown City Council

REGISTERED:



17/11/2022

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 85B Conveyancing Act 1919.

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-29009

(Sheet 1 of 27 Sheets)

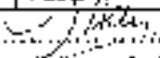
Full name and address  
 of the owner of the land:

Woorong Park Pty Ltd  
 1 Stony Creek Road  
 SHANES PARK NSW 2747

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for access and maintenance 0.9 wide (E2)	7101 7104 7107 7108 7109 7110 7111 7112 7113 7114 7115 7117 7118 7119 7120 7121 7122 7123 7124 7125 7126 7127 7128 7129 7130 7131 7132	Area 'C' within 7387 Area 'B' within 7387 7106 7107 7108 7109 7110 7111 7112 7113 7114 7116 7117 7118 7119 7120 7121 7122 7125 7126 7127 7128 7129 7130 7131 7132

  
 (Signatory) Woorong Park Pty Ltd

  
 Judith Powell, whose name is entered on the Register  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 2 of 27 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1. continual	Easement for access and maintenance 0.9 wide (E2)	7132 7133 7134 7135 7136 7137 7138 7139 7140 7143 7144 7145 7149 7150 7151 7152 7154 7155 7156 7157 7160 7161 7162 7163 7164 7165 7168 7169 7170 7171	7133 7134 7135 7136 7137 7138 7139 7140 7141 7162 7162 7146 7148 7149 7150 7151 7153 7154 7155 7156 7159 7160 7161 7162 7164 7165 7166 7167 7168 7169 7170

(Signatory) Woorung Park Pty. Ltd.

Authorised Person  
 Blacktown City Council

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

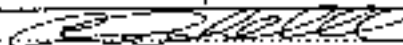
Plan: **DP1261155**


Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236003  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 3 of 27 Sheets)

**Part 1 (Creation)**

Number of items shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	7172 7173 7174 7175 7176 7177 7178 7179 7180 7181 7182 7183 7184 7185 7186 7187 7188 7189 7192 7193 7196 7199 7200 7201 7202 7203 7205 7206 7207 7208	7171 7172 7173 7174 7175 7178 7179 7180 7181 7182 7183 7184 7185 7186 7187 7188 7189 7190 7193 7194 7197 7198 7199 7200 7201 7202 7204 7205 7208 7209

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Authorised Person  
 Blacktown City Council

Ref: 26280-2C DP1261155

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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 4 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1. continued	Easement for access and maintenance 0.9 wide (E2)	7209 7210 7211 7212 7213 7215 7216 7220 7221 7222 7223 7224 7225 7227 7229 7230 7232 7233 7234 7235 7236 7237 7238 7239 7363 7364 7367 7368 7369 7370 7371	7210 7211 7212 7213 7214 7216 7217 7219 7220 7221 7222 7223 7224 7226 7228 7229 7233 7234 7235 7236 7237 7238 7239 7364 7365 7366 7367 7368 7371 7372

(Signatory) Woerong Park Pty. Ltd.

Authorised Person  
 Blacktown City Council

Ref: 20260-10 DP1261155

Placed on, signature of mrs,  
 and a-2026, signed by mrs  
 on 2026022 10:04:00

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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5250 DP1236023  
 covered by Subdivision Certificate No. SC-22-00000

(Sheet 5 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance (L9 rule (E3))	7375 7376 7377 7378 7379 7380 7381 7382 7383 7240 7241 7242 7243 7244 7247 7248 7249 7250 7251 7252 7253 7254 7255 7256 7257 7258 7259 7260 7261 7262 7263	7374 7375 7376 7377 7378 7379 7380 7381 7382 7247 7242 7243 7244 7246 7247 7248 7249 7250 7251 7252 7253 7254 7255 7256 7258 7260 7261 7262 7263

(Signatory) Woorong Park Pty. Ltd.

Req. 20260-70 DP1261155

Electronic signature of me,  
 JUDITH FORTER, affixed by me  
 on: 09/09/2023 3:03:48 PM.  
 Authorised Person  
 Blacktown City Council



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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00000

(Sheet 6 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1. continued	Easement for access and maintenance 0.9 wide (E2)	7264 7265 7266 7267 7268 7270 7271 7272 7277 7278 7279 7280 7284 7285 7286 7287 7288 7289 7290 7331 7332 7333 7334 7335 7336 7337 7338 7339 7340 7341	7265 7266 7267 7268 7269 7271 7272 7273 7276 7277 7278 7279 7286 7286 7287 7288 7289 7290 7291 7362 7362 7332 7333 7336 7337 7338 7339 7340 7341 7342

(Signatory) Woorang Park Pty. Ltd.

Ref. 20260-7C DP1261155

Authorised Person  
 Blacktown City Council

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

Plan: **DP1261155**

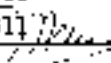
Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC 22 00030

(Sheet 7 of 27 Sheets)

Part 1 (Creation)

Number of item shown in the intention parcel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (F2)	7342 7343 7344 7346 7347 7349 7350 7351 7352 7353 7356 7357 7358 7359 7360 7361 7362 7292 7293 7297 7298 7299 7300 7301 7302 7303 7307 7308 7309 7310	7345 7344 7345 7347 7348 7350 7351 7352 7353 7354 7355 7356 7357 7358 7359 7360 7361 7361 7293 7294 7296 7297 7298 7299 7300 7301 7302 7306 7307 7310 7311

  
 (Signatory) Woollahra Park Pty. Ltd

  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 8 of 27 Sheets)

Part I (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), wall(s), bodies or Prescribed Authorities
1. continued	Easement for access and maintenance 0.9 wide (E2)	7311 7312 7313 7314 7315 7316 7317 7318 7319 7320 7321 7323 7324 7325 7326 7327 7328 7329 7330	7312 7313 7314 7315 7316 7317 7318 7319 area 'D' within 7387 7320 7322 7323 7324 7325 7326 7327 7328 7329
2.	Easement for access and maintenance 0.9 wide (E21)	7143 7144 7258 7259 7264 7265 7369	7144 7145 7257 7258 7263 7264 7370
3.	Easement for access and maintenance 1.5 wide (E22)	7333 7334 7348	7335 7335 7350

(Signature) Woorong Park Pty Ltd.

Ref: 20260-7C DP1261155

Authorised Person  
 Blacktown City Council

Electronic signature of the  
 Authorised Person, attested by the  
 Registrar-General of NSW

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

Plan: **DP1261155**

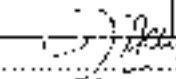
Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00050

(Sheet 9 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Easement to drain water to 5 water (E1)	7104 7141 7140 7139 7138 7137 7136 7135 7134 7133 7132 7115 7130 7129 7128 7127 7126 7125 7124 7164 7165 7166 7167 7168 7169 7170 7171	area 'A' within 7387 7142 7141 & 7142 7140-7142 incl 7139-7142 incl 7138-7142 incl 7137-7142 incl 7136-7142 incl 7135-7142 incl 7134-7142 incl 7133-7142 incl 7132-7142 incl 7132-7142 incl 7132-7142 incl 7131 7130 & 7131 7129-7131 incl 7128-7131 incl 7127-7131 incl 7126-7131 incl 7125-7131 incl 7163 7163 & 7164 7163-7165 incl 7163-7166 incl 7163-7167 incl 7163-7168 incl 7163-7169 incl 7163-7170 incl

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Electronic signature of  
 Authorised Person  
 Blacktown City Council

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

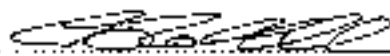
Plan: **DP1261155**

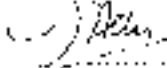
Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC 22 000361

(Sheet 10 of 27 Sheets)

Part 1 (Creation)

Number of items shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4. continued	Easement to drain water 1.5 wide (E1)	7172 7173 7174 7175 7176 7372 7371 7370 7369 7368 7367 7366 7365 7364 7363 7240 7348 7347 7346 7351 7352 7353 7354 7355 7356 7357 7358 7359 7360	7163-7171 incl 7163-7172 incl 7163-7173 incl 7163-7174 incl 7163-7175 incl 7373 7372 & 7373 7371-7373 incl 7370-7373 incl 7369-7373 incl 7368-7373 incl 7367-7373 incl 7366-7373 incl 7365-7373 incl 7364-7373 incl 721E 7349 7348 & 7349 7347-7349 incl 7350 7350 & 7351 7350-7352 incl 7350-7353 incl 7350-7354 incl 7350-7355 incl 7350-7356 incl 7350-7357 incl 7350-7358 incl 7350-7359 incl

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Electronic signature of me,  
 Judith Parker, affixed by law  
 on 20/09/2022 at 04:52 PM  
 Authorised Person  
 Blacktown City Council

Ref: 20240-70 DP1261155

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

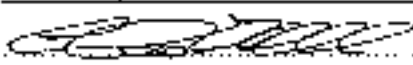
Plan: **DP1261155**

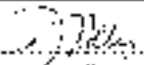
Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 11 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4. continued	Easement to drain water 1.5 wide (E1)	7361 7362 7332 7333 7334  7292 7295 7321	7350-7360 incl 7350-7361 incl 7350-7362 incl 7350-7362 incl, 7332 7350-7362 incl, 7332& 7333 7293 7294 7320
5.	Easement for padmount substation 2.75 Wide (E3)	7152, 7195, 7384, 7295, 7305	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the use of land (R1)	Pts. 7151, 7152, 7195, 7196, 7383, 7384, 7294, 7295, 7304, 7305 desig. (R1)	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the use of land (R2)	Pts. 7151, 7152, 7195, 7196, 7383, 7384, 7294, 7295, 7304, 7305 desig. (R2)	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction on the use of land	each lot except 7385, 7386 & 7387	every other lot except 7385, 7386 & 7387
9.	Restriction on the use of land	each lot except 7385, 7386 & 7387	every other lot except 7385, 7386 & 7387
10	Positive covenant	7101-7384 incl	Blacktown City Council

  
 (Signatory) Wooring Park Pty. Ltd.

  
 71.  
 John Bonelli, of and by,  
 76 4002012 134 1387  
 Authorised Person  
 Blacktown City Council

Ref 75260-7C DP1261155

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

Plan: **DP1261155**

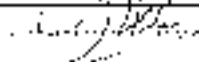
Plan of subdivision of Lot 3 DP1230406  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 12 of 27 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
11.	Restriction on the use of land	7101-7384 incl	Blacktown City Council
12.	Restriction on the use of land	7101-7384 incl	Blacktown City Council
13.	Restriction on the use of land	7168, 7169, 7112, 7117, 7192, 7150, 7135, 7135, 7139, 7133, 7134, 7164, 7168, 7183, 7197, 7198, 7200, 7201, 7208, 7209, 7210, 7212, 7213, 7220, 7221, 7223, 7224, 7233, 7234, 7235, 7237, 7238, 7241, 7242, 7243, 7252, 7255, 7260, 7263, 7264, 7267, 7268, 7289, 7290, 7296, 7297, 7298, 7300, 7301, 7314, 7315, 7317, 7318, 7319, 7322, 7323, 7324, 7326, 7327, 7328, 7329, 7336, 7337, 7338, 7350, 7351, 7352, 7353, 7354, 7355, 7356, 7357, 7358, 7359, 7360,	Blacktown City Council

(Signatory)  Woollah Park Pty. Ltd.

  
 Authorised Person  
 Blacktown City Council

Ref: 2-060-7C DP1261155

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

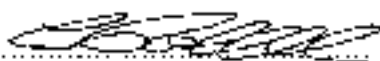
Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC-22-00030

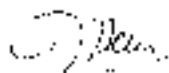
(Sheet 13 of 27 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Benefited lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
13. continued	Restriction on the use of land	7361, 7366, 7367, 7368, 7370, 7371, 7372, 7375, 7376, 7377, 7379, 7380 & 7385	Blacktown City Council
14.	Restriction on the use of land	7101-7384 incl	Blacktown City Council
15.	Restriction on the use of land	7104 & 7124-7142 incl	Blacktown City Council
16	Easement to drain water (over whole lot) (E4)	7385	Blacktown City Council
17.	Right of access (over whole lot) (E3)	7385	Blacktown City Council
18.	Restriction on the use of land	7101, 7102, 7103 7105-7117 incl, 7143-7147 incl, 7157-7176 incl, 7191, 7363-7373 incl, 7349-7362 incl, 7331, 7292-7295 incl, 7320, 7321	Every other lot except 7385, 7386 & 7387
19.	Easement to Drain Water 6 wide (E41)	7386	Blacktown City Council

  
 (Signatory) Woorong Park Pty. Ltd.

Ref: 20260-7C DP1261155

  
 Electronic signature of me,  
 John Penn F., affixed by me  
 on 4/9/2023 1:54:10 PM

Authorised Person  
 Blacktown City Council



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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
and Lot 5290 DP1236025  
covered by Subdivision Certificate No. SC-22-00030

(Sheet 14 of 27 Sheets)

### Part 2 (Terms)

1. Terms of Easements for Access & Maintenance 0.9 wide (E2) & (E21) numbered one and two and 1.5 wide (E22) numbered three in the abovementioned plan

1.1 The owner of the lot benefited may:


- 1.1.1 use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;
- 1.1.2 enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- 1.1.3 do anything reasonably necessary for those purposes, including:
  - entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement

1.2 In exercising those powers, the owner of the lot benefited must:

- 1.2.1 ensure all work is done properly;
- 1.2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- 1.2.3 cause as little damage as is practicable to the lot burdened and any improvements on it;
- 1.2.4 restore the lot burdened as nearly as practicable to its former condition; and
- 1.2.5 make good any collateral damage.

1.3 The owner of the lot burdened must not:-

- 1.3.1 allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building;
- 1.3.2 carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.



(Signatory) Weirong Park Pty. Ltd.



Electronic signature of me,  
Judith Pordell, attested by me  
on 4/17/2022 1:04:33 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1261155** Plan of subdivision of Lot 3 DP1230409  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC-22 00030

(Sheet 15 of 27 Sheets)

**Part 2 (Terms)**

The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate across the easement site from the building structure on the lot burdened.

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

2. **Terms of Easement to Drain Water 1.5 wide (EI) numbered four in the abovementioned plan**

Easement to Drain Water within the meaning of Part 3 of Schedule 8 of the Act as amended

3. **Terms of Easement for Padmount Substation (E3) 2.75 wide numbered five in the abovementioned plan**

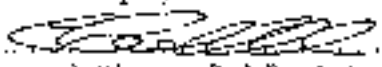
The terms set out in Memorandum N° AK10462J registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

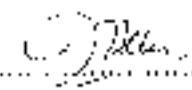
4. **Terms of Restriction on the Use of Land (R1) numbered six in the abovementioned plan**

**4.1 Definitions:**

4.1.1 120/120/120 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,

4.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

  
(Signatory) Woorong Park Pty. Ltd.

  
Electronic signature of me,  
Jacith Pono E. Affid by me  
on 10/07/2022 1:24:33 PM  
Authorised Person  
Blacktown City Council

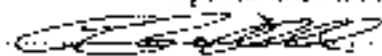
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

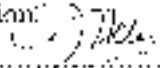
Plan: **DP1261155** Plan of subdivision of Lot 5 DP1230405  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC-22-00030

(Sheet 16 of 27 Sheets)

Part 2 (Terms)

- 4.1.3 erect includes construct, install, build and maintain;
- 4.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.
- 4.2 No building shall be erected or permitted to remain within the restriction site unless:
- 4.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and
- 4.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
- 4.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.4.1 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 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
- 4.4.2 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.

  
(Signatory) Woorong Park Pty. Ltd

  
Authorised Person  
Blacktown City Council

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

Plan: **DP1261155** Plan of subdivision of Lot 3 DP1230108  
 and Lot 5290 DP1235023  
 covered by Subdivision Certificate No. SC-22-00030

(Sheet 17 of 27 Sheets)

**Part 2 (Terms)**

**5. Terms of Restriction on the Use of Land (R2) numbered seven in the abovementioned plan**

**5.1 Definitions:**

5.1.1 erect includes construct, install, build and maintain.

5.1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

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

**5.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

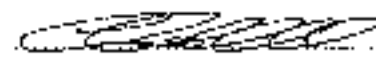
5.3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution 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.

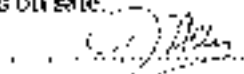
5.3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**6. Terms of Restriction on the Use of Land numbered eight in the abovementioned plan**

6.1 In this restriction on use of land, the following expressions have the following meaning:

6.1.1 Woorong Park means Woorong Park Pty Ltd ACN 094 493 428 and each of its successors and assigns excluding purchasers on sale.

  
 (Signatory) Woorong Park Pty Ltd.

  
 Electronic signature of me,  
 Authorised Person,  
 Blacktown City Council  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1261155**

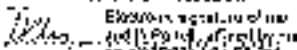
Plan of subdivision of Lot 3 DP1236408  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC22-00030

(Sheet 13 of 23 Sheets)

**Part 2 (Terms)**

- 6.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Woorong Park its successors and assigns other than purchasers on sale.
- 6.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- 6.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 6.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 6.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 6.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Woorong Park having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Woorong Park BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:-
- 6.7.1 any such sign does not exceed nine hundred millimeters (900mm) in width and nine hundred millimeters (900mm) in height; and
- 6.7.2 any such sign is painted and/or decorated in its entirety by a professional signwriter
- 6.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used on connection with the erection of a dwelling on the relevant lot burdened.

  
(Signatory) Woorong Park Pty. Ltd

  
Electronically signed by me  
and I am authorised by the  
on 20/09/2022 (14:08:44)  
Authorised Person  
Blacktown City Council

Ref: 20209-7C DP1261155

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


Plan: **DP1261155**

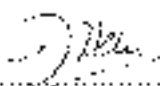
Plan of subdivision of Lot 3 DP1230408  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No 50 22 00060

(Sheet 19 of 27 Sheets)

#### Part 2 (Terms)

- 5.9 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 6.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 6.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- 6.11.1 not visible from any public road and/or place; or is
- 6.11.2 screened from any public road and/or place in a manner approved by Woorong Park.
- 6.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 6.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 6.14 No visually obtrusive & unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted A/C units, condensers, solar roof collectors, A/C service lines, clotheslines, aerials, gardens sheds etc. are not to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.

  
.....  
(Signatory) Woorong Park Pty. Ltd.

  
.....  
Electronic signature of: Judith Powell, dated 20/09/2022 at 10:04 PM  
Authorized Person  
Blacktown City Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 86B Conveyancing Act 1919.

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1226025  
 covered by Subdivision Certificate No. SC-22 00020

(Sheet 20 of 23 Sheets)

Part 2 (Terms)

- 6.15 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or on a lot burdened
- 6.16 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not emit odours.
- 6.17 No vehicle may be parked on a lot burdened unless it is parked:
- 6.17.1 in a garage or driveway on the lot burdened;
  - 6.17.2 in an area designated as being an area where a vehicle may be parked

Name of party empowered to release vary or modify terms of restriction numbered eight in the plan is Woorong Park Pty Ltd ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.

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

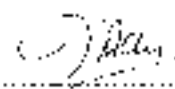
7.1 In this restriction on use of land, the following expressions have the following meaning:

- 7.1.1 Newpark Design Guidelines means design essentials for the carrying out of development on the land the subject of the plan published by Woorong Park from time to time;
- 7.1.2 Woorong Park Pty Ltd ACN: 094 493 428 and each of its successors and assigns excluding purchasers on sale.

7.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Newpark Design Guidelines.

  
 (Signatory) Woorong Park Pty. Ltd.

R.G. 49260-7C DP1261155

  
 Electronic signature of ms.  
 Judith Portelli on 10/09/2022 at 10:12 PM  
 Authorised Person  
 Blacktown City Council

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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
 and Lot 5290 DP1236023  
 covered by Subdivision Certificate No. SC 22 00030

(Sheet 21 of 27 Sheets)

**Part 2 (Terms)**

- 7.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Newpark Design Guidelines.
- 7.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Newpark Design Guidelines.
- 7.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Newpark Design Guidelines.

Name of Party empowered to release vary or modify terms of restriction numbered nine in the plan is Woorong Park ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.

**8. Terms of Positive Covenant numbered ten in the abovementioned plan**

At the issue of Subdivision Certificate and in perpetuity the burdened Lot(s) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

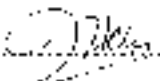
**9. Terms of Restriction on the use of land numbered eleven in the abovementioned plan**

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

**10. Terms of Restriction on the use of land numbered twelve in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed on footings or slab designed by a Chartered Professional Engineer in accordance the Salinity Assessment Report prepared by Geotech Testing Pty Ltd Ref. 8599/76-AA dated 25/11/21 to the requirements and satisfaction of Blacktown City Council

  
 (Signatory) Woorong Park Pty. Ltd.

  
 Second Signature of me,  
 Authorised Person  
 Blacktown City Council



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

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1230408  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC-22 00030

(Sheet 22 of 23 Sheets)

**Part 2 (Terms)**

**11. Terms of Restriction on the use of land numbered thirteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed in accordance with the approved specified Building Envelope Plans Ref. X14419-P7-DA\_3\_1, Rev 9, Sheet 10 of 17 dated 19 August 2020 held on file SPP-17-00046/MOD-20-00195

**12. Terms of Restriction on the use of land numbered fourteen in the abovementioned plan**

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

**13. Terms of Restriction on the use of land numbered fifteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened, within a distance of 4.5m of the adjoining Public Road, unless such buildings are a Class 10b structure.

**14. Terms of Easement to Drain Water (over whole lot) (E4) and Easement to Drain Water 6 wide (E41) numbered sixteen and nineteen in the abovementioned plan**

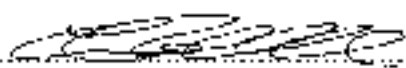
Easement to drain water within the meaning of Part 3 of Schedule 4A of the Act as amended.

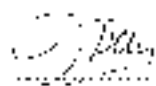
**15. Terms of Right of Access (over whole lot) (E5) numbered seventeen in the abovementioned plan**

Right of access within the meaning of Part 11 of Schedule 4A of the Act as amended.

**16. Terms of Restriction on the Use of Land numbered eighteen in the abovementioned plan**

No dwellings will be permitted to be constructed or to remain on the lot(s) hereby burdened other than double storey dwellings.

  
(Signatory) Woorong Park Pty. Ltd.

  
Electronic signature of an  
authorised person, issued by irv  
on 4/07/2023 1:05:26 PM  
Authorised Person  
Blacktown City Council

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

**Plan: DP1261155**

Plan of subdivision of Lot 3 DP1236408  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC-22-00030

(Sheet 23 of 27 Sheets)

**Part 2 (Terms)**

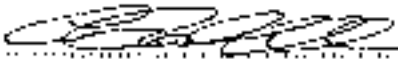
**Name of Party whose consent is required to release vary or modify terms of restriction numbered eighteen in the plan is Woorong Park Pty Ltd ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.**

**Name of Authority whose consent is required to release, vary or modify terms of Easements and Restrictions numbered five, six and seven in the abovementioned plan**

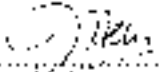
Epsilon Distribution Ministerial Holding Corporation.

**Name of Authority whose consent is required to release, vary or modify terms of Easements, Restrictions and Positive Covenants numbered one, two, three, four, ten to seventeen inclusive and nineteen in the abovementioned plan**

Blacktown City Council

  
.....  
(Signatory) Woorong Park Pty. Ltd

Ref: 20269-7C DP1261155

  
.....  
Electronically signed on me,  
with Public Key, signed by me  
on 20230922 10:59 PM  
Authorized Person  
Blacktown City Council

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

**Plan: DP1261155**

Plan of subdivision of Lot 3 DP1230408  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No

(Sheet 24 of 27 Sheets)

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)

Digitally signed by  
Natalasha Issac  
Date: 2022.04.12  
09:06:12 +10'00'



Digitally signed by  
Simon Lawton  
Date: 2022.04.12  
08:42:44 +10'00'

Signature of Witness

Signature of Attorney

Name of Witness

Name and position of Attorney:

Simon Lawton

Strategic Property Manager

Natalasha Issac

Power of Attorney: Book 4793 No 57

Address of Witness:

c/ Endeavour Energy

Signing on behalf of:

51 Huntingwood Drive

Endeavour Energy Network Asset Partnership

HUNTINGWOOD NSW 2148

ABN 30 586 412 717

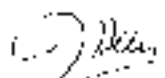
This document has been signed in accordance with  
and witnessed over audio visual link in  
accordance with Section 110 of the  
Electricity Network Assets Act 2015

Endeavour Energy reference

URS23984 & PL11271



(Signatory) Wooreng Park Pty. Ltd.



Electronically signed by  
Simon Lawton, on 12/04/2022 at 08:42:44

Authorised Person  
Blacktown City Council

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

Plan: **DP1261155**

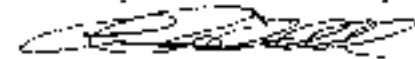
Plan of subdivision of Lot 3 DP1260405  
and Lot 5290 DP1236023  
covered by Subdivision Certificate No. SC-22-00230

(Sheet 25 of 27 Sheets)

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: Woorong Park Pty Ltd ACN 094 493 426

Authority: Section 127 Corporations Act 2001



Signature of authorised person:

GARRY ROTHWELL

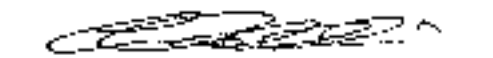
Name of authorised person:

Office held: Sole Director / Secretary

LEVEL 20, 100 ARTHUR STREET

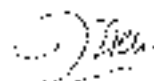
NORTH SYDNEY 2060

Address of authorised person:



(Signatory) Woorong Park Pty Ltd

Ref: 26260 7C DP1261155



Electronic signature of me  
Judith Peng, affixed by me  
on 4/07/2022 10:54:42 PM

Authorised Person  
Blacktown City Council

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

Plan: **DP1261155**

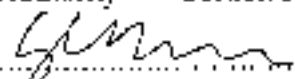
Plan of subdivision of Lot 3 DP1236448  
and Lot 5290 DP1235023  
covered by Subdivision Certificate No. SL22-00030

(Sheet 26 of 27 Sheets)

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: MCH Agency Services Pty Ltd ACN 636 392 928 being the  
Mortgagee under Mortgage number AR 283328

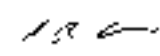
Authority Section 127 Corporations Act 2001

  
.....  
Signature of authorised person:

Graham McNamara  
.....  
Name of authorised person:  
Office held: Director

2 Ridge St, North Sydney NSW 2060  
.....

.....  
Address of authorised person.

  
.....  
Signature of authorised person:

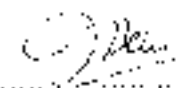
Andrew Lockhart  
.....  
Name of authorised person:  
Office held: Director / Secretary

2 Ridge St, North Sydney NSW 2060  
.....

.....  
Address of authorised person:

  
.....  
(Signatory) Woollah Park Pty. Ltd.

Ref. 20260-7C DP1261155

  
.....  
Authorised Person  
Blacktown City Council

Electronic signature of me.  
Data created by me  
on 09/02/2022 10:04 AM

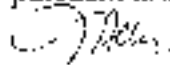
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 85B Conveyancing Act 1919.

Plan: **DP1261155**

Plan of subdivision of Lot 3 DP1250408  
and Lot 5290 DP1256023  
covered by Subdivision Certificate No. SC-22-00030

(Sheet 27 of 27 Sheets)

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

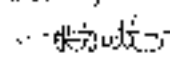
 Electronic signature of me,  
Judith Portelli, dated by me  
on 4/8/2022 1:00:06 PM

Signature of delegate

Judith Portelli

Name of delegate

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

 Electronic signature of me,  
Kerry Bullock, dated by me  
on 4/8/2022 2:19:09 PM

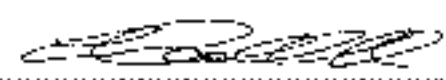
Signature of Witness

Kerry Bullock

Name of Witness

62 Flushcombe Road Blacktown NSW 2146

Address of Witness

  
(Signatory) Woorong Park Pty. Ltd.

Req. 20206-7C DP1261155

REGISTERED:



8/07/2022

System Document Identification

Land Registry Document Identification

Form Number:08X-e  
Template Number:x\_nsw11  
ELN Document ID:1826502580

CAVEAT  
New South Wales  
Section 74F Real Property Act 1900

AT7026

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

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: NORTH WEST PROPERTY LEGAL ABN 22326327766  
Address: 102 Acres RD  
Kellyville 2155  
Email: northwestlegal@bigpond.com  
ELNO Subscriber Number: 12368  
Customer Account Number: 501581F  
Document Collection Box: 1W  
Client Reference: 6590

LAND TITLE REFERENCE

7936/1272576

CAVEATOR

COMFORT CONSTRUCTIONS PTY LTD ACN 644293774  
Registered company  
79 Brinsley AV  
TALLAWONG NSW 2762

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address  
COMFORT CONSTRUCTIONS PTY LTD  
79 Brinsley AV  
TALLAWONG NSW 2762

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

KAMALJIT KAUR  
50 Beauchamp DR  
THE PONDS NSW 2769

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

- 1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
- 4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
- 7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage  
By virtue of: Loan Agreement  
Dated: 05/04/2023

Between COMFORT CONSTRUCTIONS PTY LTD  
And KAMALJIT KAUR

Details Supporting The Claim: Loan Agreement between Comfort Constructions Pty Ltd A.C.N. 644293774 (Lender) and Mandeep Singh & Kamaljit Kaur (Borrowers & Guarantors)

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

---

## SIGNING

**Signing Party Role:** Receiving

I certify that:

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

### Party Represented by Subscriber:

COMFORT CONSTRUCTIONS PTY LTD

**Signed By:** Sabina Iezza

**Signer Capacity:** Practitioner Certifier

**ELNO Signer Number:** 28861

**Digital Signing Certificate Number:**

**Signed for  
Subscriber:**

SABINA VENERA IEZZA ABN 22326327766

NORTH WEST PROPERTY LEGAL

**Subscriber Capacity:** Representative Subscriber

**ELNO Subscriber Number:** 12368

**Customer Account Number:** 501581

**Date:** 14/04/2023



# Planning certificate



## Section 10.7 (2) and (5)

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

### Applicant details

CONTRACT CONVEYANCING PTY LTD  
PO BOX 3063  
ROUSE HILL NSW 2155

**Your reference** KAUR

### Certificate details

**Certificate no.** PL2023/12654

**Fee**

**Date issued** 20 September 2023

**Urgency fee** N/A

**Receipt no** ReceiptNo

### Property information

**Property ID** 405233

**Land ID** 402973

**Legal description** LOT 7936 DP 1272576

**Address** 68 GARGANEY PARADE MELONBA NSW 2765

**County** CUMBERLAND

**Parish** ROOTYHILL

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

### Disclaimer

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

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

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

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

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

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

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

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

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

## Employment Land Zones Reforms

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

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

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

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

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

## Section 10.7 (2)

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

### 1. Relevant planning instruments and development control plans

#### 1.1 Environmental planning instruments

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

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

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

#### 1.2 Development control plans

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

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

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

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

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

#### 1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022

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

- Review of Clause 4.6

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

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

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

- Amendment to the then Infrastructure State Environmental Planning Policy

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

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

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

- Proposed State Environmental Planning Policy (Environment)

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

## 1.4 Proposed development control plans

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

## 2. Zoning and land use under relevant environmental planning instruments

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

### 2.1 Zoning

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

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

## **Zone R2 Low Density Residential**

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

### **2 Permitted without consent**

Home occupations

### **3 Permitted with consent**

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

### **4 Prohibited**

Any development not specified in item 2 or 3

## **2.2 Zoning under draft Environmental Planning Instruments**

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

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

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

## **2.3 Additional permitted uses**

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

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

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

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

## 2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

## 2.5 Biodiversity

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

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

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

## 2.6 Conservation area

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

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

The areas where the plan applies are:

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

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

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

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

[https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP\\_View](https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View)



## 2.7 Heritage

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

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

## 3. Contributions plans

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### 3.1 Contribution plans

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

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

### 3.2 Draft contributions plans

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

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

### 3.3 Special contributions

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

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

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

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

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

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

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

## 4. Complying development

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### 4.1 Where complying development codes apply

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

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

### 4.2 Variations to complying development codes

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

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

## 5. Exempt development

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### 5.1 Where exempt development codes apply

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

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

### 5.2 Variations to exempt development codes

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

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

## 6. Affected building notices and building product rectification orders

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### 6.1 Affected building notice in force

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

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

## 6.2 Affected building rectification order in force

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

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

## 6.3 Affected building rectification order – notice of intent

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

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

# 7. Land reserved for acquisition

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## 7.1 Current provisions

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

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

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

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

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

## 7.2 Draft provisions

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

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

## 8. Road widening and road realignment

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

### 8.1 The Roads Act 1993 Part 3 Division 2

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

### 8.2 An environmental planning instrument

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

### 8.3 A resolution of the Council

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

## 9. Flood related development controls

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The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by NSW Government authorities or Council.

The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email [Floodadvice@blacktown.nsw.gov.au](mailto:Floodadvice@blacktown.nsw.gov.au)

### Exhibition - Local Overland Flow and Eastern Creek Flood Studies

From 2 May 2023 – 23 June 2023, Council has placed on exhibition the Local Overland Flow and Eastern Creek Flood Studies.

Revised mapping work as part of this study has identified new information affecting various properties. Some previously unclassified properties within these study areas are now within the flood planning area, and some properties previously within the flood planning area have now been removed.

If this study is adopted, this will be reflected in future certificates for the affected properties.

For more information, including to see if your property is affected, please visit our website: <https://www.blacktown.nsw.gov.au/Have-Your-Say/Local-Overland-Flow-and-Eastern-Creek-Flood-Studies>

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

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

### 10.1 Land slip

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

### 10.2 Bush fire

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

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

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

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

### 10.3 Tidal inundation

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

### 10.4 Subsidence

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

### 10.5 Acid sulfate soils

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

### 10.6 Contamination

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

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

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

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

### **10.7 Aircraft noise**

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

### **10.8 Salinity**

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

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

### **10.9 Coastal hazards**

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

### **10.10 Sea level rise**

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

### **10.11 Other risks**

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

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

## 11. Bushfire prone land

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

The subject land is shown on Council's Bush Fire Prone Land Map as being within 30m buffer around Category 2.

The *Rural Fires and Environmental Assessment Legislation Amendment Act 2002*, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. Bush fire prone land is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## 12. Loose-fill asbestos insulation

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

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

## 13. Mine subsidence

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

## 14. Paper subdivision information

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### 14.1 Development plan adopted

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

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

### 14.2 Development plan adopted – subject to ballot

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

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

### 14.3 Subdivision order

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

The land is not subject to a subdivision order.

## 15. Property vegetation plans

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

## 16. Biodiversity stewardship sites

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

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

## 17. Biodiversity certified land

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

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

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

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

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

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

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

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



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

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

## 20. Western Sydney Aerotropolis

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

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

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

### 20.2 On the Lighting intensity and Wind shear map

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

### 20.3 On the Obstacle limitation surface map

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

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

### 20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

## 21. Development consent conditions for seniors housing

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

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

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

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### 22.1 Site compatibility certificate

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

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

### 22.2 SEPP Housing - conditions of consent

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

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

## 22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

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### 23.1 Significant contamination

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

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

### 23.2 Management order

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

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

### 23.3 Voluntary management proposal

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

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

### 23.4 Maintenance order

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

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

### 23.5 Site audit statement

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

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

## Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

### 1. Planning instruments and covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

### 2. Loose-filled asbestos insulation

Some residential homes located in the Blacktown local government area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact NSW Fair Trading at: <https://www.fairtrading.nsw.gov.au/contact-us>

### 3. Asbestos containing materials

Older residential homes located in the Blacktown local government area may potentially be constructed with asbestos containing material, for example in the eaves, bathroom walls or external walls. Asbestos containing materials were phased out in the 1980s, but a total ban was not in effective until December 2003. NSW Government asbestos finder (<https://www.asbestos.nsw.gov.au/asbestos-locations>) has a database to assist in finding areas where asbestos containing materials have been used.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 2003, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether asbestos containing material is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact SafeWork NSW at: <https://www.safework.nsw.gov.au/contact-us>

## **Attachment 1 – State Environmental Planning Policies**

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

### **State Environmental Planning Policy (Housing) 2021**

The principles of this policy include to

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

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

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

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

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

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

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

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

### **State Environmental Planning Policy No 65 - Design Quality of Apartments**

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

**State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy contains:

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

**State Environmental Planning Policy (Industry and Employment) 2021**

This policy contains planning provisions:

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

**State Environmental Planning Policy (Planning Systems) 2021**

This policy:

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

**State Environmental Planning Policy (Primary Production) 2021**

This policy contains planning provisions:

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



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

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

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

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

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

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

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy contains planning provisions:

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

### **State Environmental Planning Policy (Resources and Energy) 2021**

This policy contains planning provisions:

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

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

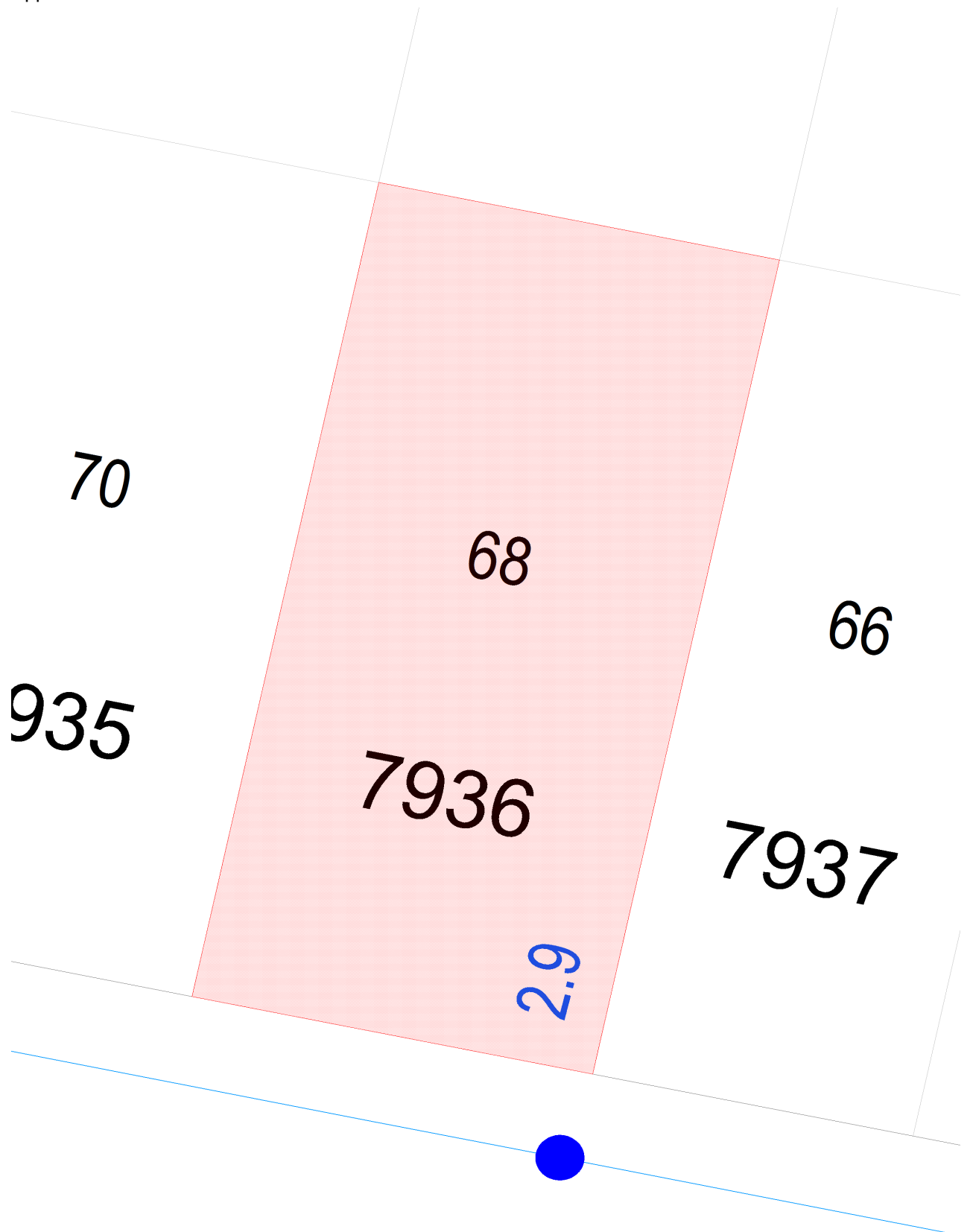
This policy contains:

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

End of certificate



**Service Location Print**  
Application Number: 8002809814



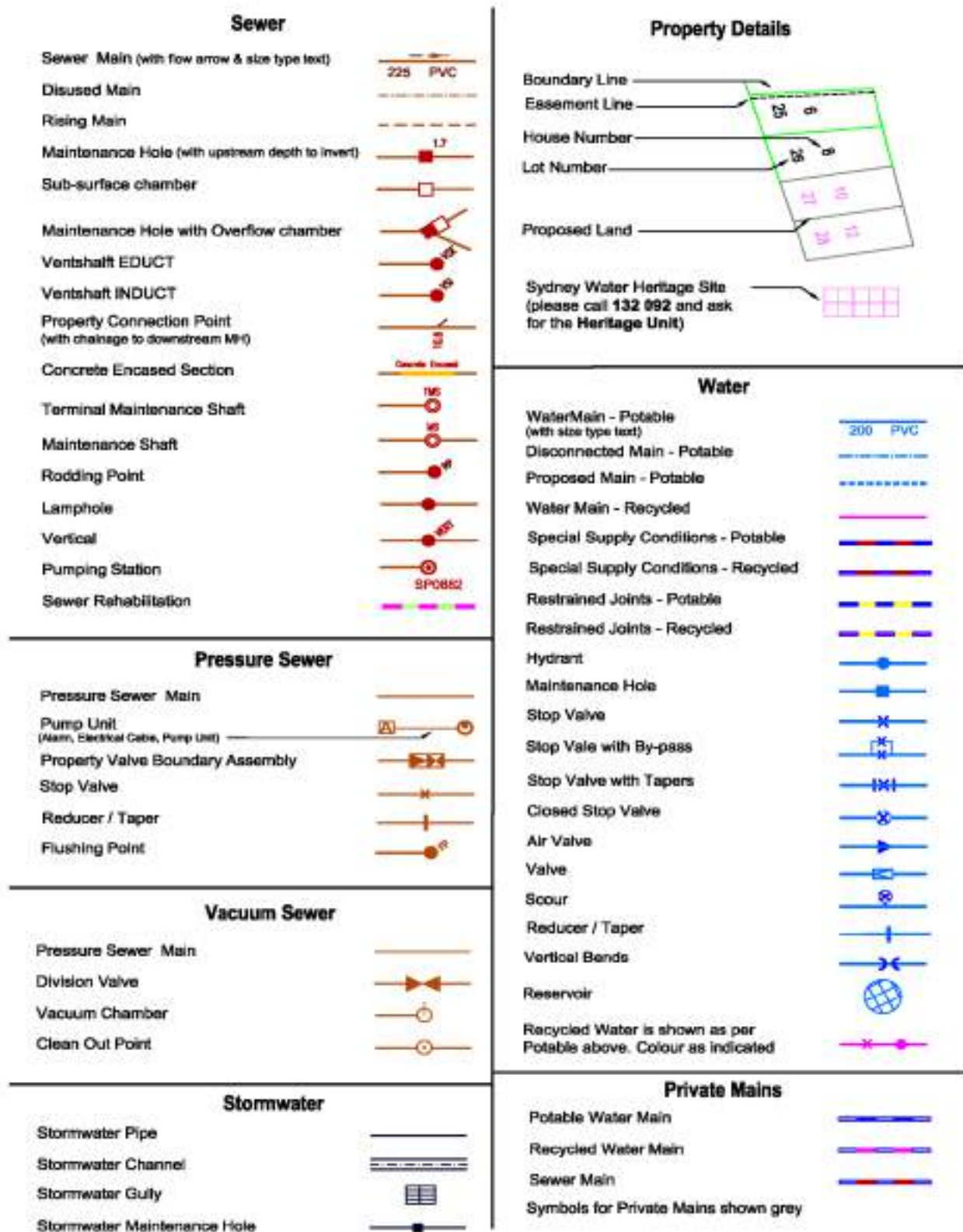
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**Disclaimer**

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

# Asset Information

## Legend



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## Pipe Types

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

## Further Information

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

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

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

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20 September 2023

**Infotrack Pty Limited**

**Reference number: 8002809815**

**Property address: 68 Garganey Pde Melonba NSW 2765**

## **Sewer service diagram is not available**

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

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

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

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Jodie Gray  
Manager Customer Accounts