

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd Suite 606, North Tower, 1-5 Railway Street Chatswood NSW 2067	Tel: 02 9884 8969 Ref: Leo Li 0451 990 998
co-agent Vendor	Zheng DAI and Hong PAN	
vendor's solicitor	Wiston Partner Suite 275, Mirama Building, 398-408 Pitt Street Sydney NSW 2000 wistonpartner@gmail.com	Tel: 02 8061 6538 Mobile: 0421 198 656 Ref: 114413
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	71 Boundary Road, Tallawong NSW 2762 Lot 126 in Deposit Plan 1209911 Folio Identifiers: 126/1209911 <input checked="" type="checkbox"/> VACANT POSSESSION <input 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	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood
	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" 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	Tel: Fax:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____ 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 (ELM) (clause 4): PEXA

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Tel:

SECTION 66W CERTIFICATE

I, _____ of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **71 Boundary Road Tallawong NSW 2762**, from **Zheng DAI and Hong PAN** to _____
in order that there is no cooling off period in relation to that contract;
3. I do not act for **Zheng DAI and Hong PAN** and am not employed in the legal practice of a solicitor acting for Zheng DAI and Hong PAN nor am I a member or employee of a firm of which a solicitor acting for **Zheng DAI and Hong PAN** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-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.

71 Boundary Road Tallawong NSW 2762

CONDITIONS OF SALE BY AUCTION

- 1.** If the property is or intended to be sold at auction the following are prescribed and applicable to and in respect of the sale by auction of land or livestock.
 - a)** The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - b)** A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - c)** The highest bidder is the purchaser, subject to any reserve price;
 - d)** In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - e)** The auctioneer may refuse to accept any bid that, in the auctioneer opinion, is not in the best interest of the seller;
 - f)** A bidder is taken to be principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid or for or on behalf of another person;
 - g)** A bid cannot be made or accepted after the fall of the hammer;
 - h)** As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale;

- 2.** The following conditions, in addition to those prescribed by Clause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a)** All bidders must be registered in the Bidders record and display and identifying number when making a bid;
 - b)** One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer made on behalf of the seller;
 - c)** When making a bid on behalf of the seller or accepting a bid made by or made on behalf of the seller, the auctioneer must clearly state that the bid was made by on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

1. Variation of Standard Form

- 1.1 The following conditions in the Contract for the sale of land which comprises part of this contract are amended as followings:
- a) Clause 10.1.8 and 10.1.9, by omitting “substance” and substituting “existence”;
 - b) Clause 14.2.2 is omitted.
 - c) Clause 20.6.5 is omitted.
 - d) Clause 23.13 is deleted and replaced with the following clause: “The purchaser must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 3 days before the date for completion”;
 - e) Clause 23.14 is deleted and replaced with the following clause: “The vendor does not have to complete earlier than 3 days after service of the certificate and clause 21.3 does not apply to this provision.”
- 1.2 If there is any inconsistency between the standard form and the special conditions, the special conditions prevail.

2. Notice to Complete

- 2.1 Issue of notice
- a) If completion does not occur on or before the Completion Date, at any time thereafter either *party* (not then being in default under this Contract) may *serve* on the other a Notice to Complete requiring completion of this Contract by 3.30pm on a specified *business day* being not less than ten (10) *business days* (“Notice Period”) after the date of *service* of the Notice to Complete.
 - b) The *parties* agree that:
 - i) The Notice Period is sufficient and reasonable in all circumstances; and
 - ii) Time will be essential for compliance with any Notice to Complete.
- 2.2 Notice period
- a) The Notice period commences at 3.30pm on the day on which the Notice to Complete is *served*, providing it is served by 5.00pm on that day;
 - b) A *party* who has served a Notice to Complete may at any time before the expiry of the Notice Period, give to the other written notice either withdrawing the Notice to Complete or extending the Notice Period, in either case without any limitation as to frequency.
- 2.3 Cost
- If the purchaser fail to complete on the completion date, the Purchaser must pay as an essential term of this Contract an amount of \$220.00 for the legal costs incurred by the Vendor for the additional instructions, attendances and communications occasioned by the delay (inclusive of the issue of Notice to Complete).

3. Interest

3.1 Payment of interest

If completion does not occur on or before the Completion Date, the Purchaser shall pay as agreed liquidated damages to the Vendor on completion, by cash or *settlement cheque*, interest calculated:

- a) daily at the rate of 8% per annum; and
- b) on the unpaid balance of the Price;

In respect of the period (“Interest Period”) commencing on the day following the Completion Date through no fault of the Vendor and ending on the day on which completion actually takes place.

4. Acknowledgements by Purchaser

- 4.1 On each occasion that a date appointed for completion has to be rescheduled through no fault of the vendor (or any attendee on his behalf, including a discharging mortgagee) or the completion address is changed at the purchaser’s request on settlement date, the Purchaser will pay to the vendor’s solicitors the sum of \$55.00 upon completion as an essential term of this Contract.

5. Agent

The Purchaser acknowledges:

- 5.1 The Purchaser warrants to the Vendor that they were not introduced to the property by any agent other than the Vendor’s Agent (if any) as shown on the front page of this contract, nor was any other agent the effective cause of the sale in this Contract;
- 5.2 The Purchaser must at all times indemnify and keep indemnified the Vendor against any claim for commission by any person other than the Vendor’s agent arising out of a breach of the warranty in Special condition 5.1 and all actions, proceedings and expenses arising out of any such claim.

6. Deleted

7. Property Present Condition

- 7.1 The purchaser has relied exclusively on his/her representative’s investigation and inspection of the Property(including, without limitation, the use to which it may be put and any restrictions applicable to that use) except to the extent of the disclosures, warranties and representations by the Vendor contained in this Contract and its annexures;
- 7.2 The Purchaser accepts the Property in its present state of repair and structural condition with all faults and defects, whether latent or patent, including any infestation, environmental hazard, contamination or dilapidation.

8. Deleted

9. Guarantor If Corporate Purchaser

1. If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the Purchaser of the Purchase Price and all other moneys payable by the Purchaser to the Vendor under this Contract. The Guarantee shall be in the form contained in special condition 2.

2.
 - (a) The Vendor at the request of the Guarantor(s) (whose name(s) and address(es) and description(s) are set out in the Schedule below) has/have agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase from the Vendor. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.

 - (b) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed.

 - (c) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of this Contract.

 - (d) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

11. End of Year Settlement

Despite any other provision of this contract:

- (a) If the date of completion is between 22 December 2023 and 15 January 2024 (inclusive), then the date for completion will be 15 January 2024.
- (b) If the date for completion is on or before 22 December 2023 and, not due to the vendor's default, this contract is completed by 3:30PM on 22 December 2023, then:
 - (i) the settlement can be booked during the Christmas break with the settlement fee \$600 plus GST;
 - (ii) the purchaser must pay interest to the vendor in accordance with clause 3.1 for the period from the scheduled date for completion up to and including the date of actual completion;
 - (iii) it is an essential provision of this contract that the interest is paid on completion.
- (c) Should any other event, condition, notice or due date in relation to this contract is or becomes due to occur during the Christmas Break, then the event, condition, notice or due date will be due to occur on 15 January 2024.



FOLIO: 126/1209911

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	5:39 PM	6	21/10/2022

LAND

LOT 126 IN DEPOSITED PLAN 1209911
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1209911

FIRST SCHEDULE

HONG PAN
ZHENG DAI
AS JOINT TENANTS (T AM350389)

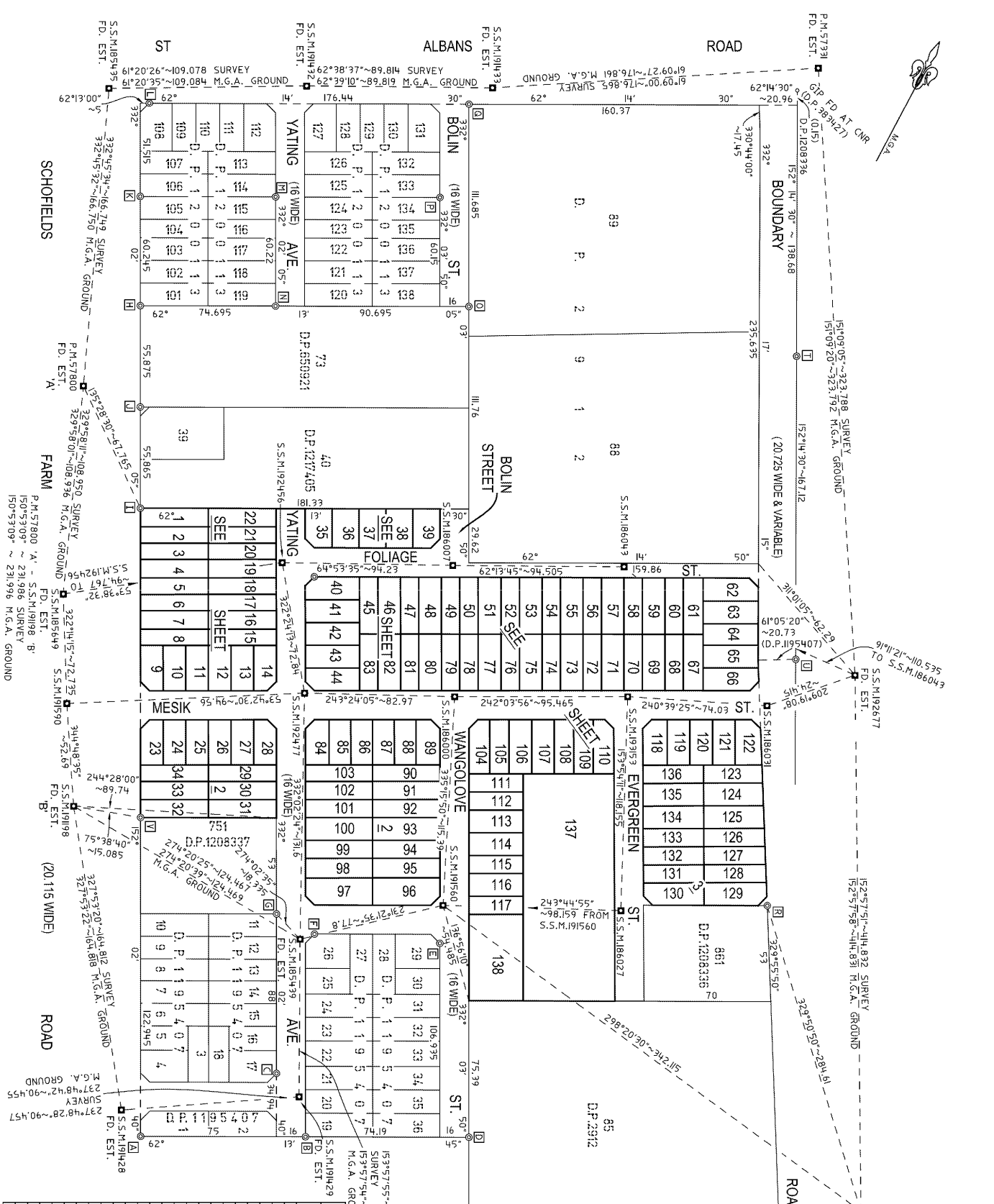
SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1208336 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1209911 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1209911 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1209911 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1209911 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 AS570943 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION	D.P.
A	68°22'30"	5.49	R.M. D.H.&M. FD.	D.P. 1195407
B	108°53'20"	4.945	R.M. D.H.&M. FD.	D.P. 1195407
C	289°59'20"	17.965	R.M. S.S.M. 1914249	D.P. 1195407
D	90°33'00"	3.935	R.M. D.H.&M. FD.	D.P. 1195407
E	67°52'30"	12.635	R.M. D.H.&M. FD.	D.P. 1195407
F	205°32'30"	3.79	R.M. D.H.&M. FD.	D.P. 1195407
G	304°34'00"	7.39	R.M. D.H.&M. FD.	D.P. 1195407
H	292°54'30"	20.035	R.M. D.H.&M. FD.	D.P. 1195407
I	62°44'30"	14.655	R.M. D.H.&M. FD.	D.P. 1200113
J	70°03'00"	14.805	R.M. D.H.&M. FD.	D.P. 1200113
K	87°14'00"	21.35	R.M. P.M. 57800	D.P. 1211405
L	66°16'30"	5.505	R.M. D.H.&M. FD.	D.P. 1200113
M	61°05'00"	14.58	R.M. D.H.&M. FD.	D.P. 1200113
N	146°47'00"	10.665	R.M. D.H.&M. FD.	D.P. 1200113
O	158°47'00"	20	R.M. D.H.&M. FD.	D.P. 1200113
P	263°28'30"	3.73	R.M. D.H.&M. FD.	D.P. 1200113
Q	247°18'00"	12.66	R.M. D.H.&M. FD.	D.P. 1200113
R	188°09'00"	5.695	R.M. D.H.&M. FD.	D.P. 1200113
S	205°59'30"	15.495	R.M. D.H.&M. FD.	D.P. 1200113
T	115°24'30"	5.7	R.M. D.H.&M. FD.	D.P. 1200113
U	87°43'00"	13.88	R.M. D.H.&M. FD.	D.P. 1200113
V	208°51'00"	4.015	R.M. D.H.&M. FD.	D.P. 1200113
W	90°57'00"	21.5	R.M. D.H.&M. FD.	D.P. 1200113
X	241°09'20"	2.02	R.M. G.I.P. FD.	D.P. 1208336
Y	68°55'40"	0.93	R.M. G.I.P. FD.	D.P. 1208336
Z	313°31'20"	5.815	R.M. S.S.M. 1926777	D.P. 1209199
V	64°51'15"	14.605	R.M. D.H.&M. FD.	D.P. 1208337

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2) & 35(11)(b)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
P.M. 57331	303 749 891	6 270 370 033	B	2	SCANS
P.M. 57342	304 994 669	6 269 716 867	B	2	SCANS
P.M. 57800	303 495 778	6 270 042 864	B	2	SCANS
S.S.M. 185435	303 419 446	6 270 191 129	C	4	SCANS
S.S.M. 185439	303 332 783	6 269 830 738	C	4	SCANS
S.S.M. 186449	303 550 304	6 269 948 508	C	4	SCANS
S.S.M. 186800	303 425 249	6 269 994 154	U	0	TRAVELER
S.S.M. 186807	303 811 566	6 270 044 701	U	0	TRAVELER
S.S.M. 1868031	303 894 132	6 270 065 153	U	0	TRAVELER
S.S.M. 1868043	303 995 567	6 270 088 734	U	0	TRAVELER
S.S.M. 191198	303 608 664	6 269 840 167	C	4	SCANS
S.S.M. 191428	303 996 280	6 269 840 167	C	4	SCANS
S.S.M. 191429	303 772 837	6 269 748 742	C	4	SCANS
S.S.M. 191432	303 515 174	6 270 224 445	C	4	SCANS
S.S.M. 191433	303 594 960	6 270 294 709	C	4	SCANS
S.S.M. 191590	303 793 531	6 269 879 351	U	0	TRAVELER
S.S.M. 191591	303 594 646	6 269 891 037	U	0	TRAVELER
S.S.M. 191645	303 594 622	6 270 004 719	U	0	TRAVELER
S.S.M. 192477	303 871 061	6 269 947 006	U	0	TRAVELER
S.S.M. 192807	303 806 199	6 270 066 395	C	4	SCANS
S.S.M. 193153	303 829 591	6 270 028 878	U	0	TRAVELER

COMBINED SCALE FACTOR 1.000064
SOURCE: S.C.T.M.S. DATED 10 OCTOBER 2016

Office of the Registrar-General / Src: TRISearch / Ref: 114413

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

Scale of mm

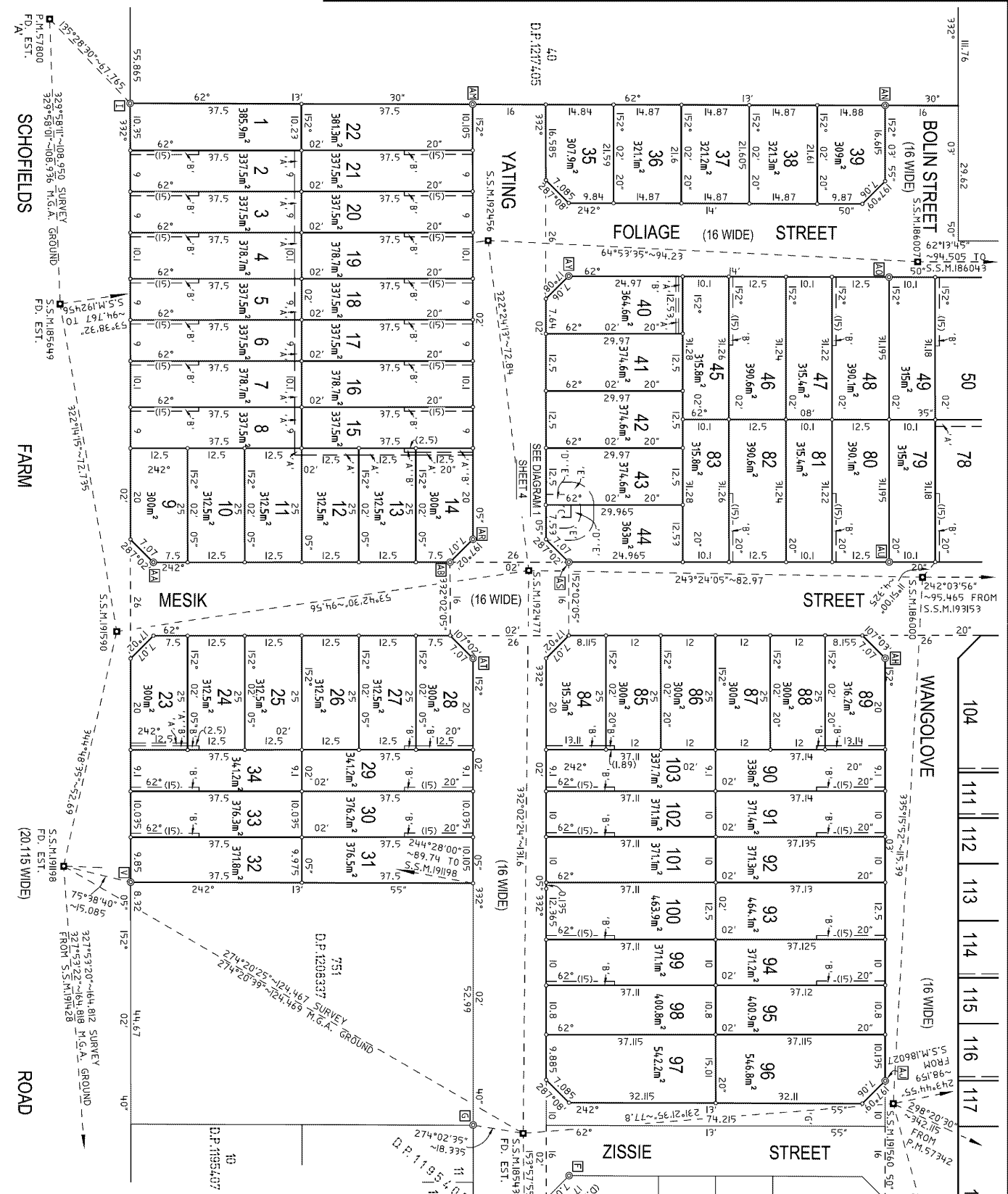
Surveyor: PETER J STEWART
Date of Survey: 7 NOVEMBER 2016
Surveyor's Ref: 1776-SUB1

PLAN OF SUBDIVISION OF LOT 752 D.P. 1208337
LOT 74 & 87 D.P. 2912 & LOT 862 D.P. 1208336

LGA: BLACKTOWN
Locality: SCHOFIELDS
Subdivision No: 16-00297
Lengths are in metres. Reduction factor: 1.500

Registered 30.03.2017

DP1209911



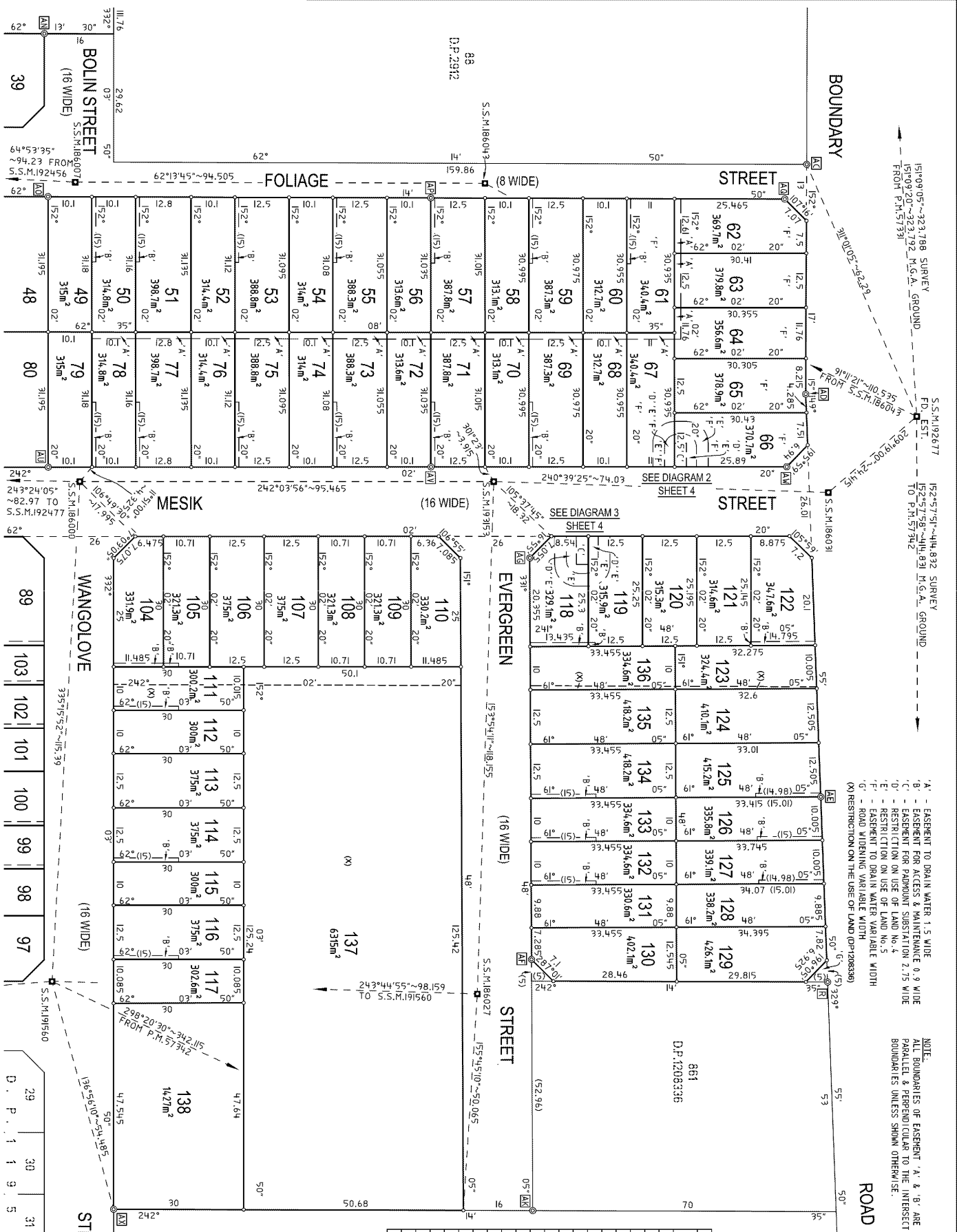
No.	BEARING	DISTANCE	DESCRIPTION
B	108°51'30"	4.945	R.M. D.H.&W. FD. D.P. 1195407
E	205°37'30"	3.79	R.M. D.H.&W. FD. D.P. 1195407
F	197°45'00"	5	R.M. D.H.&W. FD. D.P. 1195407
G	304°34'00"	7.39	R.M. D.H.&W. FD. D.P. 1195407
I	292°50'30"	20.035	R.M. D.H.&W. FD. D.P. 1195407
J	70°02'00"	14.805	R.M. D.H.&W. FD. D.P. 1217405
V	64°51'15"	14.605	R.M. D.H.&W. FD. D.P. 1208937
AA	00°26'00"	3.89	R.M. D.H.&W. PL. R.M. S.S.M. 191590
AA	00°03'55"	17.05	R.M. S.S.M. 191590
AB	315°42'00"	3.47	R.M. D.H.&W. PL.
AB	315°42'00"	14.135	R.M. D.H.&W. PL.
AH	137°02'00"	18.255	R.M. D.H.&W. PL.
AH	121°19'25"	9.645	R.M. D.H.&W. PL.
AH	177°00'40"	4.94	R.M. D.H.&W. PL.
AJ	242°11'00"	3.4	R.M. D.H.&W. PL.
AJ	312°27'00"	5.395	R.M. S.S.M. 191560
AM	243°30'00"	3.36	R.M. D.H.&W. PL.
AM	248°33'00"	3.39	R.M. D.H.&W. PL.
AN	248°33'00"	12.67	R.M. D.H.&W. PL.
AO	148°48'00"	3.395	R.M. D.H.&W. PL.
AO	213°53'00"	7.155	R.M. S.S.M. 186007
AY	85°56'00"	4.95	R.M. D.H.&W. PL.
AY	85°56'00"	19.29	R.M. S.S.M. 19256
AR	240°24'05"	12.635	R.M. D.H.&W. PL.
AS	48°07'40"	5.615	R.M. S.S.M. 192477
AS	335°01'45"	12.66	R.M. D.H.&W. PL.
AT	241°57'30"	3.355	R.M. D.H.&W. PL.
AT	332°02'20"	3.43	R.M. D.H.&W. PL.

SCHEDULE OF REFERENCE MARKS

NOTE:
 ALL BOUNDARIES OF EASEMENT 'A' & 'B' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES UNLESS SHOWN OTHERWISE.

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
 'B' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
 'C' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 'D' - RESTRICTION ON USE OF LAND No 4
 'E' - RESTRICTION ON USE OF LAND No 5
 'G' - ROAD WIDENING 5 WIDE AND VARIABLE

Surveyor: PETER J STEWART Date of Survey: 7 NOVEMBER 2016 Surveyor's Ref: 1776-SUB1	PLAN OF SUBDIVISION OF LOT 752 D.P. 1208337 LOT 74 & 87 D.P. 2912 & LOT 862 D.P. 1208336	LGA: BLACKTOWN Locality: SCHOFIELDS Subdivision No. 16-00297 Lengths are in metres. Reduction Ratio: 1:600	Registered 30.03.2017 DP1209911
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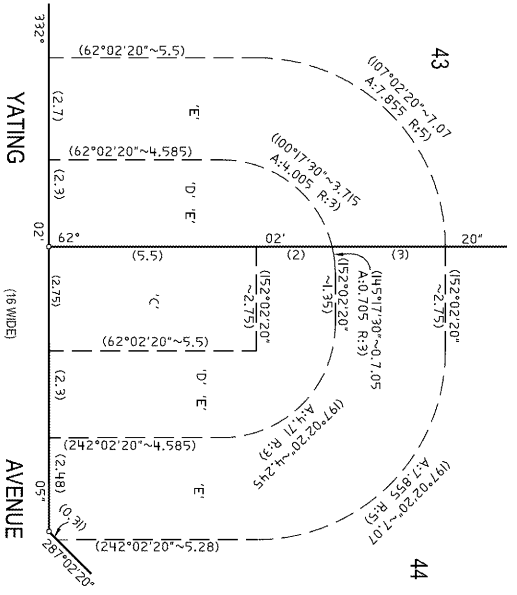


DIAGRAM 1
SCALE 1:100

- 'C' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 'D' - RESTRICTION ON USE OF LAND NO. 4
- 'E' - RESTRICTION ON USE OF LAND NO. 5
- 'F' - EASEMENT TO DRAIN WATER VARIABLE WIDTH

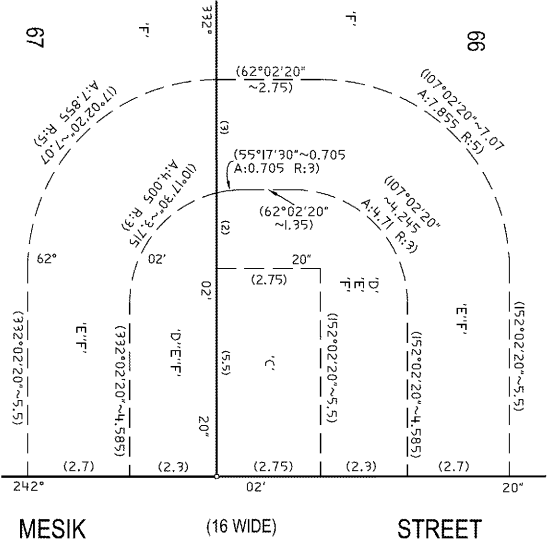


DIAGRAM 2
SCALE 1:100

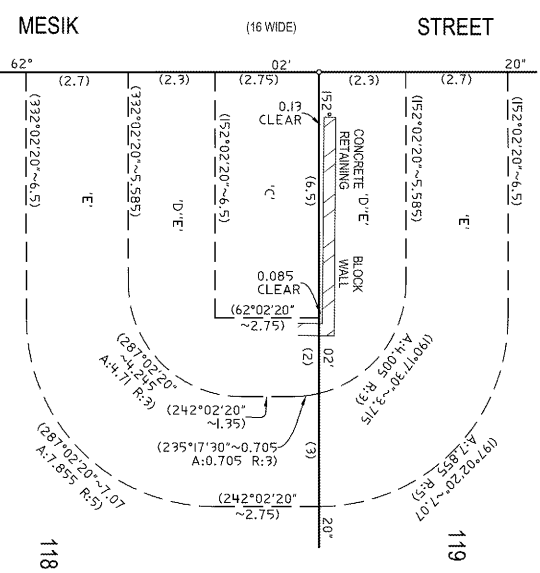


DIAGRAM 3
SCALE 1:100

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: PETER J STEWART
Date of Survey: 7 NOVEMBER 2016
Surveyor's Ref: 1776-SUB1

PLAN OF
SUBDIVISION OF LOT 752 D.P. 1208337,
LOT 74 & 87 D.P. 2912 & LOT 862 D.P. 1208336

LGA: BLACKTOWN
Locality: SCHOFIELDS
Subdivision No. 16-00297
Lengths are in metres. Reduction Ratio: 1:100

Registered
30.03.2017

DP1209911


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Office Use Only	Office Use Only
Registered:  30.03.2017 Title System: TORRENS Purpose: SUBDIVISION	DP1209911

PLAN OF SUBDIVISION OF LOT 752 D.P.1208337, LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND
----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, PETER J. STEWART of CRAIG & RHODES PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 7 NOVEMBER 2016 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature <i>Peter Stewart</i> Dated: 14/12/2016 Surveyor ID: 8598 Datum Line: 'A' - 'B' Type: *Urban/*Rural- The Terrain is *Level-Undulating / *Steep-Mountainous- *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.
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Subdivision Certificate I, <i>Judith Portelli</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <i>Judith Portelli</i> Accreditation number: N/A Consent Authority: <i>Blacktown City Council</i> Date of endorsement: <i>06 March 2017</i> Subdivision Certificate number: <i>16-00297</i> File number: <i>DA-14-2609</i> *Strike through inapplicable parts.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC: YATING AVENUE EXTENSION (16 WIDE) FOLIAGE STREET (8 & 16 WIDE) BOLIN STREET (16 WIDE) MESIK STREET (16 WIDE) WANGOLOVE STREET EXTENSION (16 WIDE) EVERGREEN STREET (16 WIDE) ROAD WIDENING (5 WIDE & VARIABLE) AS PUBLIC ROAD
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Plans used in the preparation of survey/compilation D.P. 2912 D.P. 1195407 D.P. 1200113 D.P. 1207919 D.P. 1208336 D.P. 1208337 D.P. 1217405 If space is insufficient continue on PLAN FORM 6A	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 1776-SUB1
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CAD REF: Z:\1776\CP_PLANS\1776G S09 [02] - S.E. - P.J.S.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Registered:  30.03.2017

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 752 D.P.1208337,
LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

DP1209911

Subdivision Certificate number: 1b-00297

Date of Endorsement: 06 March 2017

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED

TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
4. RESTRICTION ON THE USE OF LAND No.4 (D)
5. RESTRICTION ON THE USE OF LAND No.5 (E)
- ~~6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (F)~~ RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. EASEMENT TO DRAIN WATER VARIABLE WIDTH (F)

TO RELEASE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1208336)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1

PLAN FORM 6A (2012)

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Registered:  30.03.2017

Office Use Only

Office Use Only

DP1209911

PLAN OF
SUBDIVISION OF LOT 752 D.P.1208337,
LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

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

Subdivision Certificate number: 16-00297

Date of Endorsement: 06 March 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9	1	MESIK	STREET	SCHOFIELDS
10	3	MESIK	STREET	SCHOFIELDS
11	5	MESIK	STREET	SCHOFIELDS
12	7	MESIK	STREET	SCHOFIELDS
13	9	MESIK	STREET	SCHOFIELDS
14	11	MESIK	STREET	SCHOFIELDS
15	44	YATING	AVENUE	SCHOFIELDS
16	42	YATING	AVENUE	SCHOFIELDS
17	40	YATING	AVENUE	SCHOFIELDS
18	38	YATING	AVENUE	SCHOFIELDS
19	36	YATING	AVENUE	SCHOFIELDS
20	34	YATING	AVENUE	SCHOFIELDS
21	32	YATING	AVENUE	SCHOFIELDS
22	30	YATING	AVENUE	SCHOFIELDS
23	2	MESIK	STREET	SCHOFIELDS
24	4	MESIK	STREET	SCHOFIELDS
25	6	MESIK	STREET	SCHOFIELDS
26	8	MESIK	STREET	SCHOFIELDS
27	10	MESIK	STREET	SCHOFIELDS
28	12	MESIK	STREET	SCHOFIELDS
29	50	YATING	AVENUE	SCHOFIELDS
30	52	YATING	AVENUE	SCHOFIELDS
31	54	YATING	AVENUE	SCHOFIELDS
STREET ADDRESSES NOT AVAILABLE FOR LOTS 32 TO 34				
35	1	FOLIAGE	STREET	SCHOFIELDS
36	3	FOLIAGE	STREET	SCHOFIELDS
37	5	FOLIAGE	STREET	SCHOFIELDS
38	7	FOLIAGE	STREET	SCHOFIELDS
39	9	FOLIAGE	STREET	SCHOFIELDS
40	41	YATING	AVENUE	SCHOFIELDS
41	43	YATING	AVENUE	SCHOFIELDS
42	45	YATING	AVENUE	SCHOFIELDS
43	47	YATING	AVENUE	SCHOFIELDS
44	49	YATING	AVENUE	SCHOFIELDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1

CAD REF: Z:\1776\CR\PLANS\1776G_S09 [02] - S.E. - P.J.S.


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:  30.03.2017 Office Use Only

PLAN OF
 SUBDIVISION OF LOT 752 D.P.1208337,
 LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

DP1209911

Subdivision Certificate number: 1b-00297
 Date of Endorsement: 05 March 2017

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

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c))				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
45	4	FOLIAGE	STREET	SCHOFIELDS
46	6	FOLIAGE	STREET	SCHOFIELDS
47	8	FOLIAGE	STREET	SCHOFIELDS
48	10	FOLIAGE	STREET	SCHOFIELDS
49	12	FOLIAGE	STREET	SCHOFIELDS
50	14	FOLIAGE	STREET	SCHOFIELDS
51	16	FOLIAGE	STREET	SCHOFIELDS
52	18	FOLIAGE	STREET	SCHOFIELDS
53	20	FOLIAGE	STREET	SCHOFIELDS
54	22	FOLIAGE	STREET	SCHOFIELDS
55	24	FOLIAGE	STREET	SCHOFIELDS
56	26	FOLIAGE	STREET	SCHOFIELDS
57	28	FOLIAGE	STREET	SCHOFIELDS
58	30	FOLIAGE	STREET	SCHOFIELDS
59	32	FOLIAGE	STREET	SCHOFIELDS
60	34	FOLIAGE	STREET	SCHOFIELDS
61	36	FOLIAGE	STREET	SCHOFIELDS
STREET ADDRESSES NOT AVAILABLE FOR LOTS 62 TO 66				
67	47	MESIK	STREET	SCHOFIELDS
68	45	MESIK	STREET	SCHOFIELDS
69	43	MESIK	STREET	SCHOFIELDS
70	41	MESIK	STREET	SCHOFIELDS
71	39	MESIK	STREET	SCHOFIELDS
72	37	MESIK	STREET	SCHOFIELDS
73	35	MESIK	STREET	SCHOFIELDS
74	33	MESIK	STREET	SCHOFIELDS
75	31	MESIK	STREET	SCHOFIELDS
76	29	MESIK	STREET	SCHOFIELDS
77	27	MESIK	STREET	SCHOFIELDS
78	25	MESIK	STREET	SCHOFIELDS
79	23	MESIK	STREET	SCHOFIELDS
80	21	MESIK	STREET	SCHOFIELDS
81	19	MESIK	STREET	SCHOFIELDS
82	17	MESIK	STREET	SCHOFIELDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1

CAD REF: Z:\1776\CR_PLANS\1776G S09 1021 - S.E. - P.J.S.


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Registered:  30.03.2017 Office Use Only

PLAN OF
 SUBDIVISION OF LOT 752 D.P.1208337,
 LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

DP1209911

Office Use Only

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

Subdivision Certificate number: 1b-00297
 Date of Endorsement: 06 March 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
83	15	MESIK	STREET	SCHOFIELDS
84	14	MESIK	STREET	SCHOFIELDS
85	16	MESIK	STREET	SCHOFIELDS
86	18	MESIK	STREET	SCHOFIELDS
87	20	MESIK	STREET	SCHOFIELDS
88	22	MESIK	STREET	SCHOFIELDS
89	24	MESIK	STREET	SCHOFIELDS
90	4	WANGOLOVE	STREET	SCHOFIELDS
91	6	WANGOLOVE	STREET	SCHOFIELDS
92	8	WANGOLOVE	STREET	SCHOFIELDS
93	10	WANGOLOVE	STREET	SCHOFIELDS
94	12	WANGOLOVE	STREET	SCHOFIELDS
95	14	WANGOLOVE	STREET	SCHOFIELDS
96	16	WANGOLOVE	STREET	SCHOFIELDS
97	65	YATING	AVENUE	SCHOFIELDS
98	63	YATING	AVENUE	SCHOFIELDS
99	61	YATING	AVENUE	SCHOFIELDS
100	59	YATING	AVENUE	SCHOFIELDS
101	57	YATING	AVENUE	SCHOFIELDS
102	55	YATING	AVENUE	SCHOFIELDS
103	53	YATING	AVENUE	SCHOFIELDS
104	26	MESIK	STREET	SCHOFIELDS
105	28	MESIK	STREET	SCHOFIELDS
106	30	MESIK	STREET	SCHOFIELDS
107	32	MESIK	STREET	SCHOFIELDS
108	34	MESIK	STREET	SCHOFIELDS
109	36	MESIK	STREET	SCHOFIELDS
110	38	MESIK	STREET	SCHOFIELDS
111	3	WANGOLOVE	STREET	SCHOFIELDS
112	5	WANGOLOVE	STREET	SCHOFIELDS
113	7	WANGOLOVE	STREET	SCHOFIELDS
114	9	WANGOLOVE	STREET	SCHOFIELDS
115	11	WANGOLOVE	STREET	SCHOFIELDS
116	13	WANGOLOVE	STREET	SCHOFIELDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1


PLAN FORM 6A (2012)

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

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Registered:  30.03.2017 Office Use Only

PLAN OF
 SUBDIVISION OF LOT 752 D.P.1208337,
 LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

DP1209911

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

Subdivision Certificate number: 1b-00297
 Date of Endorsement: 06 March 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
117	15	WANGOLOVE	STREET	SCHOFIELDS
118	40	MESIK	STREET	SCHOFIELDS
119	42	MESIK	STREET	SCHOFIELDS
120	44	MESIK	STREET	SCHOFIELDS
121	46	MESIK	STREET	SCHOFIELDS
122	48	MESIK	STREET	SCHOFIELDS
STREET ADDRESSES NOT AVAILABLE FOR LOTS 123 TO 129				
130	15	EVERGREEN	STREET	SCHOFIELDS
131	13	EVERGREEN	STREET	SCHOFIELDS
132	11	EVERGREEN	STREET	SCHOFIELDS
133	9	EVERGREEN	STREET	SCHOFIELDS
134	7	EVERGREEN	STREET	SCHOFIELDS
135	5	EVERGREEN	STREET	SCHOFIELDS
136	3	EVERGREEN	STREET	SCHOFIELDS
137	N/A			
138	N/A			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Registered:  30.03.2017 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 752 D.P.1208337,
LOT 74 & 87 D.P.2912 & LOT 862 D.P.1208336

DP1209911

Subdivision Certificate number: 1b-00297
Date of Endorsement: 06 March 2017


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

Executed by Schofields Maples Holdings Pty. Ltd. (ACN 602492580)
in accordance with Section 127(1) of the Corporations Act:

BO GONG
DIRECTOR
Schofields Maples Holdings
PTY LIMITED (ACN 602492580)

CHENG JIA PAN
DIRECTOR
Schofields Maples Holdings
PTY LIMITED (ACN 602492580)

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


Witness Signature

CAROLINE SHEN
Associate

Print Name NAB Corporate Property NSW

Level 22, 255 George Street, Sydney
Address



Attorney Signature

JOHN WARD

Print Name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776-SUB1

ePlan

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

Lengths are in Metres

22
 Sheet 1 of 21 Sheets

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No.16-DD297
 Dated 06.03.2017

<p>Full Name and address of Proprietor of land:</p>	<p>SCHOFIELDS MAPLES HOLDING PTY LIMITED ACN 602492580 Level 15 – 1 O'Connell Street, Sydney NSW 2000</p>
-----------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	2 3 4 5 6 7 8 11 12	1 1, 2 1, 2, 3 1, 2, 3, 4 1, 2, 3, 4, 5 1, 2, 3, 4, 5, 6 1, 2, 3, 4, 5, 6, 7 1, 2, 3, 4, 5, 6, 7, 8 1, 2, 3, 4, 5, 6, 7, 8, 11

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Plan:


DP1209911

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 16-DD297

Part 1 (cont) Dated 06.03.2017

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	13 14 23 40 78 77 76 75 74 73 72 71 70 69 68 67	1, 2, 3, 4, 5, 6, 7, 8, 11, 12 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 24 41 79 78, 79 77, 78, 79 76, 77, 78, 79 75, 76, 77, 78, 79 74, 75, 76, 77, 78, 79 73, 74, 75, 76, 77, 78, 79 72, 73, 74, 75, 76, 77, 78, 79 71, 72, 73, 74, 75, 76, 77, 78, 79 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79

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 General Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 16-DDZ97

DP1209911

Part 1 (cont) Dated 06.03.2017

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide Cont.	64 63 62	67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 64, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 63, 64, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79
2.	Easement for Access and Maintenance 0.9 WIDE	2 3 4 5 6 7 8 13, 14 15 16 17 18 19 20	1 2 3 4 5 6 7 15 16 17 18 19 20 21

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.....
 General Manager / Authorised Officer



Lengths are in Metres

Plan:

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 1b-DD297

DP1209911

Part 1 (cont) Dated 06.03.2017

	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:-
		21	22
		23, 24	34
		27, 28	29
		29	30
		30	31
		33	32
		34	33
		40	45
		46	45
	Easement for Access and Maintenance Cont.	48	47
		50	49
		51	50
		53	52
		55	54
		57	56
		59	58
		61	60
		69	70

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 General Manager / Authorised Officer

Lengths are in Metres

Plan:

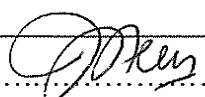
Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 1b-DDZ97

DP1209911

Part 1 (cont) Dated 06.03.2017

	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:-
		71	72
		73	74
		75	76
		77	78
		78	79
		80	81
		82	83
	Easement for Access and Maintenance Cont.	84, 85	103
		88, 89	90
		90	91
		91	92
		93	94
		94	95
		99	98
		100	99
		102	101
		103	102
		104, 105	111

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 General-Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 16-DDZ97

DP1209911

Dated 06.03.2017

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
	Easement for Access and Maintenance Cont.	111 114 116 118, 119 121, 122 125 126 127 132 133 134	112 115 117 136 123 126 127 128 131 132 133
3.	Easement for Padmount Substation 2.75 Wide (C)	Part 44, Part 66, Part 118 designated (C)	Endeavour Energy
4.	Restriction on Use of Land (D)	Part 43, Part 44, Part 66, Part 67, Part 118, Part 119 designated (D)	Endeavour Energy
5.	Restriction on Use of Land (E)	Part 43, Part 44, Part 66, Part 67, Part 118, Part 119 designated (E)	Endeavour Energy
6.	Restriction on Use of Land	1-61, 69-136	Blacktown City Council
7.	Restriction on Use of Land	1-4, 19-22, 30, 31, 35-39, 49, 50, 59, 60, 68, 69, 78, 79, 128-131,	Blacktown City Council

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 General Manager / Authorised Officer

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
 1208337, Lots 74 & 87 D.P. 2912 and
 Lot 862 D.P. 1208336 covered by
 Council's Subdivision Certificate No. 16-DDZ97

Part 1 (cont) Dated 06.03.2017

	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:-
8.	Restriction on Use of Land	5-18, 23-29, 32-34, 40-48, 51-58, 70-77, 80-127, 132-136	Blacktown City Council
9.	Positive Covenant	61 to 67 inclusive	Blacktown City Council
10.	Restriction on Use of Land	61 to 67 inclusive	Blacktown City Council
11.	Positive Covenant	61 to 67 inclusive	Blacktown City Council
12.	Restriction on Use of Land	61 to 67 inclusive	Blacktown City Council
13.	Restriction on Use of Land	137, 138	Blacktown City Council
14.	Restriction on Use of Land	61 to 67 inclusive	Blacktown City Council
15.	Easement to Drain Water (F) variable width	61 to 67 inclusive	Blacktown City Council

Part 1A (Release)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide DP1208336	862/DP1208336	861/DP1208336

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 General Manager / Authorised Officer

ePlan 22

Sheet 8 of 21 Sheets

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-DD297
Dated 06.03.2017

Part 2

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

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

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:


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

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

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

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

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.....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-DDZ97
Dated 06.03.2017

Part 2 (cont)

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

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

- 1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:

the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

- 2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

"120/120/120 fire rating" and **"60/60/60 fire rating"** mean the 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.

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

Lengths are in Metres

Sheet 10 of 21 Sheets

Plan:

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00297

DP1209911

Part 2 (cont) Dated 06.03.2017

- 4. Lessee of Endeavour Energy's Distribution System.
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy'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 Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
 - 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 Endeavour Energy.

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

- 1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
- 2. Definitions
 - "erect" includes construct, install, build and maintain
 - "restriction site" means that part of the lot burdened subject to the restriction on the use of land.
- 3. Lessee of Endeavour Energy's Distribution System.
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy'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 Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
 - 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 Endeavour Energy.

Name of Authority empowered to release vary or modify the terms of the easements and restrictions numbered 3, 4 and 5 in the plan is Endeavour Energy.

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.....
-General Manager/ Authorised Officer

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 1b-DD297

Part 2 (cont) Dated 06.03.2017

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

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

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

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

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer. (Terms subject to final geotechnical testing.)

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

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

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

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

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

Lengths are in Metres

Sheet 12 of 21 Sheets

Plan:

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00297


DP1209911

Part 2 (cont) Dated 06.03.2017

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the maintenance schedule, a copy of which is held on Council File CC-16-03196. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

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

Lengths are in Metres

Plan:

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 1b-DD297

DP1209911

Dated 06.03.2017

Part 2 (cont)


- (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- 3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 14-2609 and as detailed on the plans approved by Land Development Certificates as approved Construction Certificate No. 13882 on 04/07/2016 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CC-16-03196.

Blacktown Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

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

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.....

 -General Manager/ Authorised Officer

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-DD297

Dated 06.03.2017

Part 2 (cont)

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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


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

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 14-2609 and as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 13882 on 04/07/2016 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-16-03196.

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

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

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

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. ~~16~~-D0297
Dated 06.03.2017

Part 2 (cont)

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

1. The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') to be constructed and/or installed within the lots hereby burdened that they will:
 - (a) Keep the device clean and free from silt, rubbish and debris
 - (b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the maintenance schedule, a copy of which is held on Council File DA 14-2609. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

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

Lengths are in Metres

Sheet 16 of 24 Sheets

Plan:

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-DDZ97

DP1209911

Part 2 (cont) Dated 06.03.2017

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant, 'the device' means the future temporary stormwater quality improvement device to be constructed and/or installed on the land as detailed on the plans approved as required by Development Consent No. 14-2609 and plans approved by Land Development Certificates as Construction Certificate No. 13882 on 04/07/2016, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-16-03196.

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

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

APPROVED BY BLACKTOWN CITY COUNCIL


-General Manager/ Authorised Officer

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No.1b-DDZ97
Dated 06.03.2017

Part 2 (cont)

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lot hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the device' means the stormwater quality improvement device to be constructed and/or installed on the land as required by Development Consent No 14-2609 and as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 13882 on 04/07/2016 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-16-03196.

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

Name of Authority empowered to release vary or modify restriction numbered 12 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to salinity management, potential site contamination, provision of drainage and the payment of Section 94 Contributions.

Name of Authority empowered to release vary or modify Restriction numbered 13 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


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

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-D0297
Dated 06.03.2017

Part 2 (cont)


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

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL


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

ePlan 22

Sheet 19 of 21 Sheets

Lengths are in Metres

Plan:

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00Z97


DP1209911

Dated 06.03.2017

Part 2 (cont)


Blacktown City Council by its authorised delegate pursuant to s.3377 of Local
Government Act 1993 No 30

Judith Portelli
(name of delegate)


.....
Signature of Delegate

JUDITH PORTELLI
.....
Name of Delegate (print)

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



.....
Signature of Witness

Vivienne Holdsworth
.....
Name of Witness (print)

c/- Blacktown City Council
b2 Flushcombe Road
.....

Blacktown NSW 2148
.....
Address of Witness

BLACKTOWN CITY COUNCIL


.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL
—General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 20 of 22 Sheets

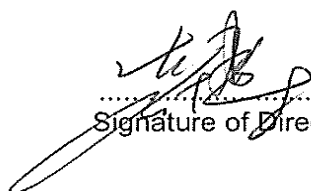
Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00297
Dated 06.03.2017

**EXECUTED by Schofields Maples
Holdings Pty Limited (ACN 602492580)**
in accordance with section 127(1) of the
Corporations Act:

)
)
)
)

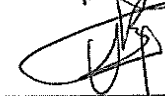

.....
Signature of Director


.....
Signature of Director/Secretary

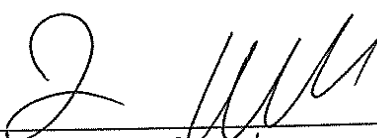
BO GONG
.....
Name of Director

CHENGJIA PAN
.....
Name of Director/Secretary

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


.....
Witness Signature

CAROLINE SHEN
Associate
NAB Corporate Property NSW
.....
Print Name


.....
Attorney Signature

JOHN WARD
.....
Print Name of Attorney

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 21 of 22 Sheets

Plan:


DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00297
Dated 06.03.2017

Tony Sultana and Carmen Sultana
Being the registered proprietors
of Lot 861 DP1208336

)
)
)
)


.....
Signature of Tony Sultana


.....
Signature of Carmen Sultana


.....
Signature of witness

DENIS LOW
.....
LAWYER
Name of witness (BLOCKED LETTERS)
9 CANNON STREET
BLACKTOWN NSW 2148

.....
Address of witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

ePlan
22 22
Sheet 21 of 21 Sheets

Lengths are in Metres

Plan:

DP1209911

Plan of Subdivision of Lot 752 D.P.
1208337, Lots 74 & 87 D.P. 2912 and
Lot 862 D.P. 1208336 covered by
Council's Subdivision Certificate No. 16-00297
Dated 06.03.2017

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book ~~4640~~ No. 572)
in the presence of: 4705 566)

Raymond Simmonds
.....
Signature of WITNESS

Helen Smith
.....
Signature of Attorney

Raymond Simmonds
.....
Name of Witness (BLOCK LETTERS)

Helen Smith
.....
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

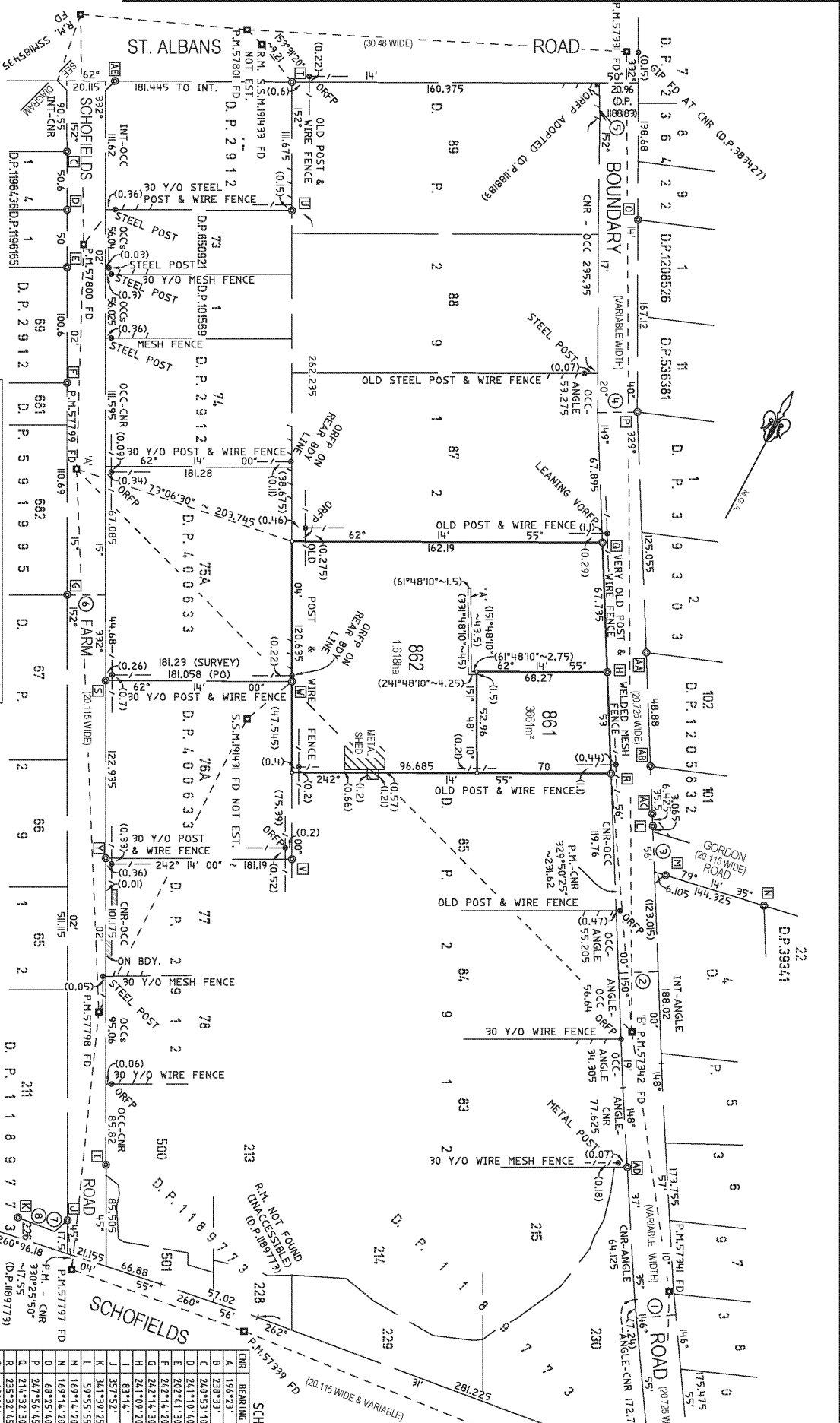
Manager Property & Fleet
.....
Position

Date of Execution: *16 January 2017*

Reference: *URS16197*

REGISTERED  30.03.2017

APPROVED BY BLACKTOWN CITY COUNCIL
General Manager / Authorised Officer

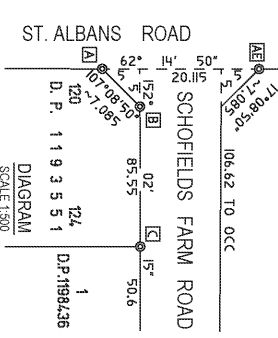


No.	Bearing	Dimension	Yield
1	286°56'10"	20.725	
2	360°52'30"	20.125	
3	323°05'20"	21.725	
4	150°44'	17.45	
5	62°02'30"	20.115	
6	21°03'50"	8.915	
7	82°53'	20.525	
8	152°02'10"	6.5	
9	82°31'45"	22.86	
10	81°14'25"	0.42	
11	81°14'25"	20.115	
12	351°53'05"	20.115	

MARK	Bearing	Distance	Description
A	196°33'	11.315	RM SSM19545 FD (DP1193551)
B	230°33'	5.425	RM SSM19545 FD (DP1193551)
C	240°53'10"	5.4	RM DHW FD (DP1193551)
D	264°10'40"	1.81	RM GIP FD (DP1196165)
E	202°41'30"	0.965	RM GIP FD (DP1196165)
F	262°14'20"	0.615	RM GIP FD (DP1519952)
G	262°14'20"	0.61	RM GIP FD (DP1519952)
H	261°09'20"	2.02	RM GIP FD (DP1189773)
I	83°14'	1.775	RM GIP FD (DP1189773)
J	357°52'	0.93	RM GIP FD (DP1189773)
K	361°39'25"	2.13	RM GIP FD (DP1189773)
L	59°55'55"	0.46	RM GIP FD (DP1205832)
M	169°14'20"	0.455	RM GIP FD (DP1205832)
N	169°14'20"	0.455	RM GIP FD (DP1205832)
O	68°25'40"	0.435	RM GIP FD (DP1205832)
P	68°25'40"	0.93	RM GIP FD (DP1205832)
Q	261°56'45"	0.56	RM GIP FD (DP1205832)
R	235°32'42"	0.735	RM GIP FD (DP1205832)
S	68°40'	5.535	RM DHW FD (DP)
T	90°57'	21.5	RM DHW FD (DP)
U	115°24'30"	5.7	RM DHW FD (DP)
V	87°43'	13.8	RM DHW FD (DP)
W	90°33'	3.935	RM DHW FD (DP)
X	67°52'30"	12.635	RM DHW FD (DP1205832)
Y	68°22'30"	0.455	RM DHW FD (DP1205832)
Z	171°14'40"	0.455	RM DHW FD (DP1205832)
AA	175°27'50"	1.065	RM GIP FD (DP1205832)
AB	62°45'20"	0.68	RM GIP FD (DP1205832)
AC	142°21'20"	5.495	RM GIP FD (DP1205832)
AD	232°43'40"	1.06	BY ME RM GIP FD (DP1189773)
AE	146°47'40"	20.665	RM DHW FD (DP)
AF	148°07'30"	20.01	RM DHW FD (DP)
AG	158°47'	20.01	RM DHW FD (DP)

ORIGIN	TO	M.G.A. GRID	BEARING	DISTANCE	SURVEY	BEARING	DISTANCE
PM 57331	PM 57342	152°11'21"	738.532	152°10'27"	738.546		
PM 57340	PM 57343	171°17'06"	239.296	171°17'06"	239.307		
PM 57343	PM 57340	265°30'20"	261.281	265°30'46"	261.289		
PM 57342	PM 57341	142°51'32"	188.916	142°51'19"	188.917		
PM 57339	PM 57397	261°58'28"	179.931	261°57'20"	179.923		
PM 57397	PM 57398	326°42'45"	273.495	326°44'38"	273.526		
PM 57398	PM 57399	329°14'06"	364.267	329°14'06"	364.265		
PM 57399	SSM 191431			7°30'13"	307.204		
PM 57399	PM 57342	108°15'34"	542.655	108°15'34"	542.662		
PM 57399	PM 57800	331°42'41"	174.61	331°50'09"	174.601		
PM 57800	SSM 195335	332°44'32"	166.150	332°44'54"	166.148		
PM 57801	PM 57341	67°14'28"	191.766	67°14'40"	191.738		
PM 57801	SSM 191433			107°49'12"	28.806		
SSM 195335	PM 57801	55°20'10"	180.029	55°20'15"	180.050		

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M. 57331	303 749.891	6 270 370.033	56	B	2
P.M. 57339	304 302.919	6 269 385.575	56	B	2
P.M. 57340	304 302.935	6 269 406.471	56	B	2
P.M. 57341	304 208.028	6 269 566.659	56	B	2
P.M. 57342	304 098.459	6 269 716.847	56	B	2
P.M. 57343	304 595.938	6 269 439.444	56	B	2
P.M. 57344	303 837.159	6 269 300.402	56	B	2
P.M. 57397	303 746.671	6 269 572.159	56	B	2
P.M. 57398	303 579.306	6 270 042.864	56	B	2
P.M. 57399	303 495.718	6 270 229.529	56	B	2
S.S.M. 191433	303 597.933	6 270 191.129	56	C	4
S.S.M. 195335	303 419.446	6 270 191.129	56	C	4



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 191433	303 596.933	6 270 228.719	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 191433	303 596.933	6 270 228.719	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U
S.S.M. 191431	303 806.855	6 269 877.249	56	E	U

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 28 JUNE 2015
 Surveyor's Ref: 1776 - RESIDUE 1

PLAN OF SUBDIVISION OF LOT 86 D.P. 2912

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No. 13285
 Land use as in notice. Reduction 1:1500

Registered 15.9.2015

DP1208336


PLAN FORM 6A (2012)

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  15.9.2015 PLAN OF SUBDIVISION OF LOT 86 D.P.2912 Subdivision Certificate number: <u>13285</u> Date of Endorsement: <u>31.17.15</u>	Office Use Only <h1 style="margin: 0;">DP1208336</h1> Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
861	61	BOUNDARY	ROAD	SCHOFIELDS
862		N O T A V A I L A B L E		
SOURCE BLACKTOWN COUNCIL				

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. RESTRICTION ON USE OF LAND

Terry Sutton

C. Nuttans

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1776 - RESIDUE 1

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

Lengths are in Metres

Sheet 1 of 3 Sheets

Plan: **DP1208336**

Plan of Subdivision of Lot 86 D.P. 2912
 covered by Council's Subdivision
 Certificate No. 13285
 Dated: 31 July 2015

Full Name and address of Proprietor of land:	Tony SULTANA Carmen SULTANA 61 Boundary Road SCHOFIELDS NSW 2762
----------------------------------------------	---------------------------------------------------------------------------

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	862	861
2.	Restriction on Use of Land	861, 862	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



-General Manager/ Authorised Officer

Lengths are in Metres

Sheet 2 of 3 Sheets

Plan:

DP1208336

Plan of Subdivision of Lot 86 D.P. 2912
covered by Council's Subdivision
Certificate No. 13285
Dated: 31 July 2015

Part 2

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

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

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown City Council Growth Centres Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan:

Plan of Subdivision of Lot 86 D.P. 2912
covered by Council's Subdivision
Certificate No. 13285
Dated: 31 July 2015

DP1208336

Part 2 (cont)

SIGNED in my presence by)
Tony Sultana)
who is personally known to me:)

Tony Sultana
.....
TONY SULTANA

[Signature]
.....

DENIS LOW
LAWYER
9 CAMPBELL STREET
BLACKTOWN NSW 2148

Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

SIGNED in my presence by)
Carmen Sultana)
who is personally known to me:)

C. Sultana
.....
CARMEN SULTANA

[Signature]
.....

DENIS LOW
LAWYER
9 CAMPBELL STREET
BLACKTOWN NSW 2148

Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

REGISTERED  15.9.2015

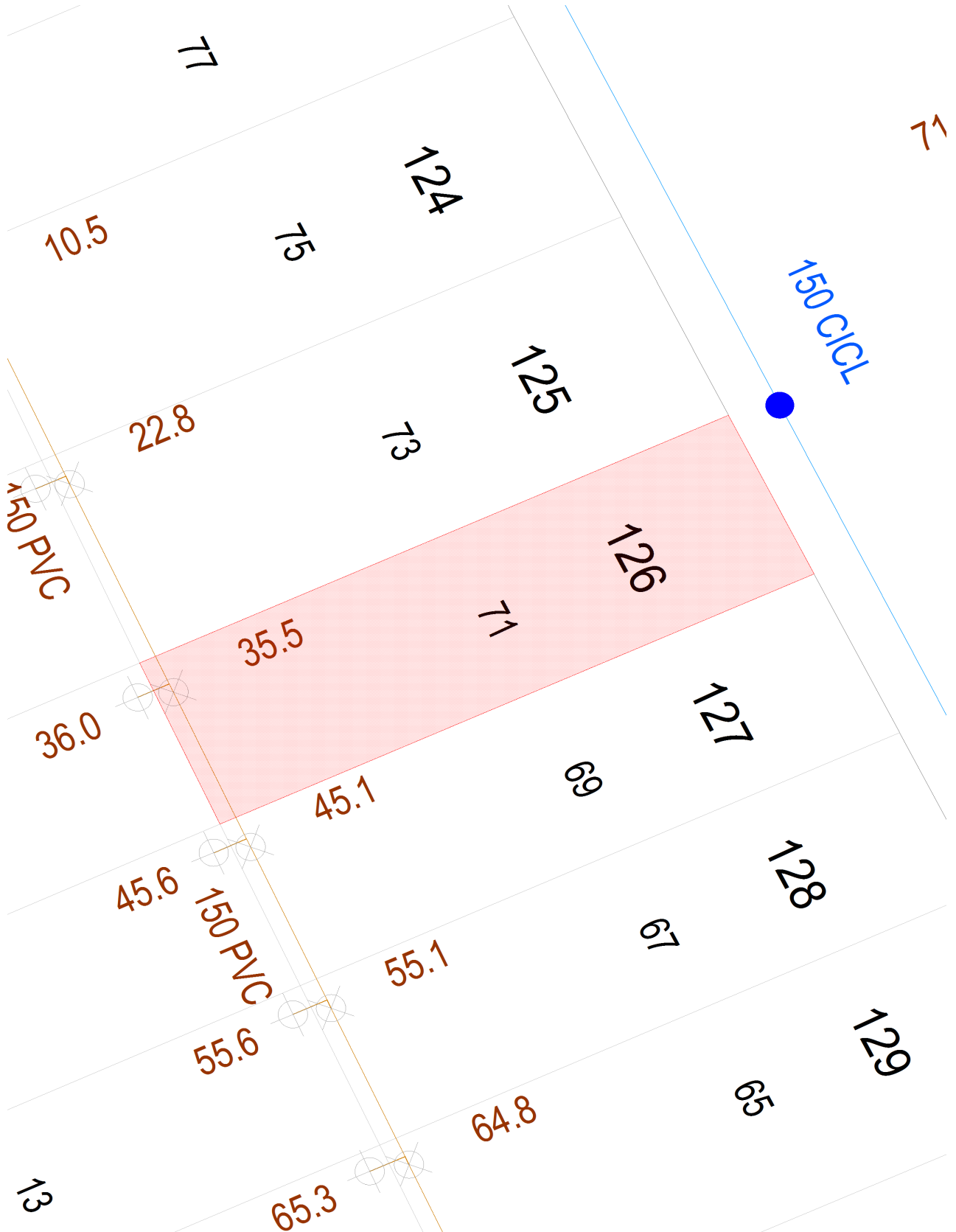
BLACKTOWN CITY COUNCIL

[Signature]
.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
-General Manager / Authorised Officer

Service Location Print
Application Number: 8002638761



Document generated at 17-07-2023 05:50:22 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

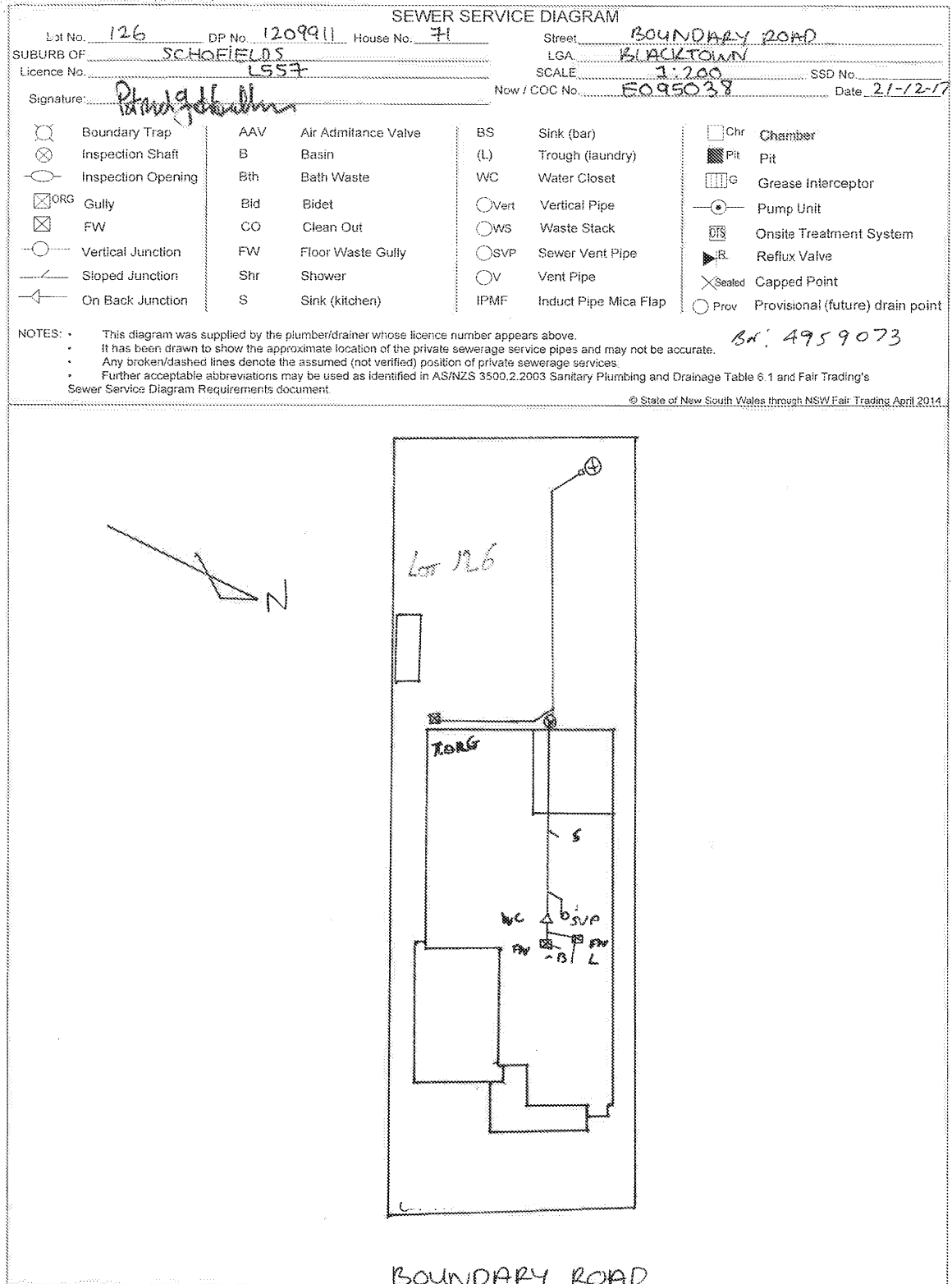
Disclaimer

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

Sewer Service Diagram

Application Number: 8002638745

Ref # AA201720103



Document generated at 17-07-2023 05:50:17 PM

Disclaimer

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

Planning certificate



Section 10.7 (2)

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

Applicant details

WISTON PARTNER **Your reference** 114413
SUITE 275, 398-408 PITT STREET
SYDNEY NSW 2000

Certificate details

Certificate no.	PL2023/09806	Fee	\$67.00
Date issued	18 July 2023	Urgency fee	N/A
Receipt no	D004621557		

Property information

Property ID	376871	Land ID	376539
Legal description	LOT 126 DP 1209911		
Address	71 BOUNDARY ROAD TALLAWONG NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 9839 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

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

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

Council Chambers - 62 Flushcombe Road - Blacktown NSW 2148

Telephone: 02 9839 6000 - DX 8117 Blacktown

Email: s10.7certificates@blacktown.nsw.gov.au - Website: www.blacktown.nsw.gov.au

All correspondence to: The Chief Executive Officer - PO Box 63 Blacktown NSW 2148

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

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

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

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

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

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

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

Employment Land Zones Reforms

From 26 April 2023, [State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)](#) applies.

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

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

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

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

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

1.2 Development control plans

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

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

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

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

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

1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022

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

- Review of Clause 4.6

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

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

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

- Amendment to the then Infrastructure State Environmental Planning Policy

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

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

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

- Proposed State Environmental Planning Policy (Environment)

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

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

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

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

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

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

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

2.3 Additional permitted uses

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

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

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

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

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

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

2.6 Conservation area

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

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

The areas where the plan applies are:

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

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

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

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

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

2.7 Heritage

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

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

3. Contributions plans

3.1 Contribution plans

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

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

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

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

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

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

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

4. Complying development

4.1 Where complying development codes apply

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

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

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

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

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

The 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

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

Exhibition - Local Overland Flow and Eastern Creek Flood Studies

From 2 May 2023 – 23 June 2023, Council 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 and affects your property, your Planning Certificate will be updated at that time.

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

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

10.1 Land slip

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

10.2 Bush fire

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

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:
<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

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

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

20.2 On the Lighting intensity and Wind shear map

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

20.3 On the Obstacle limitation surface map

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

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

20.4 On the Public safety area map:

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

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

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

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

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

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

21. Development consent conditions for seniors housing

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

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

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

22.1 Site compatibility certificate

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

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

23.1 Significant contamination

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

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

23.2 Management order

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

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

23.3 Voluntary management proposal

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

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

23.4 Maintenance order

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

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

23.5 Site audit statement

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

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

Attachment 1 – State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

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

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

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

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

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

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

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

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

State Environmental Planning Policy No 65 - Design Quality of Apartments

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

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

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

This policy:

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

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

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

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

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

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

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

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

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

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

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

End of certificate