

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	phone: 02 9884 8969 email: victoria.wu@victorylease.com.au ref: Victoria Wu
co-agent		
vendor	Lin Jin and Zhicheng Zhou	
vendor's solicitor	JB Solicitors Level 20, 233 Castlereagh Street, Sydney NSW 2000	phone: 02 9044 5803 email: eva@jbsolicitors.com.au ref: 24/0516
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	25 TWEED ST THE PONDS NSW 2769 Lot 7231 DEPOSITED PLAN 1156939 Folio Identifier 7231/1156939	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit balance	_____ (10% of the price, unless otherwise stated)
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 (ELN)* (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment**

NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input 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 checked="" 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 the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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SPECIAL CONDITIONS

This page and the following 6 pages contain special conditions forming part of the contract for sale of land between the Vendor and the Purchaser as described on the front page of this contract.

32 Interpretations and Definitions

- 32.1 Any reference to "Contract" means the printed form Contract as amended by these Special Conditions
- 32.2 If there is any conflict or inconsistency between these Special Conditions and the standard printed provisions of this Contract, these Special Conditions will prevail.

33 Amendments to Standard Contract

- 33.1 Clauses 1 to 31 inclusive of this Contract are amended as follows:
- (1) Clause 5.1 and 5.2 – delete.
 - (2) Clause 7.1.1 - delete the words and figures "5% of the price" and insert instead "\$1.00";
 - (3) Clause 9.1 – delete;
 - (4) Clause 10.1 - insert the words "delay completion" after the word "*requisition*";
 - (5) Clauses 10.1.8 and 10.1.9 - delete the word "substance" and insert instead "existence";
 - (6) Clause 10.3 – insert the words "delay completion" after the word "*requisition*";
 - (7) Clause 14.4 – delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and further delete the word "other".
 - (8) Clause 14.4 – delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and further delete the word "other".
 - (9) Clause 14.4.2 – delete and insert instead:

"14.4.2 - The amount to be adjusted for land tax is being the amount of land tax actually payable in respect of the property by virtue of the ownership by the Vendor";
 - (10) Clause 16.5 - delete the words " plus another 20% of that fee";
 - (11) Clause 16.6 – insert the words "at least 7 days before the completion date" after the words "serves";
 - (12) Clause 16.8 – delete;
 - (13) Clause 23.5.2 – insert the words "arising from anything" before the word "disclosed";
 - (14) Clause 23.6 – delete;
 - (15) Clauses 23.13 and 23.14 – delete;
 - (16) Clause 24.3 – delete;
 - (17) Clause 24.4.2 – delete;
 - (18) Clauses 25-29 inclusive – delete.

34 Purchaser's Acknowledgements

- 34.1 The Purchaser acknowledges that it accepts the property and inclusions in their present state of repair and condition including any latent or patent defects, dilapidations and infestations, and any fair wear and tear and depreciation occurring between the date of this contract and completion. The Purchaser further acknowledges and accepts that the vendor is not obliged to remove any item left in the property, even the items are not marked as inclusions on contract front page.
- 34.2 The Purchaser acknowledges that it has inspected the property and made independent enquiries regarding the property prior to entering into this contract.
- 34.3 The Purchaser acknowledges that it has not relied upon any statement, representation or warranty made by or on behalf of the Vendor except those expressly set out in this Contract.
- 34.4 Subject to any relevant legislation, the Purchaser cannot make any requisition or claim, delay completion, rescind or terminate this contract in respect of any matters referred to in this clause including, without limitation:
- (a) the state of repair and condition of the property and inclusions;
 - (b) the nature, location or availability of any service;
 - (c) any encumbrances affecting or benefiting the property;
 - (d) any fencing for the property;
 - (e) any encroachments upon/ by the property by/upon neighbouring properties;
 - (f) any improvements to the property which may not have been approved by the relevant authority;
 - (g) the suitability for use of the property and the development potential of the property.
 - (h) Any orders or notices issued by any authority in respect of the property.

35 Attachments to Contract

- 35.1 The Vendor does not warrant the accuracy or completeness of any document attached to this Contract.
- 35.2 The purchaser must rely on its own independent enquiries in respect of any document attached to this contract and may not make a claim or requisition, delay completion, rescind or terminate this contract in respect of any document attached to this Contract.

36 Warranty as to Agent

- 36.1 The Purchaser warrants to the Vendor that it has not been introduced to the Property directly or indirectly by any agent other than the Vendor's Agent on the front page of this contract.
- 36.2 The Purchaser hereby agrees to indemnify the Vendor in respect of any claim/s made by any agent other than the Vendor's Agent against the Vendor which arises out of a breach of the Purchaser's warranty in this clause.
- 36.3 This special condition shall not merge on completion.

37 Requisitions on Title

- 37.1 The Purchaser agrees that it is only entitled to making requisitions in the form attached to this contract within 7 days from the date of this contract.

37.2 The Vendor is not obliged to reply to any requisitions unless the Purchaser complies with this clause.

38 Payment of Deposit by Instalments

38.1 This clause applies only if the Vendor has agreed to accept a deposit that is less than ten percent (10%) of the Purchase Price on exchange. The Deposit is payable by the Purchaser as follows:

- (a) 5% of the Purchase Price on the making of this Contract; and
- (b) the balance of the 10% of the Purchase Price upon completion or default by the Purchaser whichever is the earlier,

and time is of the essence in this regard.

38.2 In the event that the Purchaser fails to complete this Contract or in circumstances where the Vendor becomes entitled to terminate this Contract, the Vendor shall have the right to recover from the Purchaser any deposit or monies not paid by the Purchaser under this contract.

39 Deposit Bond or Bank Guarantee

39.1 The following clause applies only if the Purchaser has paid the Deposit by way of bond or bank guarantee ("the Deposit Bond").

39.2 The Purchaser must pay the amount stipulated in the Deposit Bond to the Vendor by bank cheque on completion of this Contract or at the time when the Vendor has become entitled to the Deposit.

39.3 If the Deposit Bond must have an expiry date that is not earlier than 21 days after the Completion Date. If the Completion Date is extended, the Purchaser must replace the Deposit Bond with either, a bank cheque in favour of the Depositholder or a replacement Deposit Bond which has an expiry date that is not earlier than 21 days after the extended Completion Date. The Purchaser must replace the Deposit Bond at least 10 business days before that expiry date.

39.4 The Purchaser agrees that this clause is an essential term of this Contract.

40 Completion and Notice to Complete

40.1 Completion of this contract must take place by 3.30 pm on the Completion Date.

40.2 In the event that either party fails to complete this Contract by the Completion Date, the party that is ready, willing and able to complete shall be entitled at any time thereafter to serve a notice to complete upon the other party making time for completion essential and requiring the other party to complete within a period of not less than 14 days from the date of service of the notice. The parties agree that the notice period of 14 days is reasonable and sufficient to render the time for completion essential.

40.3 The Purchaser shall not require the Vendor to remove any charge on the property for any rate, tax or outgoing until the time when completion of this agreement is effected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this agreement by reason of the existence of any such charge on the property and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding the existence of any such charge.

40.4 The party serving the notice is entitled to withdraw or extend the notice at any time and subsequently issue a further notice. The party serving the notice is also entitled to recovering from the other party a sum of \$350.00 +GST, being legal fees payable for issuing such notice.

40.5 Notwithstanding clause 2.9 of this contract, if this contract is terminated by either party under a notice to complete, the party terminating the Contract is entitled to receiving the deposit together with all interest earned on the deposit.

41 Interest on Late Completion

- 41.1 If this contract is not completed on or before the Completion Date and the delay is caused by the Purchaser, then the Purchaser must pay to the Vendor interest on the balance of the Purchase Price at the rate of 12% per annum from the Completion Date up to and including the day this contract is completed.
- 41.2 The parties agree that the interest payable pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on the Completion Date.
- 41.3 The Vendor may fix the Completion Date as the adjustment date.

42 No Survey Report

- 42.1 The Vendor does not have a survey report in respect of the property.
- 42.2 Completion of this contract is not conditional upon either party obtaining a survey report in respect of the property.

43 No Building Certificate

- 43.1 The Vendor does not have a building certificate in respect of the property.
- 43.2 Completion of this contract is not conditional upon either party obtaining a building certificate in respect of the property.

44 Swimming Pool

- 44.1 This clause applies only if the property has a swimming pool:
- a) The Vendor does not warrant that the swimming pool on the property complies with Swimming Pool Act 1992 and the relevant regulations;
 - b) The Purchaser acknowledges that it shall rectify any non-compliance and comply with the Act and regulations after completion;
 - c) The Purchaser must not make any objection, requisition or claim, delay completion, rescind or terminate this Contract in respect of any matter raised under this clause.
 - d) This clause shall not merge on completion.

45 Corporate Purchaser

- 45.1 If the Purchaser is a company, the Purchaser must provide a Deed of Guarantee and Indemnity duly executed by the Guarantor/s (being the director/s of the company), in the form attached to this Contract.
- 45.2 This clause and the provisions of the Deed of Guarantee and Indemnity is an essential term of this Contract and do not merge on completion of this contract.

46 Payment of Land Tax

- 46.1 If there is any outstanding land tax on the property, the Purchaser agrees, and hereby authorises the outstanding land tax to be paid at settlement via PEXA settlement platform. The vendor is not obliged to pay the outstanding land tax on the property nor provide a clear land tax certificate prior to completion.
- 46.2 If the outstanding land tax is paid at settlement via PEXA settlement platform, the purchaser accepts, despite the statutory requirement set out in clause 3 of Schedule 2 of Conveyancing (Sale of Land) Regulation 2017, a current clear land tax certificate may be served within 7 days of the completion.

47 Error In Adjustment of Outgoings

- 47.1 Both parties agree that if any adjustment of outgoings made under this Contract is incorrect, both parties will do all things necessary to rectify such error/s within a reasonable time.

47.2 This condition shall not merge on completion.

48 Charges

48.1 The Vendor will not be obliged to remove any charges on the property in respect of rates and taxes until completion of this contract.

48.2 The Vendor shall be entitled to serve a notice to complete on the Purchaser notwithstanding the existence of any charges on the property prior to completion.

49 Facsimile transmission

49.1 A document served under this Contract by facsimile transmission is deemed to have been received under clause 20.6.5 when the transmission has been completed except where the time of dispatch is later than 5.00 pm on a business day in the place to which the notice is sent, then the notice is deemed to have been received at 9.00 am on the next business day at that place.

50 Foreign Acquisitions

50.1 In the event that the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* applies to the Purchaser and to this Contract, the Purchaser must indemnify the Vendor for any loss, damage or other civil financial disadvantage to which the Vendor may suffer by reason of the Purchaser's breach of that Act in relation to this Contract.

50.2 This clause shall not merge on completion.

51 Incapacity

51.1 Without in any manner negating, limiting or restricting any rights or remedies available to either party at law or in equity, the parties agree that if the Purchaser:

- (a) being an individual, dies or loses mental capacity to manage its own affairs; or
- (b) being a company, resolves to go into liquidation or enters into any arrangement with its creditors under the *Corporations Act 2001* or if a liquidator, receiver is appointed to the Purchaser;

then the Vendor may by notice in writing to the Purchaser rescind this Contract and the provisions of clause 19 shall apply.

52 Consumer Credit Code

52.1 The Purchaser warrants to the Vendor that credit is not required to pay for the Property, or that the Purchaser has before the date of this Contract obtained approval for credit to finance the purchase of the Property on terms which are reasonable and acceptable to the Purchaser.

52.2 The Purchaser agrees and acknowledges that this contract cannot be terminated pursuant to section 124 of the Consumer Credit Code.

53 Severability

53.1 If any provision in this Contract is invalid or enforceable, then this contract shall be read as if such provision is severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

54 Whole Agreement

54.1 The parties acknowledge that the terms and conditions in this Contract contain the entire agreement between the parties as at the date of this Contract and the Purchaser acknowledges that it has not been induced to entering into this Contract by any representation made by or on behalf of the Vendor which is not included in this Contract.

55 Non-merger

55.1 The provisions of this Contract having application after completion continue to apply despite completion.

56 Governing Law and Jurisdiction

56.1 The Contract is governed by the law of New South Wales in Australia, and the parties irrevocably submit to the jurisdiction of the Courts of New South Wales.

57 Release of Deposit

57.1 The Purchaser hereby unconditionally and irrevocably authorises the Depositholder to release the whole or part of the Deposit paid under this contract to the Vendor for the purchase of a property including for payment of deposit and stamp duty for the purchase. This contract is sufficient evidence of authority from the Purchaser to the Depositholder for the release of the deposit or any part of it to the Vendor or as he/she may direct in accordance with his/her clause.

57.2 If the vendor requires the deposit to be available on completion the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of another property.

DIRECTOR'S GUARANTEE AND INDEMNITY

Guarantor means (being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).

1 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:

- (a) the payment of all money payable by the Purchaser under this Contract; and
- (b) the performance of all the Purchaser's other obligations under this Contract.

2 The Guarantor agrees to the Vendor the payment of all money by the Purchaser on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor

3 If the purchaser does not:

- (a) pay all money payable by the Purchaser; or
- (b) comply with any of the purchaser's obligations under this contract,

on time, the Guarantor must on demand pay that money and all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this guarantee and indemnity to the vendor and/or comply with those obligations or both, as the case may be, whether or not the vendor has demanded that the purchaser pay or comply and irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with the Contract..

4 As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee, the Guarantor:

- (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract whether or not the vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity; and
- (b) must pay on demand any money due to the Vendor under this indemnity.

It is not necessary for the vendor to incur expense or make a payment before enforcing this indemnity

5 The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:

- (a) the Purchaser's performance of its obligations under this Contract;
- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or the termination of this Contract by the Vendor.

6 The Guarantor must pay interest on any amount payable by it under this guarantee and indemnity, which it does not pay on time on demand or at times the vendor specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate of 10% per annum and is capitalised on the last day of each month if unpaid.

7 Until the Vendor has received all money payable to it under the Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:

- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
- (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.

8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this guarantee and indemnity.

9 The Guarantor's obligations under this Clause are not released, discharged or otherwise affected by, without limitation the following:

- (a) the Vendor releases or enters into a composition with the Purchaser;
- (b) a payment made to the Vendor is later avoided;
- (c) the Vendor assigns or transfers the benefit of this Contract
- (d) the grant of any time, waiver, or covenant not to sue or other indulgence;
- (e) the vendor's acquiescence, delay or mistake;

- (f) the release (including without limitation a release as part of a novation) or discharge of any person;
- (g) an arrangement, composition or compromise entered into by the Vendor, the purchaser, the Guarantor or any other person;
- (h) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (i) any moratorium or other suspension of a right, power, authority or discretion or remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
- (j) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (k) the winding-up of the Purchaser;
- (l) the variation, assignment, or termination of this contract.

10 This guarantee and this indemnity are independent of and in addition to any other guarantee or security the vendor holds and may not be terminated by the Guarantor. They continue until the vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

EXECUTED as a Deed.

Signed sealed and delivered by
 (the **Guarantor**) in the presence of:

.....
 Signature of witness

.....
 Name of witness (BLOCK LETTERS)

.....
 Address of witness

CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (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's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

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

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

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



FOLIO: 7231/1156939

SEARCH DATE	TIME	EDITION NO	DATE
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25/7/2024	1:20 PM	4	8/9/2018

LAND

LOT 7231 IN DEPOSITED PLAN 1156939
AT THE PONDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1156939

FIRST SCHEDULE

LIN JIN
ZHICHENG ZHOU
AS JOINT TENANTS (T AH122055)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 DP1140276 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 2 DP1144156 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1148165 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 4 DP1152462 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1164464 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1156937 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1156939 EASEMENT FOR SUPPORT 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1156939 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1156939 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1156939 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 11 DP1156939 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 12 AJ803540 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24/0516

PRINTED ON 25/7/2024

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

SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	61°37'15"	2.97	13.57	45.5
2	67°39'50"	13.52	4.725	4
3	105°44'00"	3.94	4.725	45.5
4	164°30'15"	17.745	17.865	45.5
5	158°22'55"	14.85	14.85	430
6	159°59'55"	14.85	14.85	430
7	162°02'40"	15.85	15.85	430
8	164°09'25"	15.85	15.85	430
9	164°16'05"	15.85	15.85	430
10	168°22'50"	15.85	15.85	430
11	170°36'15"	15.85	15.85	430
12	172°36'15"	15.85	15.85	430
13	172°36'15"	15.85	15.85	430
14	177°26'20"	23.015	23.015	430
15	351°42'23"	23.995	26.315	365
16	354°02'35"	14.735	14.735	365
17	351°43'30"	14.735	14.735	365
18	349°23'05"	14.735	14.735	365
19	347°06'15"	14.735	14.735	365
20	344°57'30"	14.735	14.735	365
21	344°28'45"	14.735	14.735	365
22	344°09'55"	14.735	14.735	365
23	339°49'35"	26.985	21	365
24	339°49'35"	26.985	21	365
25	339°49'35"	26.985	21	365
26	339°49'35"	26.985	21	365
27	339°49'35"	26.985	21	365
28	95°55'23"	12	12	534.9
29	95°10'35"	124.77	123.04	530

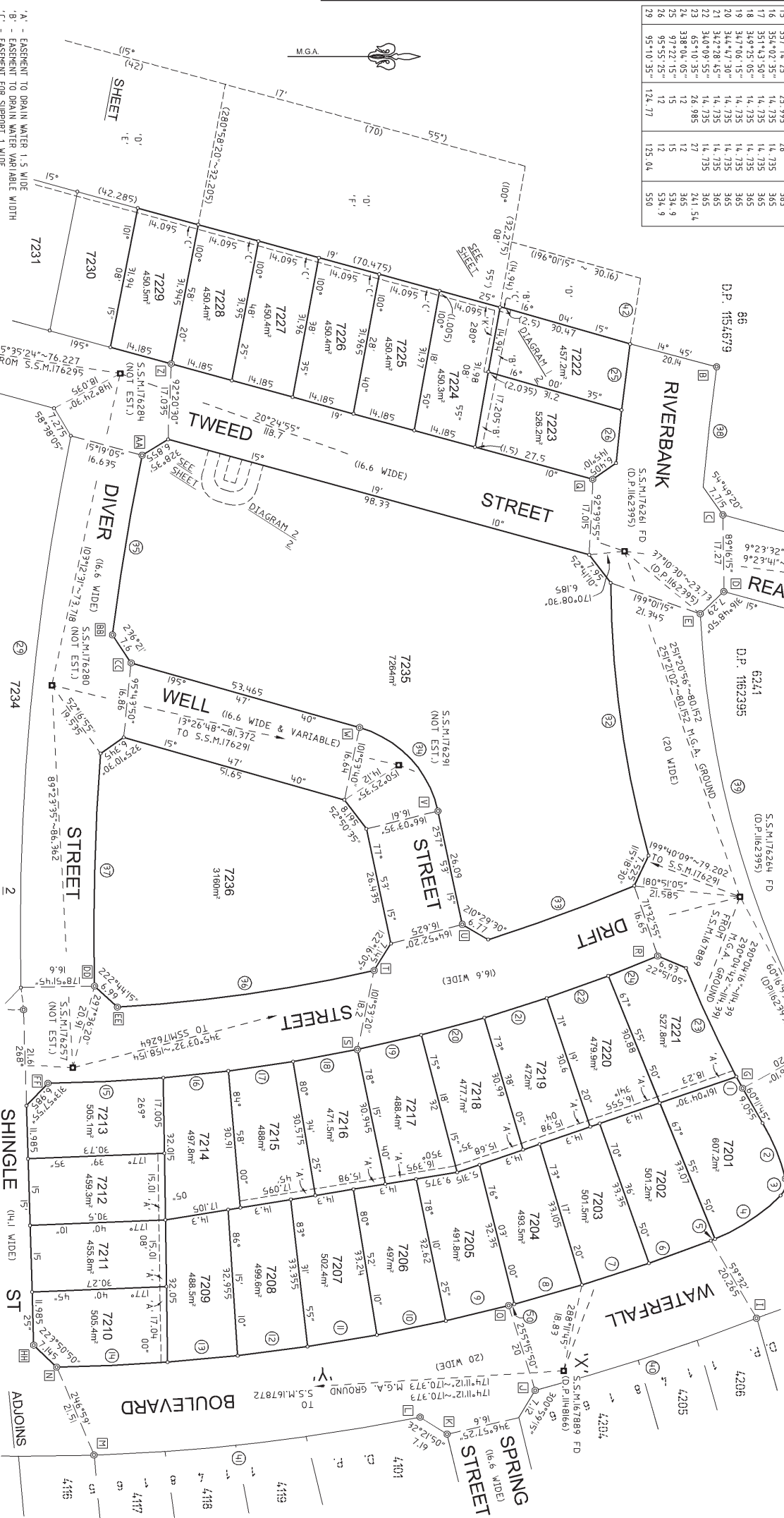
32	82°05'00"	82.03	82.03	241.54
33	159°41'55"	33.08	33.08	348.4
34	228°50'30"	23.785	21.095	533.4
35	219°22'30"	48.39	38.46	348.4
36	217°52'50"	51.35	31.41	533.4
37	214°22'00"	121.235	121.235	533.4
38	86°24'30"	100.935	121.54	221.54
39	224°42'30"	35.425	31.86	221.54
40	191°21'42"	35.425	31.86	221.54
41	191°21'42"	15	15	534.9
42	218°58'32"	15	15	534.9
50	345°14'15"	0.38	0.38	430

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	101°00'10"	3.335 & 13.115	DHW s FD (D.P. 1162395)
B	97°36'	12.02	GIP FD (D.P. 1156937) MON GONE
B	97°36'	12.02	DHW s
C	229°49'15"	26.765	DHW s
D	100°56'20"	3.305	DHW FD (D.P. 1162395) MON GONE
E	11°40'45"	4.425 & 16.09	DHW FD (D.P. 1162395)
F	300°12'50"	5.065	DHW FD (D.P. 1162395)
G	186°51'10"	5.405 & 20.95	DHW FD (D.P. 1156937)
H	215°03'10"	5.075 & 23.15	DHW s FD (D.P. 1148166)
I	46°51'35"	4.815 & 16.85	DHW s FD (D.P. 1148166)
J	33°24'	5	& 21.225 DHW s FD (D.P. 1148165)

K	148°16'	3.48 & 14.655	DHW s FD (D.P. 1144165)
L	63°22'55"	4.57 & 16.15	DHW s FD (D.P. 1144165)
M	84°13'50"	4.43 & 15.58	DHW s FD (D.P. 1144165)
N	242°38'05"	4.895 & 17.33	DHW s FD (D.P. 1156937)
O	124°48'25"	13.83	DHW s FD (D.P. 1162395)
P	189°10'45"	3.565 & 15.425	DHW s FD (D.P. 1162395)
Q	251°42'10"	3.73	DHW s FD (D.P. 1144165)
R	136°30'25"	5.735 & 22.485	DHW & SHN16264
S	80°40'	3.335	DHW
T	81°23'15"	13.175	DHW

U	261°55'50"	3.35 & 13.215	DHW s
V	288°53'30"	4.01 & 25.185	DHW s
W	342°33'45"	3.445	DHW
X	346°00'30"	13.24	DHW
Y	224°11'20"	3.515	DHW
Z	269°28'15"	13.205	DHW
AA	377°21'	4.805	DHW s
BB	322°24'40"	20.515	SMN16261
CC	291°45'15"	4.25 & 18.47	DHW & SHN16280
DD	297°13'20"	4.65 & 20.91	DHW & SHN16257
EE	267°13'50"	3.37 & 13.195	DHW s
FF	70°50'20"	3.375 & 16.39	DHW
HH	18°33'15"	3.64 & 14.105	DHW s FD (D.P. 1156937)



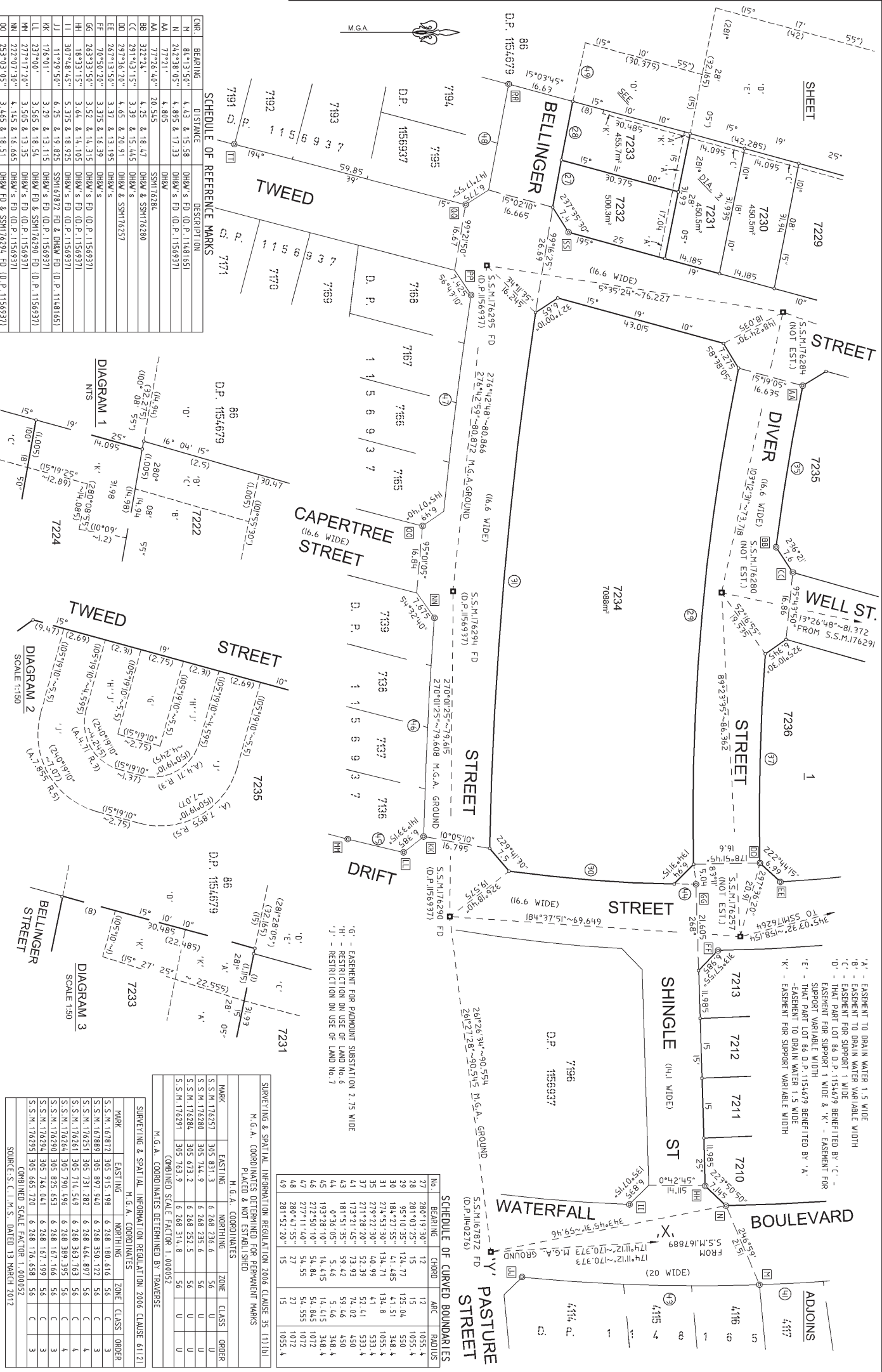
PLAN OF SUBDIVISION OF LOT 7197 D.P. 1156937

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 23 MARCH 2012
 Surveyor's Ref: 17272

LG&A: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12714
 Lengths are in metres. Roundings: 1: 800

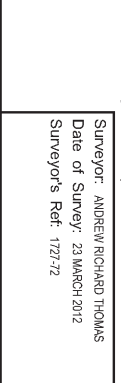
Registered
 28.5.2012

DP1156939



SCHEDULE OF REFERENCE MARKS

CHR.	BEARING	DISTANCE	DESCRIPTION
M	81°13'50"	4.43 & 15.58	DHW s FD (D.P. 1146165)
N	242°38'05"	4.895 & 17.33	DHW s FD (D.P. 1156937)
A	77°21"	4.805	DHW
AA	377°26'40"	20.545	SSM176284
BB	327°24'	4.25 & 18.47	DHW & SSM16280
CC	281°43'15"	3.39 & 15.445	DHW s FD (D.P. 1146165)
CD	297°34'20"	4.65 & 20.91	DHW & SSM16281
EE	287°13'50"	3.57 & 13.195	DHW s FD
FF	70°50'20"	3.57 & 16.39	DHW s FD (D.P. 1156937)
GG	263°33'50"	3.64 & 14.315	DHW s FD (D.P. 1156937)
HH	18°33'15"	6.26 & 14.105	DHW s FD (D.P. 1156937)
II	307°48'45"	5.375 & 18.925	SSM167272 FD & DHW s FD (D.P. 1148165)
JJ	11°29'50"	6.25 & 13.115	DHW s FD (D.P. 1156937)
KK	176°01'	3.29 & 13.415	DHW s FD & SSM176290 FD (D.P. 1156937)
LL	227°17'20"	4.145 & 16.685	DHW s FD (D.P. 1156937)
NN	222°07'30"	3.465 & 16.665	DHW s FD & SSM176294 FD (D.P. 1156937)
OO	189°34'55"	3.305 & 13.112	DHW s FD (D.P. 1156937)
PP	257°12'45"	3.485 & 18.33	DHW s FD & SSM176295 FD (D.P. 1156937)
RR	211°38'55"	3.85 & 15.205	DHW s FD (D.P. 1156937)
SS	332°53'10"	4.36	DHW
SS	333°11'50"	24.37	SSM176295
TT	328°09'15"	4.61 & 18.165	DHW s FD (D.P. 1156937)



SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
27	280°19'30"	12	12	1055.4
28	281°03'25"	15	15	1055.4
29	185°10'35"	12.77	125.04	588.4
30	184°21'35"	14.485	51.51	588.4
31	219°53'30"	134.71	134.8	1055.4
32	219°42'30"	60.39	52.41	533.4
33	214°28'20"	73.92	72.41	533.4
34	213°41'35"	52.42	52.46	450
41	181°41'35"	52.42	52.46	348.4
42	182°31'05"	54.815	54.815	348.4
43	192°28'10"	54.815	54.815	1072
44	277°41'40"	54.55	54.55	1072
45	280°41'55"	27	27	1055.4
46	281°52'20"	27	27	1055.4

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35 (1)(1)(b)
 M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS
 PLACED & NOT ESTABLISHED

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 176257	305 831.3	6 268 235.6	56	U	U
S.S.M. 176280	305 744.9	6 268 235.6	56	U	U
S.S.M. 176284	305 613.2	6 268 232.5	56	U	U
S.S.M. 176291	305 703.9	6 268 314.8	56	U	U

M.G.A. COORDINATES DETERMINED BY TRAVERSE

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 167872	305 915.198	6 268 180.616	56	C	3
S.S.M. 167889	305 897.910	6 268 350.122	56	C	3
S.S.M. 176251	305 731.282	6 268 468.897	56	C	4
S.S.M. 176261	305 714.595	6 268 393.763	56	C	4
S.S.M. 176264	305 790.496	6 268 389.395	56	C	4
S.S.M. 176290	305 825.653	6 268 167.199	56	C	3
S.S.M. 176294	305 745.041	6 268 167.199	56	C	3
S.S.M. 176295	305 665.720	6 268 176.658	56	C	3

SOURCE: C.T.H.S. DATED 13 MARCH 2012

PLAN OF SUBDIVISION OF LOT 7197 D.P. 1156937

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 23 MARCH 2012
 Surveyor's Ref: 172742

LG: BLACKTOWN
 Locality: THE PONDS
 Subdivision No: 12714
 Lengths are in metres. Roundings to: 000

REGISTERED
 28.5.2012
 DP1156939

REGISTERED
 28.5.2012
 DP1156939

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DP1156939

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. EASEMENT TO DRAIN WATER VARIABLE WIDTH
3. EASEMENT FOR SUPPORT 1 WIDE
4. EASEMENT FOR SUPPORT VARIABLE WIDTH
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND

Registered: 28.5.2012
Title System: TORRENS
Purpose: SUBDIVISION

Office Use Only

PLAN OF SUBDIVISION OF LOT 7197 D.P. 1156937

LGA: BLACKTOWN
Locality: THE PONDS
Parish: GIDLEY
County: CUMBERLAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS A PUBLIC ROAD: -

- 1. TWEED STREET EXTENSION (16.6 WIDE)
2. DRIFT STREET EXTENSION (16.6 WIDE)
3. DIVER STREET (16.6 WIDE)
4. WELL STREET (16.6 WIDE & VARIABLE)
5. RIVERBANK DRIVE EXTENSION (20 WIDE)

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 23 MARCH 2012

The survey relates to LOTS 7201 TO 7236

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Andrew R. Thomas Dated: 30/3/12
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I...in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein (insert 'subdivision' or 'new road')

[Signature]

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL
Date of Endorsement: 10th May 2012
Accreditation no: Not Applicable
Subdivision Certificate no: 12714
File no: DA-10-1017

Plans used in the preparation of survey/compilation

- D.P. 1154679
D.P. 1156937
D.P. 1162395

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 1727-72

*Strike through inapplicable parts.

CAD REF: Z:\1727 - The Ponds\AutoCAD\1727S102 (00)

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

PLAN OF
SUBDIVISION OF LOT 7197 D.P. 1156937

DP1156939

Office Use Only

Registered:



28.5.2012

Subdivision Certificate No.: 12714

Date of Endorsement: 10th May 2012

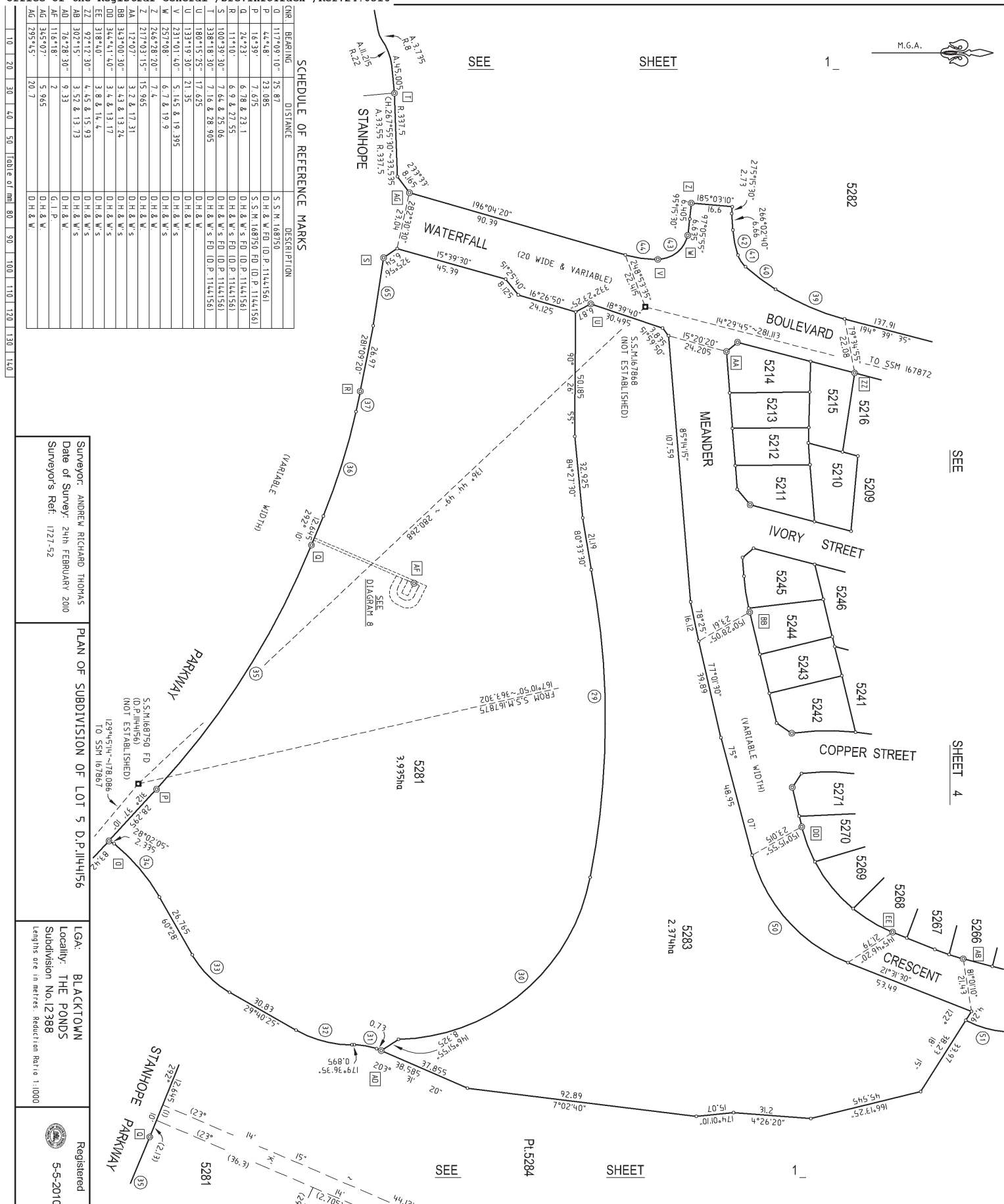
JEYAWEERASINGAM MAHENDRA

SIGNED BY ~~CARMEN LORRAINE OSBORNE~~ AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCAION OF SUCH DELEGATION

SIGNATURE

J. Weerasingam Mahendra

Surveyor's Reference: 1727-72



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
1	117°09'10"	25.87	S.S.M. 168750
2	44°48'	23.085	O.H. & W.F.D. (O.P. 11441561)
3	16°39'	7.675	S.S.M. 168750 FD (O.P. 11441561)
4	24°23'	6.78 & 23.1	O.H. & W.S. FD (O.P. 11441561)
5	11°10'	6.8 & 22.55	O.H. & W.S. FD (O.P. 11441561)
6	100°28'30"	7.64 & 25.06	O.H. & W.S. FD (O.P. 11441561)
7	338°18'30"	7.16 & 28.905	O.H. & W.S. FD (O.P. 11441561)
8	180°15'25"	17.625	O.H. & W.
9	133°19'30"	21.35	O.H. & W.
10	231°01'40"	5.145 & 18.395	O.H. & W.S.
11	257°08'	6.7 & 19.9	O.H. & W.S.
12	246°28'20"	7.4	O.H. & W.
13	217°03'15"	15.965	O.H. & W.
14	12°07'	3.2 & 17.31	O.H. & W.S.
15	343°00'30"	3.4 & 13.24	O.H. & W.S.
16	344°41'40"	3.4 & 13.17	O.H. & W.S.
17	318°40'	3.8 & 14.4	O.H. & W.S.
18	92°12'30"	4.45 & 15.93	O.H. & W.S.
19	307°15'	3.52 & 13.73	O.H. & W.S.
20	16°28'30"	9.33	O.H. & W.
21	116°18'	2	O.H. & W.
22	345°07'	3.945	O.H. & W.
23	295°45'	20.7	O.H. & W.

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
29	90°12'20"	123.885	124.625	379.23
30	139°47'15"	101.035	100.255	80.865
31	191°33'55"	10.36	10.435	24.975
32	193°08'30"	23.35	23.615	45
33	225°04'10"	21.24	21.495	40
34	279°37'30"	28.215	28.38	75
35	302°23'20"	116.445	117.07	328
36	287°22'35"	44.035	44.085	243.5
37	281°52'10"	8.325	8.325	334
38	203°19'50"	30.3	30.42	100.5
39	216°50'50"	15.12	15.14	89.5
40	237°05'15"	5.575	5.64	10.5
41	237°05'15"	5.575	5.64	10.5
42	258°24'05"	10.31	10.33	50
43	141°09'35"	15.475	16.685	12.5
44	187°46'25"	13.255	13.3	45.5
45	48°19'10"	57.97	60.14	64.29
50	15°44'00"	16.905	17.035	40
51	15°44'00"	16.905	17.035	40
65	278°45'40"	27.68	27.685	334

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 24th FEBRUARY 2000
 Surveyor's Ref: 1727-52

PLAN OF SUBDIVISION OF LOT 5 D.P. 1144156

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12388
 Lengths are in metres. Reduction Ratio 1:1000

Registered
 5-5-2010

DP1140276

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
8	193°47'20"	3.29	3.29	108.3
9	189°23'55"	13.3	13.31	108.3
10	179°04'40"	25.645	25.705	108.3
11	125°43'15"	1.7	1.7	91.7
12	264°28'45"	12.985	12.985	91.7
20	198°29'30"	5.905	5.905	91.7
21	200°14'45"	6.09	6.095	91.7
22	210°49'40"	18.535	18.605	61.5
23	230°53'45"	24.335	24.5	61.5
24	264°28'45"	15.045	15.08	61.5
25	2°32'40"	29.305	29.43	91.7
26	13°11'55"	4.675	4.675	91.7
39	203°19'50"	30.3	30.42	100.5
40	216°40'50"	15.12	15.14	89.5
41	237°19'55"	5.575	5.64	10.5
42	258°24'05"	10.31	10.33	50
43	141°09'35"	15.475	16.885	12.5
44	187°46'25"	13.255	13.3	45.5
50	48°19'10"	57.97	60.14	64.29
51	15°44'00"	16.905	17.035	4.0



SEE SHEET 1 (top left), **SEE SHEET 2** (middle left), **SEE SHEET 3** (bottom left)

WATERFALL, **BOULEVARD**, **MEANDER**, **IVORY**, **STREET**, **COPPER**, **CRESCENT**

DIAGRAM I SCALE 1:500
DIAGRAM II SCALE 1:500
DIAGRAM III SCALE 1:500
DIAGRAM IV SCALE 1:500

SCHEDULE OF REFERENCE MARKS

CHR	BEARING	DISTANCE	DESCRIPTION
QR	180°15'25"	17.675	D.H. & W.
UL	133°10'30"	21.35	D.H. & W.
V	231°01'40"	5.165 & 19.935	D.H. & W.S.
W	291°08'	6.7 & 19.9	D.H. & W.S.
Z	246°28'20"	7.4	D.H. & W.
Z	217°02'15"	15.965	D.H. & W.S.
AA	12°07'	3.2 & 17.31	D.H. & W.S.
BB	343°00'30"	3.43 & 13.24	D.H. & W.S.
CC	142°29'25"	9.48	D.H. & W.
CC	351°48'30"	18.375	D.H. & W.
DD	314°41'40"	3.4 & 13.17	D.H. & W.S.
EE	318°44'0"	3.8 & 14.4	D.H. & W.S.
DD	232°55'55"	5.445 & 21.175	D.H. & W.S.
SS	222°37'	7.26 & 28.07	S.S.M.167875 & D.H. & W.
TT	252°41'40"	4.005 & 15.545	D.H. & W.S.
UU	347°28'15"	5.745 & 18.18	D.H. & W.S.
VV	125°21'35"	4.7 & 16.645	D.H. & W.S.
ZZ	92°12'30"	4.45 & 15.93	D.H. & W.S.
AB	302°13'	3.52 & 13.73	D.H. & W.S.
AC	353°35'35"	4.78 & 15.03	D.H. & W.S.
AE	345°35'50"	3.35 & 13.215	D.H. & W.S.

PLAN OF SUBDIVISION OF LOT 5 D.P.1140276

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 24th FEBRUARY 2010
 Surveyor's Ref: 1727-52

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12388
 Lengths are in metres. Reduction Ratio 1:600

REGISTERED

Registered
 5-5-2010
 DP1140276

PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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. EASEMENT TO DRAIN WATER 2.5 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. EASEMENT FOR UNDERGROUND CABLES 1 WIDE
7. EASEMENT FOR SUPPORT 1.2 WIDE
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-

1. WATERFALL BOULEVARD 20 WIDE & VARIABLE
2. MEANDER CRESCENT VARIABLE WIDTH
3. IVORY STREET 16.6 WIDE
4. COPPER STREET 16.6 WIDE
5. PASTURE STREET 16.6 WIDE

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

C.L. Osborne

SIGNATURE

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

DP1140276

Registered:  5-5-2010
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF
 SUBDIVISION OF LOT 5 D.P. 1144156

LGA: BLACKTOWN
 Locality: THE PONDS
 Parish: GIDLEY
 County: CUMBERLAND

Surveying & Spatial Information Regulation, 2006

I, ANDREW RICHARD THOMAS
 of CRAIG & RHODES PTY LTD
 LEVEL 4, 16-18 CAMBRIDGE ST. EPPING 2121

a surveyor registered under the Surveying & Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: 24th FEBRUARY 2010

The survey relates to LOTS 5201 TO 5281, 5283, 5284 AND 5282 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Andrew R. Thomas* Dated: 1st MARCH 2010

Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban/~~Rural~~

Plans used in preparation of survey /-~~compilation~~-

- D.P. 1119679
- D.P. 1120256
- D.P. 1120378
- D.P. 1120379
- D.P. 1120380
- D.P. 1120381
- D.P. 1120382
- D.P. 1144156

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 1727-52

* OFFICE USE ONLY

CAD REF. 1727565

Crown Lands NSW / Western Lands Office Approval

I, in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein (insert 'subdivision' or 'new road')

P.B.

* Authorised Person / ~~General Manager / Accredited Certifier~~

Consent Authority: BLACKTOWN CITY COUNCIL

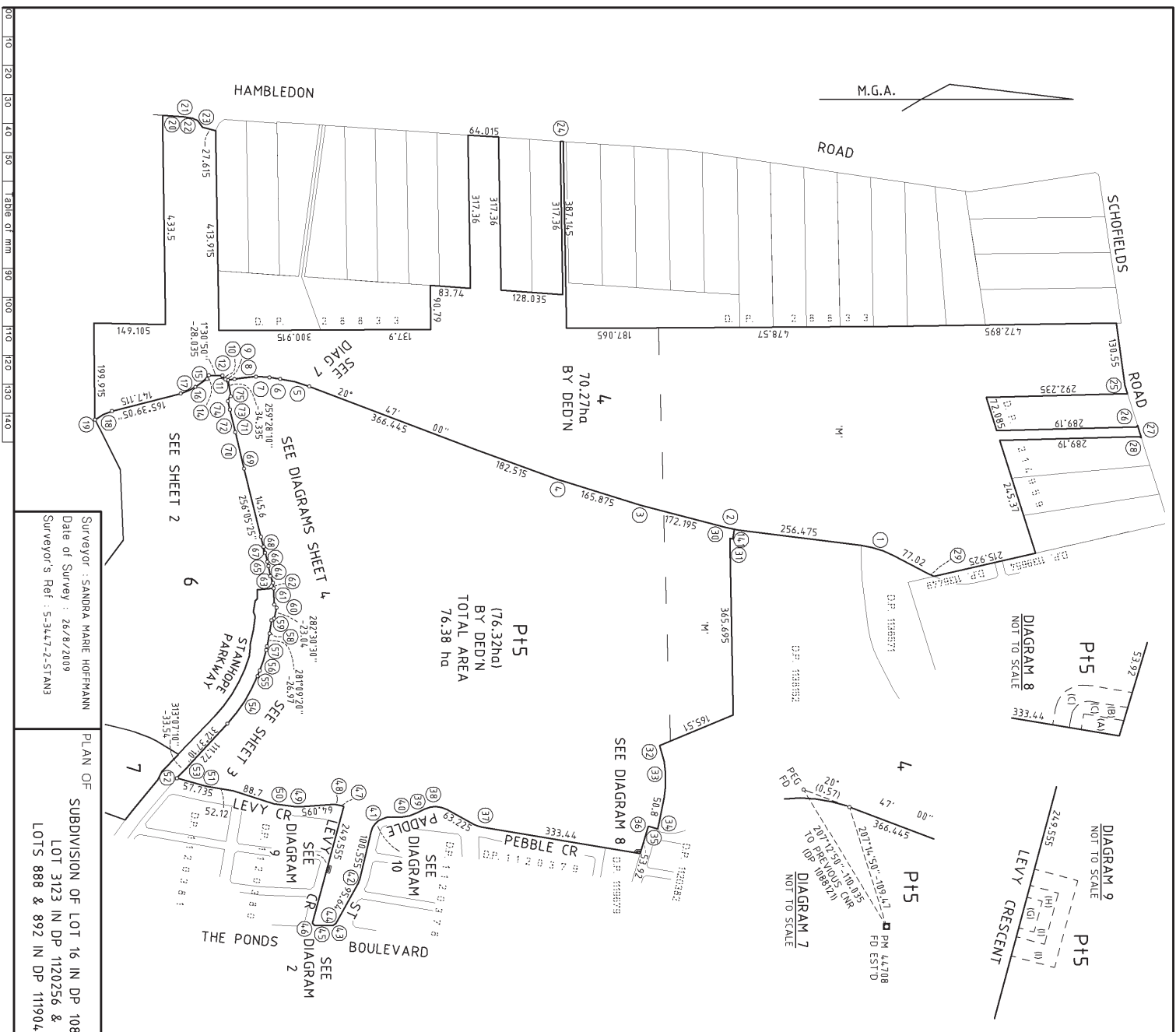
Date of Endorsement: 19th April 2010

Accreditation no: Not Applicable

Subdivision Certificate no: 12388

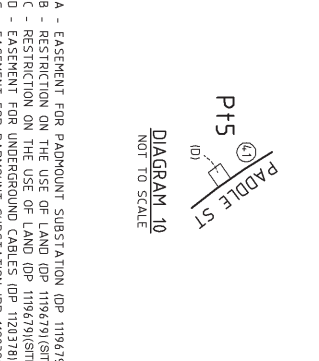
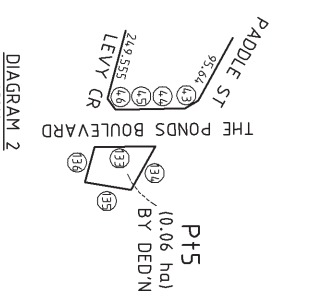
File no: DA-08-877 & DA-08-2548

*Delete whichever is inapplicable



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	72.145	72.145	200	200	45	26.08	78.08	19.3	513.5
2	25.85	25.85	200	200	46	7.225	7.225	21.265	986.5
3	11.855	11.855	250	250	47	4.665	4.665	4.3875	4986.5
4	11.9	11.9	250	250	48	23.95	23.95	33.805	5013.5
5	14.30 20"	62.855	62.98	287.4	49	5.81	5.81	22.405	976
6	8.13 4.0"	22.565	27.935	158	50	4.7 235	9.585	100	
7	3.09 5.0"	50.415	50.48	286.3	51	0.08	0.08	1013.5	
8	353.02 5.0"	8.355	8.37	35.5	52	312.52 10"	8.83	328	
9	356.45 10"	5.12	5.17	10.5	53	302.23 4.0"	117.07	328	
10	195.37 15"	8.34	8.34	11.5	54	16.45	16.45	263.5	
11	45.29 2.0"	1.665	1.665	11.5	55	292.10 10"	4.4 0.3	334	
12	258.08 4.5"	28.035	28.035	84.695	56	287.22 35"	8.325	334	
13	1.30 4.5"	8.775	8.775	84.695	57	281.52 10"	27.675	334	
14	114.45 0.5"	3.6	3.6	10.5	58	278.46 55"	27.685	334	
15	14.9 37.95"	23.84	23.84	60	325.54 55"	6.54	8.165	373.5	
16	14.5 39.05"	23.86	33.335	95.5	60	233.33 0.0"	4.6 97	22	
17	155.39 0.5"	33.165	39.64	84.695	61	268.57 0.5"	11.095	8	
18	152.14 3.5"	0.77	0.77	10.5	62	24.87 31.50"	3.7	334	
19	2.37 0.0 4.5"	18.815	18.815	64	258.50 4.0"	21.39	21.39	334	
20		11.465	11.465	65	257.00 35"	9.135	19.3	513.5	
21		17.315	17.315	67	254.51 20"	12.885	21.265	986.5	
22		6.12	6.12	24	255.28 25"	68	256.78 25"	4.3875	4986.5
23		17.695	17.695	25	256.70 35"	69	256.70 35"	33.805	5013.5
24		3.665	3.665	26	256.72 0.5"	70	256.72 0.5"	22.405	976
25		27.02	4.865	28	256.52 0.0"	71	256.52 0.0"	25.61	1024
26		16.695	16.695	29	256.48 25"	72	256.48 25"	18	
27		18.015	18.015	30	256.05 25"	73	256.05 25"	8.715	
28		5.695	5.695	31	291.06 0.0"	74	291.06 0.0"	3.61	
29		102.01	102.01	32	326.06 30"	75	326.06 30"	32.795	
30		200	200	33		134	27.03	27.03	
31		200	200	34		135	25.165	25.165	
32		200	200	35		136	19.55	19.55	
33		200	200	36		141	20	20	
34		4.61	4.61	180					
35		16.93	16.93	50					
36		48.69	48.69	50					
37		56.89	56.89	100					
38		55.79	55.79	38.745					
39		9.16	9.16	33.4					
40		360	360						
41									
42									
43									
44									



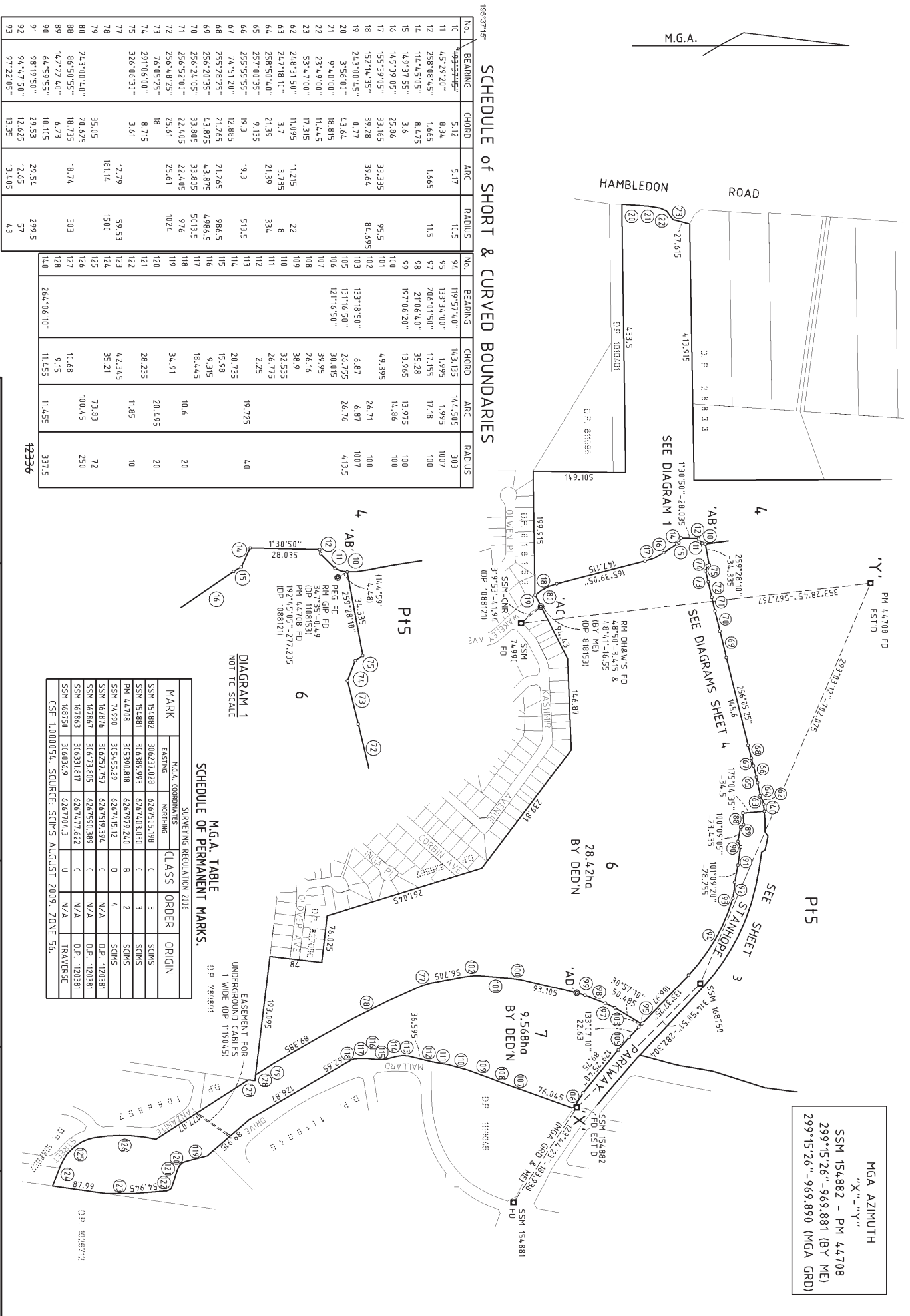
Surveyor: SANDRA MARE HOFFMANN
 Date of Survey: 26/8/2009
 Surveyor's Ref: S-3447-2-STANS

PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
 LOT 3123 IN DP 1120256 &
 LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No: 12336
 Lengths are in metres. Reduction Ratio: 1:6000

Registered
 16.12.2009

DP1144156



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
10	199°57'40"	14.3135	14.4505	303	94	199°57'40"	14.3135	14.4505	303
11	4°52'29.20"	8.34	1.995	1007	95	133°34.00"	17.155	17.18	1007
12	258°08'45"	1.665	1.995	1007	96	206°01'50"	35.28	35.28	1007
13	116°45'05"	8.475	17.18	1007	97	21°06'40"	13.975	13.975	1007
14	148°37'55"	3.6	13.975	1007	98	197°06'20"	4.9395	14.86	1007
15	148°37'55"	3.6	13.975	1007	99	197°06'20"	4.9395	14.86	1007
16	148°37'55"	3.6	13.975	1007	100	197°06'20"	4.9395	14.86	1007
17	152°39'05"	33.165	26.71	100	101	152°39'05"	33.165	26.71	100
18	152°39'05"	33.165	26.71	100	102	152°39'05"	33.165	26.71	100
19	263°10'45"	43.64	6.87	1007	103	131°08'50"	26.775	6.87	1007
20	3°56'00"	18.815	6.87	1007	104	131°08'50"	26.775	6.87	1007
21	9°41'00"	11.445	26.16	1007	105	131°08'50"	26.775	6.87	1007
22	23°14'00"	17.315	26.16	1007	106	131°08'50"	26.775	6.87	1007
23	53°47'00"	11.095	38.9	1007	107	131°08'50"	26.775	6.87	1007
24	248°31'50"	3.7	38.9	1007	108	131°08'50"	26.775	6.87	1007
25	247°18'10"	21.39	26.775	1007	109	131°08'50"	26.775	6.87	1007
26	258°50'40"	9.135	2.25	1007	110	131°08'50"	26.775	6.87	1007
27	257°10'35"	19.3	19.725	40	111	131°08'50"	26.775	6.87	1007
28	255°55'55"	12.885	20.735	40	112	131°08'50"	26.775	6.87	1007
29	74°51'20"	21.265	15.98	1007	113	131°08'50"	26.775	6.87	1007
30	255°28'25"	4.3875	9.315	1007	114	131°08'50"	26.775	6.87	1007
31	256°20'35"	33.805	18.445	1007	115	131°08'50"	26.775	6.87	1007
32	256°24'05"	22.405	10.6	1007	116	131°08'50"	26.775	6.87	1007
33	256°48'23"	25.61	20.495	20	117	131°08'50"	26.775	6.87	1007
34	76°05'25"	18	11.85	10	118	131°08'50"	26.775	6.87	1007
35	291°06'00"	8.715	35.21	124	119	131°08'50"	26.775	6.87	1007
36	326°06'30"	3.61	73.03	72	120	131°08'50"	26.775	6.87	1007
37	291°06'00"	8.715	100.45	250	121	131°08'50"	26.775	6.87	1007
38	76°05'25"	18.114	10.68	9.15	122	131°08'50"	26.775	6.87	1007
39	243°10'40"	35.05	10.68	9.15	123	131°08'50"	26.775	6.87	1007
40	86°50'55"	18.735	29.54	299.5	124	131°08'50"	26.775	6.87	1007
41	142°22'40"	6.23	12.65	4.3	125	131°08'50"	26.775	6.87	1007
42	64°59'55"	10.05	12.65	4.3	126	131°08'50"	26.775	6.87	1007
43	98°19'50"	29.53	13.405	4.3	127	131°08'50"	26.775	6.87	1007
44	94°17'50"	13.35	11.455	11.455	128	131°08'50"	26.775	6.87	1007
45	97°22'05"	13.35	11.455	11.455	129	131°08'50"	26.775	6.87	1007

SCHEDULE OF PERMANENT MARKS.

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN
SSM 154882	306231.028	6267905.198	C	3	SCMS
SSM 154881	306389.932	6267403.030	C	3	SCMS
PM 4738	305900.018	6267879.240	B	4	SCMS
SSM 76990	305455.29	6267415.12	D	4	SCMS
SSM 167876	306257.757	6267519.394	C	N/A	D.P. 1120381
SSM 167867	306173.805	6267590.389	C	N/A	D.P. 1120381
SSM 167863	306331.817	6267477.622	C	N/A	D.P. 1120381
SSM 168750	306036.9	6267702.3	U	N/A	TRAVERSE
CSF 11000054	SOURCE: SCMS AUGUST 2009, ZONE 56.				

M.G.A. AZIMUTH
 "X" - "Y"
 SSM 154882 - PM 44708
 299°15'26" - 969.881 (BY ME)
 299°15'26" - 969.890 (MGA GRD)

SURVEYOR: SANDRA HARE HOFFMANN
 Date of Survey: 26/8/2009
 Surveyor's Ref: S-3447-2-STANS

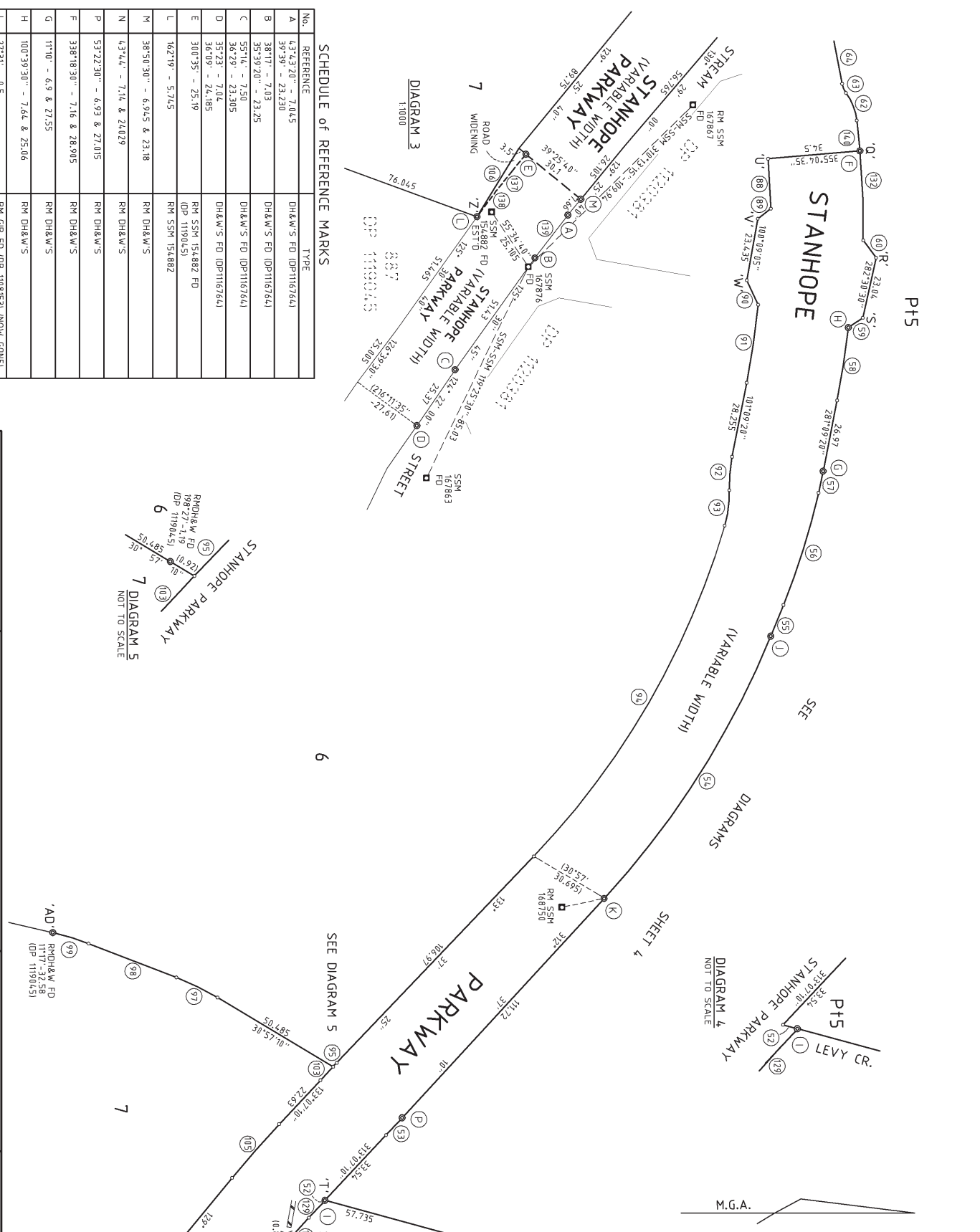
PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
 LOT 3123 IN DP 1120256 &
 LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No: 12336
 Lengths are in metres. Reduction Ratio: 1:4,000

Registered
 16.12.2009

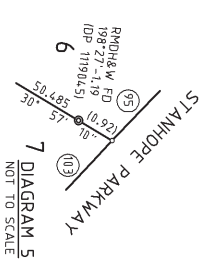
DP1144156

JOINS SHEET 3



SCHEDULE of REFERENCE MARKS

No.	REFERENCE	TYPE
A	43°43'20" - 7.045	DH&W'S FD (DP1167641)
B	38°17' - 7.03	DH&W'S FD (DP1167641)
C	35°39'20" - 23.25	DH&W'S FD (DP1167641)
D	55°14' - 7.50	DH&W'S FD (DP1167641)
E	36°29' - 23.305	DH&W'S FD (DP1167641)
F	300°35' - 25.19	RM SSM 154882 FD
G	162°19' - 5.745	RM SSM 154882
H	100°39'30" - 7.64 & 25.06	RM DH&W'S
I	37°31' - 0.5	RM GP FD (DP 1108153) RM GONE
J	307°52'40" - 27.28	RM SSM 167867 (DP 1120381) (ST ME)
K	16°39' - 7.675	RM DH&W'S
L	42°48' - 23.085	RM SSM 168750



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
52	15°35'57"	0.08	0.03	1013.5
53	312°52'10"	116.45	117.07	328
54	302°23'40"	12.645	12.645	263.5
55	292°10'10"	44.03	44.03	334
56	287°22'35"	8.325	8.325	334
57	281°52'10"	27.675	27.675	334
58	278°46'55"	6.54	6.54	334
59	325°54'55"	8.65	8.65	22
60	233°33'00"	11.215	11.215	8
62	248°31'50"	3.7	3.735	334
63	247°18'10"	21.39	21.39	303
64	258°50'40"	18.735	18.735	303
68	86°50'55"	6.23	6.23	299.5
69	142°22'40"	10.105	10.105	57
90	64°59'55"	29.53	29.53	4.3
91	86°19'50"	12.65	12.65	134.05
92	94°47'50"	13.35	13.35	144.505
93	97°22'05"	14.315	14.315	100.7
94	119°57'40"	1.995	1.995	17.18
95	133°34'00"	17.155	17.155	100
97	206°01'50"	35.28	35.28	26.76
98	210°6'40"	13.965	13.965	6.87
99	17°06'20"	26.755	26.755	4.135
103	133°18'50"	30.015	30.015	13.66
105	131°16'50"	8.84	8.84	13.66
106	121°16'50"	33.535	33.535	323
129	133°08'00"	7.66	7.66	20.255
130	131°48'30"	11.455	11.455	296.4
132	307°55'30"	22.07	22.07	337.5
137	207°28'40"	20.25	20.25	323
138	309°25'40"	11.455	11.455	296.4
139	127°28'40"	11.455	11.455	337.5
140	264°06'10"			

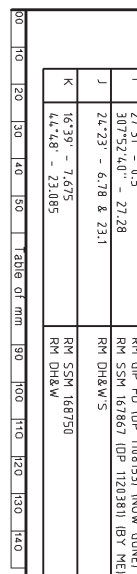
Surveyor: SANDRA MARIE HOFFMANN
 Date of Survey: 26/8/2009
 Surveyor's Ref: S-3447-2-STAN3

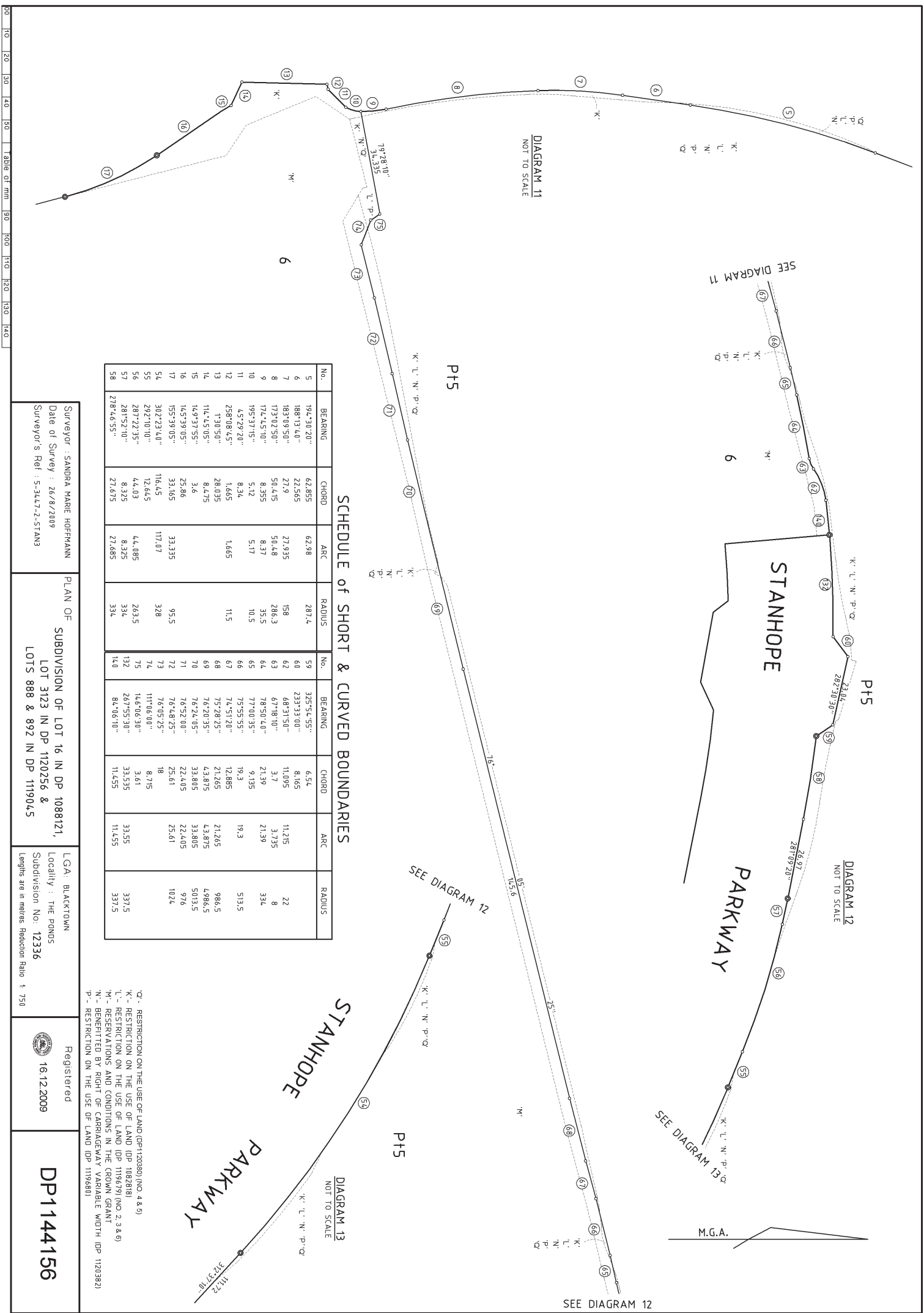
PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
 LOT 3123 IN DP 1120256 &
 LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No: 12336
 Lengths are in metres. Reduction Ratio: 1:1000

Registered
 16.12.2009

DP1144156





SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
5	194.30 20"	62.855	62.98	287.4	59	325.54 55"	6.54	8.715	21.265
6	188.13 4.0"	22.565	27.935	158	60	233.33 00"	8.165	11.215	1986.5
7	183.09 50"	27.9	50.415	286.3	62	68.31 50"	11.095	3.735	4.3875
8	173.02 50"	50.415	8.37	35.5	63	67.81 00"	3.7	21.39	33.805
9	171.45 10"	8.355	5.17	10.5	64	78.50 4.0"	21.39	22.405	5013.5
10	195.37 15"	5.12	1665	11.5	65	77.00 35"	9.135	25.61	976
11	4.52 29 20"	8.34	117.07	328	66	75.55 55"	19.3	1024	1024
12	258.08 4.5"	1.665	11.5	11.5	67	74.51 20"	12.885	21.265	1986.5
13	1.30 50"	28.035	33.335	95.5	68	75.28 25"	21.265	4.3875	4.3875
14	114.45 05"	8.475	33.165	32.86	69	76.20 35"	33.805	33.805	33.805
15	14.9 37 55"	3.6	25.86	25.86	70	76.24 05"	22.405	22.405	22.405
16	145.39 05"	25.86	33.335	95.5	71	76.52 00"	33.805	33.805	33.805
17	155.39 05"	33.165	117.07	328	72	76.48 25"	25.61	25.61	25.61
18	14.9 37 55"	3.6	117.07	328	73	76.05 25"	18	18	18
19	307.23 4.0"	116.45	12.645	263.5	74	111.06 00"	8.715	8.715	8.715
20	292.10 10"	12.645	4.4085	263.5	75	116.61 30"	3.61	33.55	337.5
21	287.22 35"	4.403	8.325	334	76	267.55 30"	33.55	11.455	337.5
22	287.52 10"	8.325	27.685	334	77	84.06 10"	11.455	11.455	11.455
23	278.46 55"	27.675			78				

SURVEYOR : SANDRA MARIE HOFFMANN
 Date of Survey : 26/8/2009
 Surveyor's Ref : S-3447-2-STAN3

PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
 LOT 3123 IN DP 1120256 &
 LOTS 888 & 892 IN DP 119045

LGA: BLACKTOWN
 Locality : THE PONDS
 Subdivision No: 12336
 Lengths are in metres Reduction Ratio 1:750

Registered
 16.12.2009

DP1144156

Q - RESTRICTION ON THE USE OF LAND (DP1120380) (NO. 4 & 5)
 K - RESTRICTION ON THE USE OF LAND (DP 1082881)
 L - RESTRICTION ON THE USE OF LAND (DP 1196479) (NO. 2 & 6)
 M - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
 N - BENTHED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1120382)
 P - RESTRICTION ON THE USE OF LAND (DP 1196881)

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Restriction on the Use of Land
2. Restriction on the Use of Land
3. Restriction on the Use of Land

It is intended to dedicate the extension of Stanhope Parkway and the Road Widening to the Public as Public Road

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

~~Crown Lands NSW/Western Lands Office Approval~~

~~I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given~~

~~Signature:.....
Date:.....
File Number:.....
Office:.....~~

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein


P. Daw

* Authorised Person/~~General Manager~~/Accredited Certifier

Consent Authority: Blacktown City Council
 Date of Endorsement: 23rd November 2009
 Accreditation no: Not Applicable
 Subdivision Certificate no: 12336
 File no: DA-04-2457

* Delete whichever is inapplicable.

DP1144156 *

Registered:  16.12.2009 *
 Title System: TORRENS
 Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 16 IN D.P. 1088121,
 LOT 3123 IN D.P. 1120256 & LOTS 888 AND 892 IN
 D.P. 1119045**

LGA: Blacktown
 Locality: The Ponds
 Parish: Gidley
 County: Cumberland

Surveying Regulation, 2006

I, Sandra Marie Hoffmann
 of Conics (Sydney) Pty Ltd
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 26/8/2009

The survey relates Stanhope Parkway and the boundaries denoted AA-AB-AC and AB-Q-U-AD.

Sandra Marie Hoffmann

Signature Dated: 29/9/09
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: X - Y (MGA)
 Type: Urban

Plans used in the preparation of survey/compilation

DP1088121	DP1120380
DP1119045	DP818153
DP1120256	
DP1116764	
DP1108153	
DP1120381	
DP1119679	
DP1120378	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 5/34472/STAN3

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 16 IN D.P. 1088121,
LOT 3123 IN D.P. 1120256 & LOTS 888 AND 892 IN
D.P. 1119045

DP1144156

*

Registered:



16.12.2009

*

Subdivision Certificate No: 12336

Date of Endorsement: 23rd November 2009

SIGNED BY ME *CARMEN LORRAINE OSBORNE*
AS A DELEGATE OF LANDCOM AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE OF REVOCATION
OF SUCH DELEGATION.

(Signature) *C Osborne*

* OFFICE USE ONLY



DIAGRAM 1
SCALE 1:1000

DIAGRAM 2
SCALE 1:2000

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
45	49°22'55"	18.74	18.875	45.5
46	12°55'50"	12.89	13.29	15.5
47	340°25'30"	12.57	12.61	45.5
48	332°52'00"	5.715	5.715	430.6
49	141°08'05"	19.095	19.24	45.5
50	100°17'45"	3.845	4.01	4
51	61°00'10"	16.685	16.78	45.5
52	60°37'	15.485	15.49	200
53	163°34'55"	61.74	62.765	100
54	342°08'00"	46.91	46.935	430
55	317°07'50"	18.725	18.88	45.5
56	285°43'50"	3.94	4.125	4
57	267°39'40"	13.52	13.57	45.5
66	356°50'	263.275	267.57	430
69	261°155'	117.695	119.9	180
70	283°06'20"	13.225	13.23	180

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61(2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 164461	306.789.595	6.268.336.737	56	C	3
S.S.M. 164462	306.302.533	6.268.472.657	56	C	3
S.S.M. 164487	306.268.569	6.268.216.566	56	C	3
S.S.M. 164855	305.993.881	6.268.170.385	56	C	3
S.S.M. 164871	306.079.712	6.268.185.388	56	C	3
S.S.M. 164872	305.915.190	6.268.188.819	56	C	3
S.S.M. 164882	306.155.153	6.268.195.900	56	C	3

COMBINED SCALE FACTOR: 1.000054
 SOURCE: S.C.I.M.S. DATED 25 MAY 2010

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
LL	251°34'25"	4.37 & 15.25	D.H. & W.S.
NM	33°23'50"	5 & 21.225	D.H. & W.S.
NN	347°33'30"	6.865 & 19.755	D.H. & W.S.
OO	251°06'40"	3.375	D.H. & W.S.
PP	256°02'15"	1.4.325	D.H. & W.S.
DD	261°35'25"	8.075	D.H. & W.
RR	185°24'55"	20.685	G.I.P.
SS	221°53'45"	13.4	G.I.P.
TT	208°35'45"	4.595 & 16.08	D.H. & W.S. ED (D.P. 1119629)

AA - RESTRICTION ON THE USE OF LAND (D.P. 1120380) (NO. 4 & 5)
 BB - RESTRICTION ON THE USE OF LAND (D.P. 1082818)
 CC - RESTRICTION ON THE USE OF LAND (D.P. 1119679) (NO. 2, 3 & 6)
 DD - RESTRICTION ON THE USE OF LAND (D.P. 1120382)
 EE - RESTRICTION ON THE USE OF LAND (D.P. 1119680)
 (M) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT

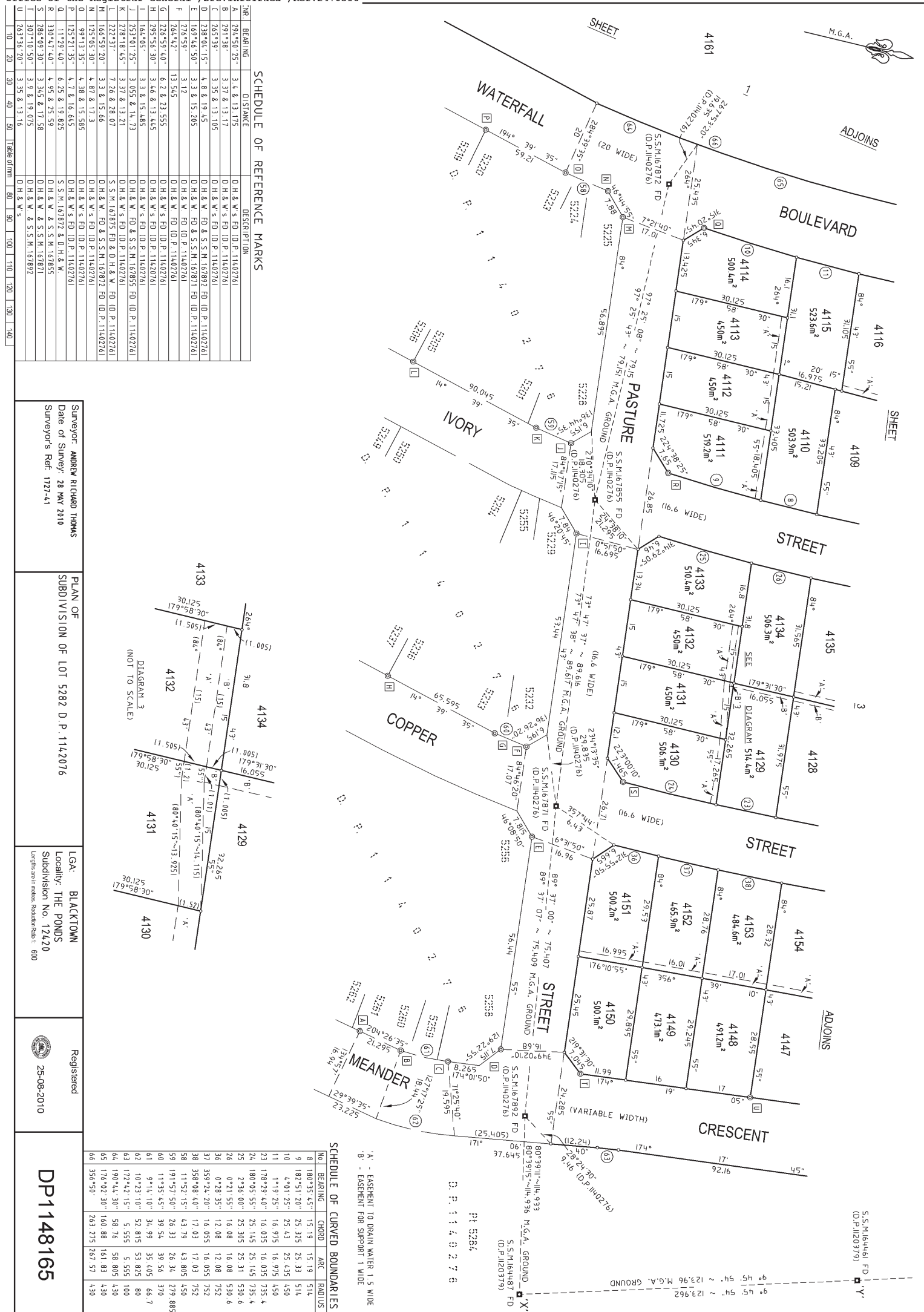
Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 28 MAY 2010
 Surveyor's Ref: 1727-41

PLAN OF SUBDIVISION OF LOT 5282 D.P. 1140276

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12420
 Lengths are in metres. Roundness: 1:3500

Registered
 25-08-2010

DP1148165



SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
A	294.50.25	3.4 & 13.175	D.H. & W.S. FD (D.P. 1140276)
B	291.78	3.37 & 13.17	D.H. & W.S. FD (D.P. 1140276)
C	265.38	3.35 & 13.105	D.H. & W.S. FD (D.P. 1140276)
D	238.04.15	4.8 & 19.45	D.H. & W.S. FD & S.S.M. 167882 FD (D.P. 1140276)
E	169.64.50	3.3 & 15.305	D.H. & W.S. FD & S.S.M. 167871 FD (D.P. 1140276)
F	274.55	3.12	D.H. & W.S. FD (D.P. 1140276)
G	264.42	13.545	D.H. & W.S. FD (D.P. 1140276)
H	226.59.40	6.2 & 23.555	D.H. & W.S. FD (D.P. 1140276)
I	225.56.30	3.4 & 13.445	D.H. & W.S. FD (D.P. 1140276)
J	164.05	3.3 & 15.485	D.H. & W.S. FD (D.P. 1140276)
K	278.18.45	3.37 & 13.21	D.H. & W.S. FD & S.S.M. 167855 FD (D.P. 1140276)
L	222.37	7.26 & 28.07	S.S.M. 167875 FD & D.H. & W.S. FD (D.P. 1140276)
M	168.59.20	3.3 & 15.66	D.H. & W.S. FD & S.S.M. 167872 FD (D.P. 1140276)
N	125.05.30	4.87 & 17.3	D.H. & W.S. FD (D.P. 1140276)
O	99.13.35	4.38 & 15.585	D.H. & W.S. FD (D.P. 1140276)
P	125.21.35	4.7 & 16.445	D.H. & W.S. FD (D.P. 1140276)
Q	117.29.40	6.25 & 19.825	S.S.M. 167872 & D.H. & W.S.
R	330.47.40	4.95 & 25.59	D.H. & W.S. & S.S.M. 167855
S	284.09.30	3.3 & 17.58	D.H. & W.S. & S.S.M. 167871
T	307.10.50	3.8 & 19.075	D.H. & W.S. & S.S.M. 167882
U	263.38.20	3.53 & 13.16	D.H. & W.S.

Surveyor: **ANDREW RICHARD THOMAS**
 Date of Survey: 28 May 2010
 Surveyor's Ref: 1727-41

PLAN OF
 SUBDIVISION OF LOT 5282 D.P. 1142076

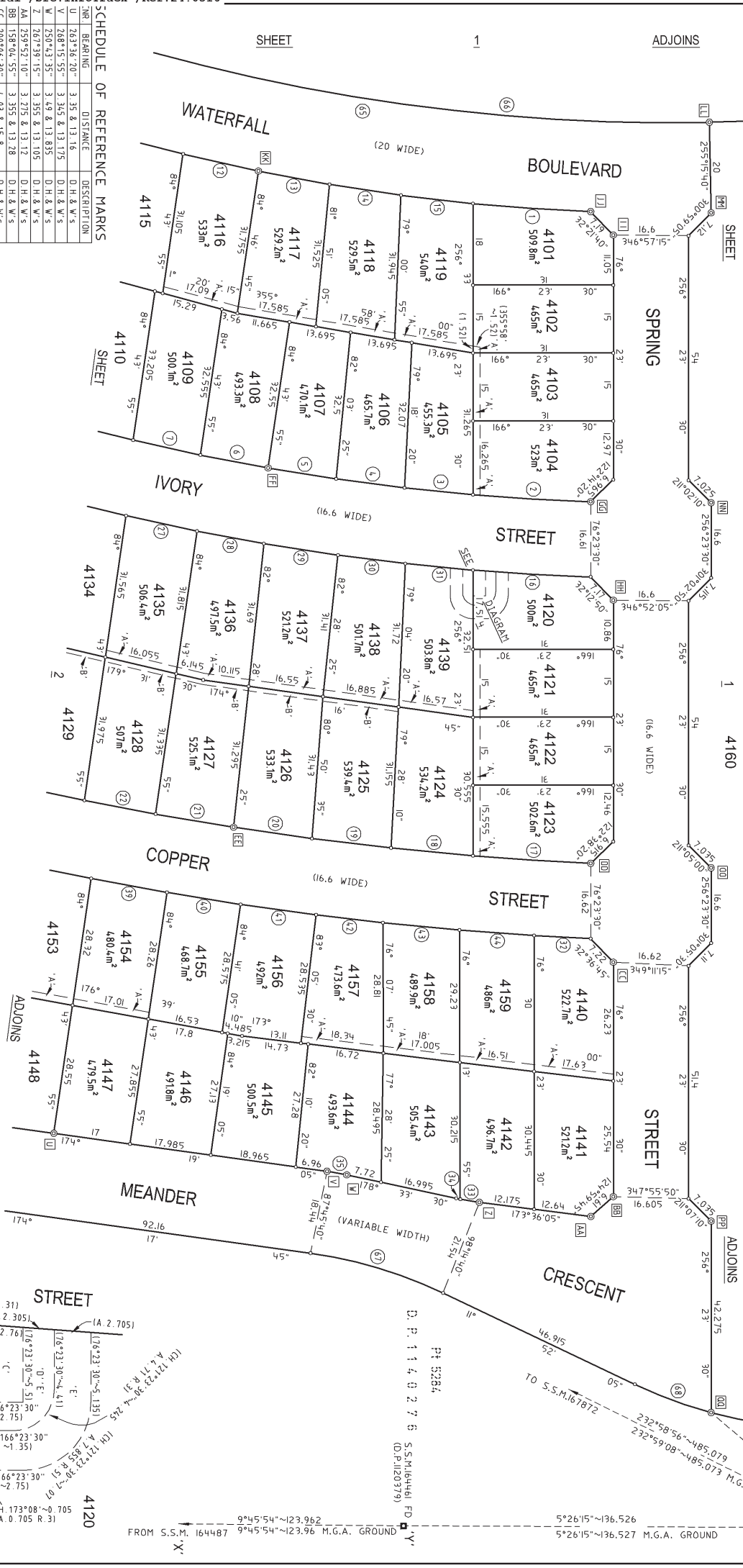
LG: **BLACKTOWN**
 Locality: **THE PONDS**
 Subdivision No. **12420**
 Lengths are in metres. Rounding: 0.00

Registered
 25-08-2010

DP148165

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS
1	350°16'25"	26.065	26.065	4.50	13	357°03'15"	15.98	15.985	4.50	21	175°56'25"	17.415	17.415	7.35	4	330°36'20"	16.515	16.515	752
2	168°49'05"	26.05	26.05	5.14	14	355°01'10"	15.98	15.985	4.50	22	177°14'45"	16.015	16.015	7.35	5	169°34'55"	61.74	62.765	100
3	172°07'05"	15.21	15.21	5.14	15	352°59'05"	15.98	15.985	4.50	27	358°37'55"	16.035	16.04	5.00	6	342°08'00"	46.91	46.935	430
4	173°48'50"	15.21	15.21	5.14	16	349°42'40"	28.045	28.05	5.00	28	356°58'10"	15	15	5.00	6	176°02'30"	160.88	161.83	430
5	175°30'35"	15.21	15.21	5.14	17	170°05'50"	28.06	28.06	7.35	4	353°32'50"	15	15	5.00	6	355°50"	263.275	267.57	430
6	177°12'20"	15.21	15.21	5.14	18	171°49'15"	18.17	18.17	7.35	4	353°32'50"	15	15	5.00	6	41°35'48'10"	16.795	16.795	752
7	178°54'15"	15.23	15.23	5.14	19	173°12'50"	17.62	17.62	7.35	4	351°55'40"	15	15	5.00	6	42°35'05'50"	14.85	14.85	752
12	359°09'25"	17.05	17.05	4.50	20	174°34'50"	17.45	17.45	7.35	4	349°30'00"	12.525	12.525	7.52	43	351°53'00"	17.01	17.01	752



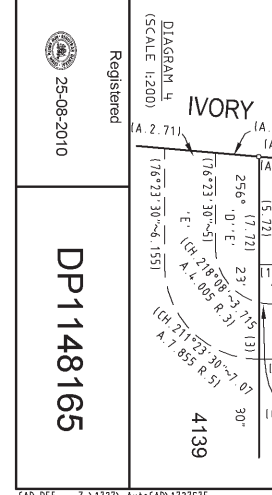
SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	DESCRIPTION
U	263°36'20"	3.35 & 13.16	D.H. & W.S.
V	268°15'55"	3.345 & 13.175	D.H. & W.S.
W	250°43'35"	3.49 & 13.835	D.H. & W.S.
X	267°28'15"	3.355 & 13.105	D.H. & W.S.
AA	359°57'10"	3.705 & 13.12	D.H. & W.S.
BB	158°04'55"	3.355 & 13.28	D.H. & W.S.
CC	200°06'30"	4.03 & 15.8	D.H. & W.S.
DD	257°46'45"	3.26 & 13.2	D.H. & W.S.
EE	240°06'20"	3.685 & 14.5	D.H. & W.S.
FF	269°04'30"	3.175 & 13.25	D.H. & W.S.
GG	252°59'05"	4.8 & 15.9	D.H. & W.S.
HH	200°47'55"	3.48 & 14.655	D.H. & W.S.
II	148°15'50"	4.57 & 16.15	D.H. & W.S.
JJ	64°32'45"	4.43 & 15.58	D.H. & W.S.
KK	84°13'40"	4.32 & 15.55	D.H. & W.S.
LL	251°34'25"	5.82 & 21.225	D.H. & W.S.
MM	332°33'50"	6.845 & 19.755	D.H. & W.S.
NN	347°31'30"	3.32	D.H. & W.S.
OO	270°27'05"	14.325	D.H. & W.S.
PP	256°02'15"	3.26 & 13.1	D.H. & W.S.
QQ	261°35'25"	8.075	D.H. & W.S.

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 28 MAY 2010
 Surveyor's Ref: 172741

PLAN OF SUBDIVISION OF LOT 5282 D. P. 1142076

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12420
 Lengths are in metres. Roundings to: 000



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

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. EASEMENT FOR SUPPORT 1 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-

1. WATERFALL BOULEVARD 20 WIDE
2. MEANDER CRESCENT VARIABLE WIDTH
3. IVORY STREET 16.6 WIDE
4. COPPER STREET 16.6 WIDE
5. SPRING STREET 16.6 WIDE

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

C. Osborne
 SIGNATURE
 If space is insufficient for signature, seals and statements use
 PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval
 I.....In approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given.
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate
 I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
 the proposed.....**SUBDIVISION**.....set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/~~General Manager~~/~~Accredited Certifier~~
 Consent Authority: BLACKTOWN CITY COUNCIL
 Date of Endorsement: 22nd June 2010
 Accreditation no: Not Applicable
 Subdivision Certificate no: 12420
 File no: DA-09-594

*Delete whichever is inapplicable.

Office Use Only

DP1148165

Office Use Only

Registered:  25-08-2010
 Title System: **TORRENS**
 Purpose: **SUBDIVISION**

PLAN OF
 SUBDIVISION OF LOT 5282 D.P.1140276

LGA: **BLACKTOWN**
 Locality: **THE PONDS**
 Parish: **GIDLEY**
 County: **CUMBERLAND**

Survey Certificate

I, ANDREW RICHARD THOMAS
 of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: 28 MAY 2010

The survey relates to LOTS 4101 TO 4160 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

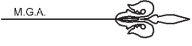
Signature: *Andrew R. Thomas* Dated: 28/5/10
 Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'
 Type: ~~Urban/Rural~~

Plans used in preparation of survey / ~~compilation~~
 D.P. 1140276

Surveyor's Reference: **1727-41**

CAD REF: Z:\1727\AutoCAD\17275A



SCHEDULE OF REFERENCE MARKS

CHR	BEARING	DISTANCE	DESCRIPTION
A	318.02.30"	17.075	S.S.M.175571 FD (DP1154695)
B	339.49"	7.52	D.H.&W. FD (DP1154423)
C	78.27.15"	4.25	GIP
D	200.58.05"	10.625	D.H.&W. S.
E	72.01.05"	3.325 & 13.065	D.H.&W. S.
F	24.31.05"	3.51 & 16.805	D.H.&W. S. S.M.176271
G	34.4.40"	6.92 & 23.125	D.H.&W. S. FD (DP1154695)
H	34.4.40"	6.735 & 24.07	D.H.&W. S. FD (DP1154695)
I	34.5.47"	6.73 & 24.18	D.H.&W. S. FD (DP1154695)
J	284.33.40"	26.59	GIP FD (DP11088121)
K	92.12.30"	6.45 & 15.39	D.H.&W. S. FD (DP11402261)
L	246.28.20"	7.4	D.H.&W. FD (DP11602261)
M	217.03.15"	15.965	D.H.&W. FD (DP11602261)

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61(1)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.167848	305 844.820	6 267 908 427	56	C	3
S.S.M.168150	305 036 868	6 267 704 285	56	C	3
S.S.M.168787	305 602 372	6 267 726 782	56	C	3
S.S.M.168789	305 523 798	6 267 706 679	56	C	3
S.S.M.168794	305 677 151	6 267 743 674	56	C	3
S.S.M.175671	305 329 515	6 267 688 680	56	C	3

COMBINED SCALE FACTOR: 1.000556
 SOURCE: S.C.I.M.S. DATED 23 FEBRUARY 2011

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 62

MARK	A.H.D.	HEIGHT	CLASS	ORDER
S.S.M.168789	43	995	LD	LA
S.S.M.168794	62	445	LD	LA

COMBINED SCALE FACTOR: 1.000556
 SOURCE: S.C.I.M.S. DATED 23 FEBRUARY 2011

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35(1)(b)

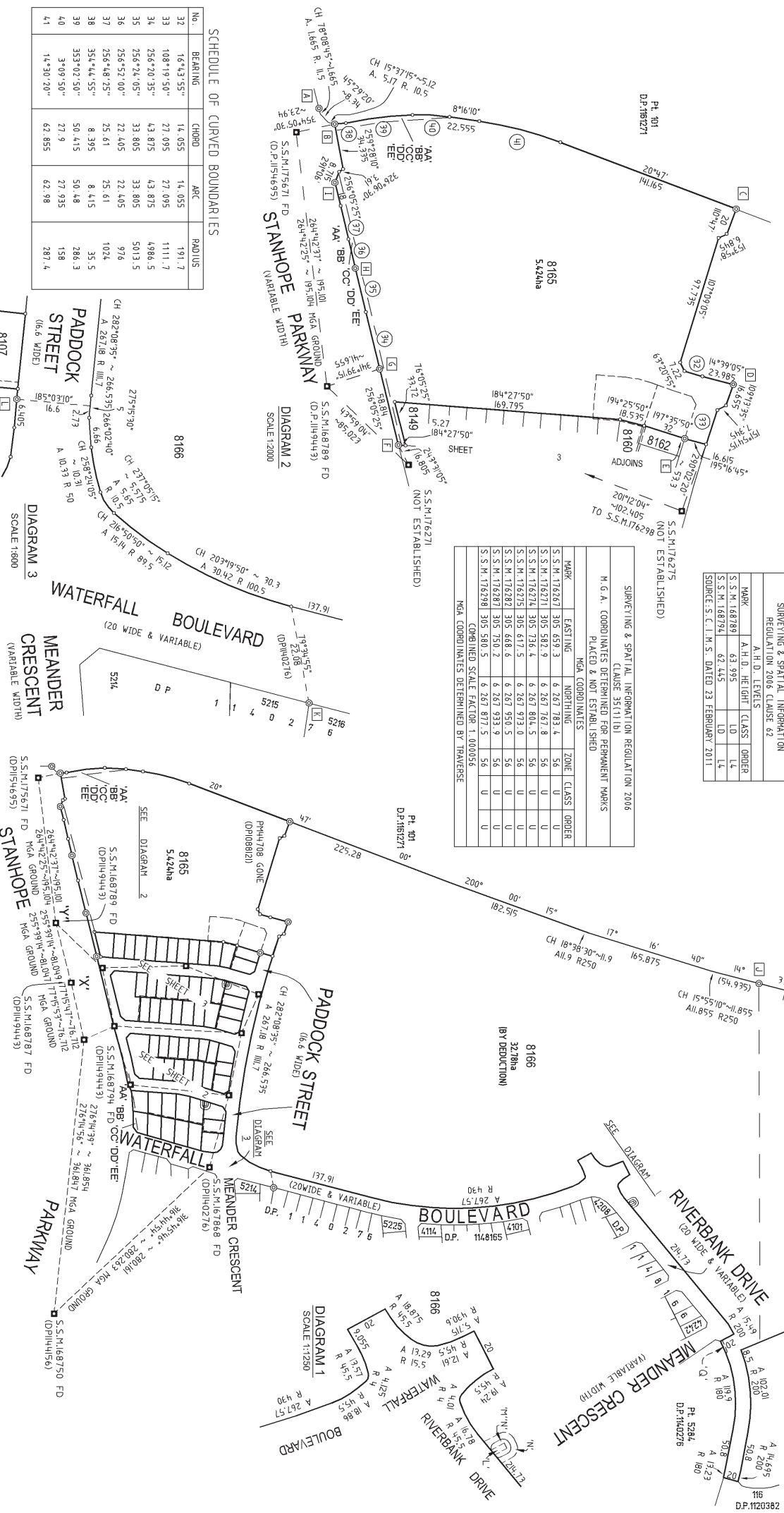
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.176267	305 659.3	6 267 783.4	56	U	U
S.S.M.176271	305 582.9	6 267 787.8	56	U	U
S.S.M.176274	305 736.4	6 267 804.5	56	U	U
S.S.M.176275	305 617.5	6 267 913.0	56	U	U
S.S.M.176281	305 668.6	6 267 950.5	56	U	U
S.S.M.176287	305 750.2	6 267 933.9	56	U	U
S.S.M.176298	305 580.5	6 267 872.5	56	U	U

COMBINED SCALE FACTOR: 1.000556
 MGA COORDINATES DETERMINED BY TRAVERSE

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
32	16.43.55"	14.055	14.055	191.7
33	108.19.50"	27.095	27.095	1111.7
34	256.20.35"	43.875	43.875	4986.5
35	256.24.05"	33.805	33.805	5013.5
36	256.52.00"	22.405	22.405	976
37	256.48.75"	25.61	25.61	1024
38	354.74.55"	8.395	8.415	35.5
39	353.02.50"	50.415	50.48	286.3
40	3.09.50"	27.9	158	27.935
41	14.30.20"	62.855	62.98	287.4



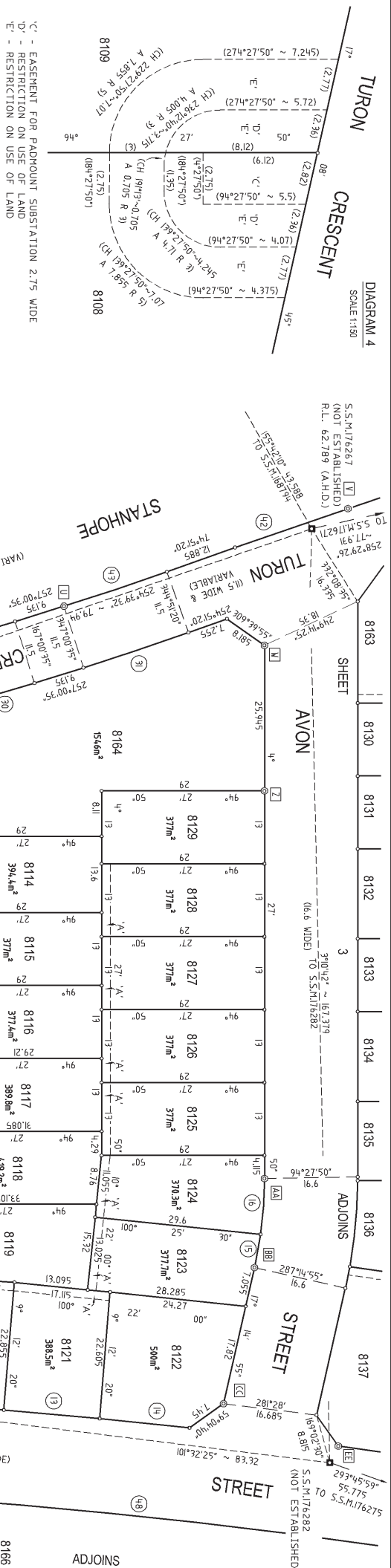
PLAN OF SUBDIVISION OF LOT 4161 D.P. 1148165

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 25th FEBRUARY 2011
 Surveyor's Ref: 1727481

LG: BLACKTOWN
 Locality: THE PONDS
 Subdivision No: 12560
 Lengths are in metres. Roundness: 1:3500

Registered
 3.5.2011

DP1152462

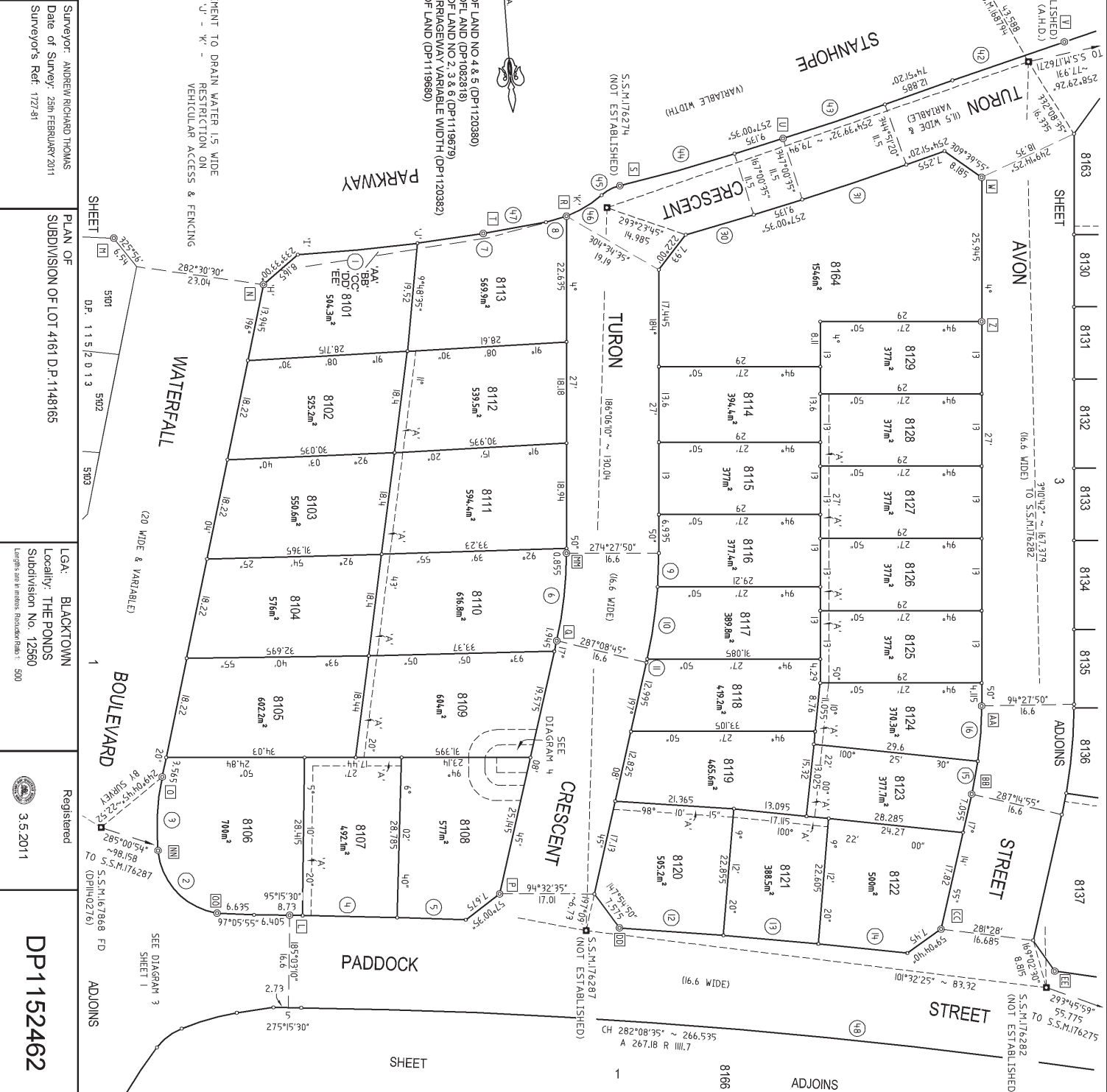


SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	268°55'15"	21.615	21.615	337.5
2	164°10'35"	15.475	16.685	12.5
3	187°46'25"	13.255	13.3	4.5
4	95°41'25"	17	17	1128.3
5	96°26'05"	12.33	12.33	1128.3
6	104°48'20"	15.84	15.84	71.7
7	265°09'00"	23.385	23.39	337.5
8	258°09'10"	3.82	3.825	22
9	186°26'00"	6.07	6.07	88.3
10	192°40'05"	13.135	13.135	88.3
11	197°02'25"	0.33	0.33	88.3
12	98°37'40"	18.735	18.735	1128.3
13	99°32'15"	17.11	17.11	1128.3
14	100°22'50"	16.075	16.075	1128.3
15	14°50'55"	6.005	6.005	71.7
16	8°27'15"	9.99	9.99	71.7
30	258°03'55"	12.74	12.74	345.5
31	255°55'55"	19.735	19.735	595
42	75°28'25"	21.265	21.265	986.5
43	75°55'55"	19.3	19.3	513.5
44	78°50'40"	21.39	21.39	334
45	67°18'10"	3.7	3.735	8
46	63°32'50"	7.335	7.335	22
47	84°06'10"	11.455	11.455	337.5
48	101°26'40"	239.615	240.08	1111.7

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
L	265°28'20"	7.4	O.H. & W. FD (DP11402761)
L	217°03'15"	15.965	O.H. & W. FD (DP11402761)
L	100°39'30"	7.64 & 25.06	O.H. & W. FD (DP11441561)
N	295°45'	20.7	O.H. & W. FD (DP11402761)
N	269°04'45"	22.52	S.S.M.167868
P	117°27'20"	3.4 & 16.87	O.H. & W. & S.S.M.176287
Q	100°39'10"	3.4 & 13.21	O.H. & W. & S.S.M.176287
R	148°41'50"	6.595 & 22.615	O.H. & W. & S.S.M.176287
S	348°04'	6.56	O.H. & W. FD (DP11564951)
S	347°30'40"	24.07	O.H. & W. FD (DP11564951)
T	338°18'30"	7.16 & 28.905	O.H. & W. & S.S.M.176287
U	339°54'	6.885	O.H. & W. FD (DP11564951)
V	342°25'	24.19	O.H. & W. FD (DP11564951)
V	345°34'20"	6.89 & 23.09	O.H. & W. & S.S.M.176287
W	94°35'25"	5.27 & 23.01	O.H. & W. & S.S.M.176287
Z	94°35'25"	3.4 & 13.205	O.H. & W. & S.S.M.176287
AA	93°57'25"	3.4 & 13.205	O.H. & W. & S.S.M.176287
BB	107°28'30"	3.395 & 13.215	O.H. & W. & S.S.M.176287
CC	100°13'25"	3.45 & 13.45	O.H. & W. & S.S.M.176287
DD	143°10'05"	4.625 & 18.55	O.H. & W. & S.S.M.176287
EE	157°36'25"	3.4 & 15.87	O.H. & W. & S.S.M.176287
HH	94°14'	3.4 & 13.245	O.H. & W. & S.S.M.176287
NN	231°01'40"	5.145 & 19.395	O.H. & W. & S.S.M.176287
OO	257°08'	6.7 & 19.9	O.H. & W. & S.S.M.176287



Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 25th FEBRUARY 2011
 Surveyor's Ref: 1727481

PLAN OF SUBDIVISION OF LOT 4161 D.P.1148165

LG.A: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12560
 Lengths are in metres. Roundings: 1:500

Registered
 3.5.2011

DP1152462

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

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. EASEMENT FOR SUPPORT 1 WIDE
- 3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 4. RESTRICTION ON USE OF LAND
- 5. RESTRICTION ON USE OF LAND
- 6. RESTRICTION ON USE OF LAND
- 7. RESTRICTION ON USE OF LAND
- 8. RESTRICTION ON USE OF LAND
- 9. RESTRICTION ON USE OF LAND
- 10. RESTRICTION ON USE OF LAND
- 11. RESTRICTION ON USE OF LAND
- 12. RESTRICTION ON USE OF LAND
- 13. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD :-

- 1. PADDOCK STREET 16.6 WIDE
- 2. TURON CRESCENT 11.5 WIDE, 16.6 WIDE & VARIABLE
- 3. AVON STREET 16.6 WIDE

If space is insufficient for signature, seals and statements use PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION.....set out herein
 (insert 'subdivision' or 'new road')

[Signature]
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL.....
 Date of Endorsement: 14th April 2011.....
 Accreditation no: Not Applicable.....
 Subdivision Certificate no: 12560.....
 File no: DA-09-3188.....

*Delete whichever is inapplicable.

Office Use Only

DP1152462

Office Use Only

Registered: 3.5.2011



Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 4161 D.P.1148165

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, ANDREW RICHARD THOMAS.....
 of CRAIG & RHODES PTY LTD.....

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: 25th FEBRUARY 2011.....

The survey relates to LOTS 8101 TO 8165 8166 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *[Signature]* Dated: 7/3/11.....
 Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'.....

Type: Urban / ~~Rural~~

Plans used in preparation of survey / compilation.

- D.P. 1144156
- D.P. 1148165
- D.P. 1152013
- D.P. 1154695

Surveyor's Reference: 1727-81

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 4161 D.P.1148165

Office Use Only

DP1152462

Office Use Only

Registered:



3.5.2011

Subdivision Certificate No.: 12560

Date of Endorsement: 14th April 2011

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

SIGNATURE

Surveyor's Reference: 1727-81

CAD REF: Z:\1727 - The Ponds\AutoCAD\1727S84 (00)

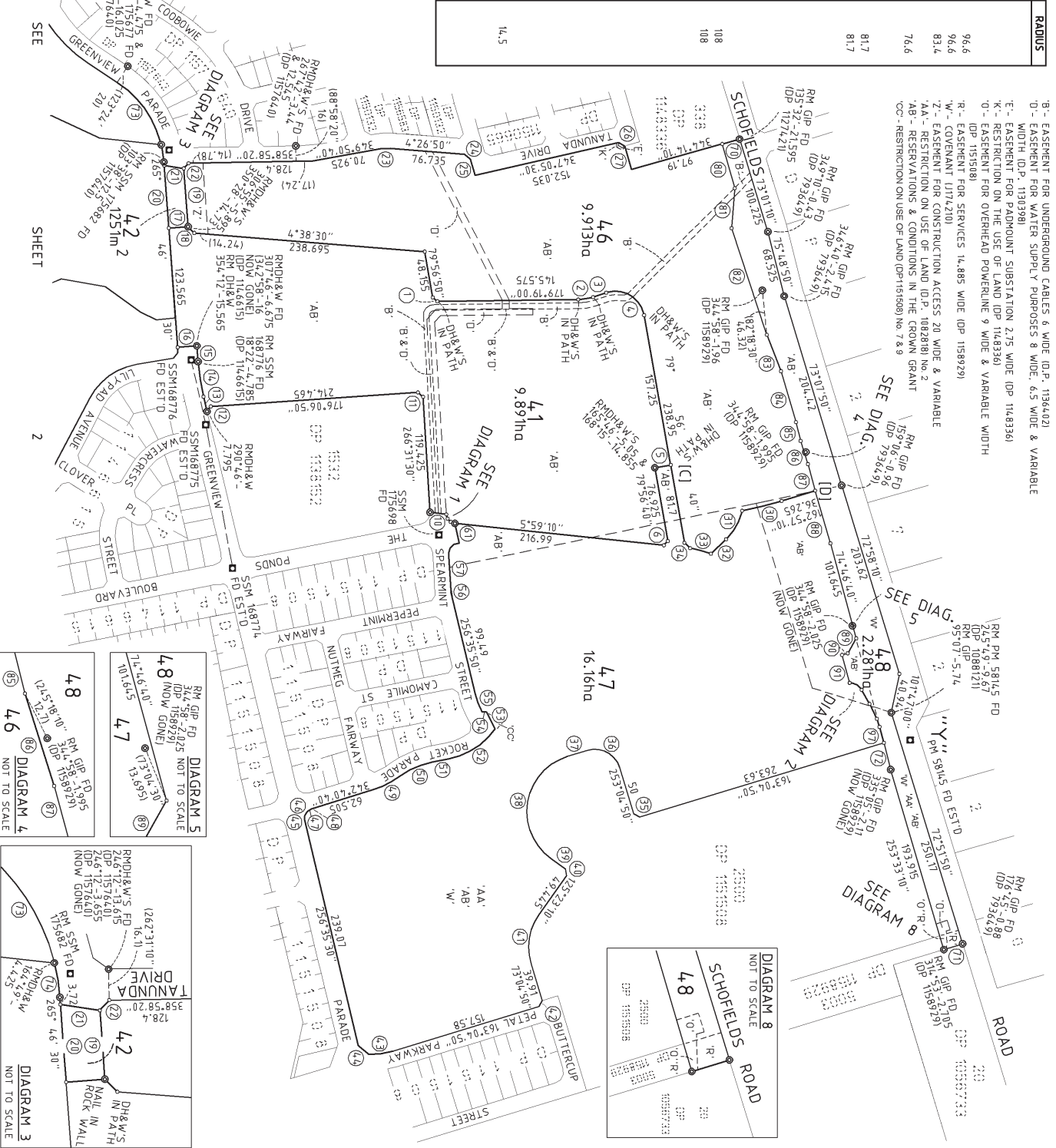
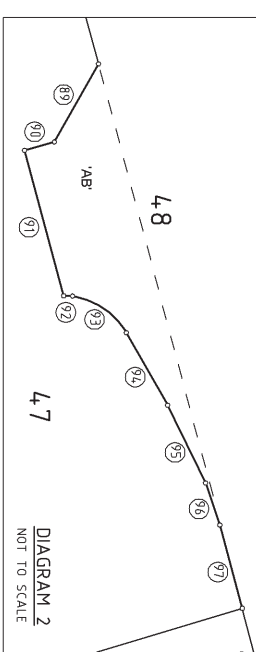
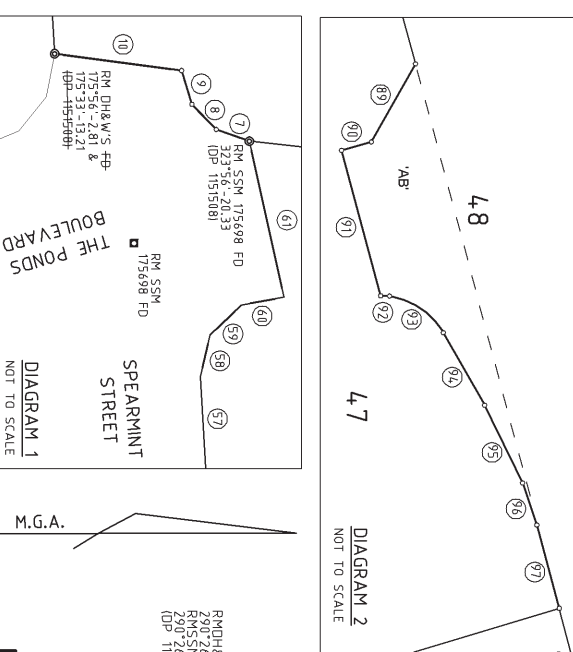
PLAN FROM 1/AL

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 1 of 3 sheets

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	39°28'00"	6.1	15.54	50	44	220°02'00"	14.325	18.085	14.5
2	350°24'50"	15.48	15.54	50	45	271°17'50"	5.075	18.085	14.5
3	161°30'30"	14.395	15.54	50	46	300°42'20"	5.075	18.085	14.5
4	301°43'30"	45.43	51.54	30	47	330°06'50"	5.075	18.085	14.5
5	169°56'40"	16.6	16.6	16.6	48	343°44'50"	3.605	18.085	14.5
6	132°58'00"	6.05	6.05	6.05	49	333°16'30"	3.1565	18.085	14.5
7	199°24'30"	4.645	4.645	4.645	50	336°20'10"	36.005	18.085	14.5
8	226°15'20"	4.645	4.645	4.645	51	348°48'10"	17.98	18.085	14.5
9	253°06'00"	4.645	4.645	4.645	52	327°19'10"	56.84	18.085	14.5
10	181°31'50"	16.91	16.91	16.91	53	243°19'10"	58.23	18.085	14.5
11	221°19'10"	7.005	7.005	7.005	54	178°46'30"	19.62	18.085	14.5
12	126°21'10"	6.46	6.46	6.46	55	249°24'20"	20.45	18.085	14.5
13	256°35'30"	15.625	15.625	15.625	56	261°33'40"	14.14	18.085	14.5
14	261°11'00"	36.82	36.82	36.82	57	266°31'30"	33.915	18.085	14.5
15	265°46'30"	16.245	16.245	16.245	58	283°06'00"	5.705	18.085	14.5
16	175°46'30"	20	20	20	59	316°57'20"	5.705	18.085	14.5
17	175°46'30"	20	20	20	60	349°24'30"	5.705	18.085	14.5
18	45°12'20"	9.115	9.115	9.115	61	257°33'10"	21.08	18.085	14.5
19	85°46'20"	60.335	60.335	60.335	62	163°19'00"	18.72	18.085	14.5
20	265°46'30"	64.855	64.855	64.855	71	163°19'00"	20.31	18.085	14.5
21	8°30'20"	20.505	20.505	20.505	72	255°47'50"	28.565	18.085	14.5
22	312°33'20"	7.19	7.19	7.19	73	54°48'50"	78.86	18.085	14.5
23	357°08'50"	10.165	10.165	10.165	74	81°00'00"	17.975	18.085	14.5
24	39°10'00"	8.22	8.22	8.22	80	74°07'00"	4.154	18.085	14.5
25	73°53'00"	17.325	17.325	17.325	81	94°38'10"	115.985	18.085	14.5
26	30°18'50"	7.285	7.285	7.285	82	71°42'20"	115.985	18.085	14.5
27	73°32'10"	25.285	25.285	25.285	83	68°40'50"	40.25	18.085	14.5
28	165°57'40"	4.205	4.205	4.205	84	73°35'40"	54.975	18.085	14.5
29	119°38'30"	33.78	34.24	60.4	85	75°58'00"	25.03	18.085	14.5
30	135°52'50"	21.585	22.395	100	86	72°32'00"	28.485	18.085	14.5
31	195°01'10"	8.05	8.05	8.05	87	74°49'10"	56.785	18.085	14.5
32	208°04'50"	7.07	7.07	7.07	88	73°51'30"	17.17	18.085	14.5
33	208°04'50"	31.62	41.785	26.6	89	18°28'40"	6.155	18.085	14.5
34	163°04'50"	21.33	133.005	59.6	90	164°13'40"	29.865	18.085	14.5
35	99°08'50"	107.075	133.005	59.6	91	74°58'20"	0.265	18.085	14.5
36	35°13'00"	18.165	53.225	58.3	92	1°39'00"	14.195	18.085	14.5
37	80°18'10"	7.06	7.06	7.06	93	30°57'30"	16.58	18.085	14.5
38	80°18'10"	7.06	7.06	7.06	94	60°19'20"	17.145	18.085	14.5
39	99°14'00"	51.395	53.225	58.3	95	71°15'30"	18.895	18.085	14.5
40	118°04'50"	25.225	25.225	25.225	96	71°15'30"	17.085	18.085	14.5
41	171°57'30"	81.7	81.7	81.7	97	74°58'10"	17.085	18.085	14.5
42	286°56'30"	64.855	64.855	64.855					



Surveyor: SANDRA MARIE HOFFMANN
Date of Survey: 27/04/2011
Surveyor's Ref: 5-34473-5-WC

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004, IN D.P. 1158929, LOT 8166 IN D.P. 1152462 AND LOT 2627 IN D.P. 1151508

L.G.A. BLACKTOWN
Locality: THE PONDS
Subdivision No: 12572
Lengths are in metres. Reduction Ratio 1:3000

Registered
16.6.2011

DP1164464

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	269°38'30"	2.24	66.62	200
2	260°06'00"	66.31	5.91	220
3	250°33'30"	5.695	5.695	220
4	10°08'30"	20	7.835	200
5	279°24'00"	20	7.835	200
6	8°16'40"	4.53	21.295	250
7	89°01'00"	4.53	21.295	250
8	85°53'20"	69.81	70.17	150
9	72°42'40"	75.77	76.6	150
10	48°01'50"	35.925	80.725	108
11	33°24'00"	78.86	63.935	108
12	54°48'50"	63.935	54.885	108
13	6°12'50"	54.885	8.295	108
14	25°02'00"	8.295	31.455	108
15	2°11'30"	31.455	4.9195	108
16	163°34'50"	29.445	65.435	108
17	2°40'30"	29.445	65.435	108
18	170°29'20"	53.195	29.36	108
19	172°08'10"	30.97	31.145	108
20	170°01'30"	31.145	18.945	108
21	178°01'20"	18.945	18.89	108
22	9°52'00"	18.89	32.335	108
23	168°09'20"	32.335	19.735	108
24	166°26'50"	19.735	9.225	108
25	168°37'50"	9.225	22.245	108
26	1°46'00"	22.245	19.84	108
27	170°42'50"	19.84	17.56	108
28	183°18'30"	17.56	4.5165	108
29	181°30'40"	4.5165	9.5340	108
30	156°04'10"	9.5340	36.04	108
31	169°03'00"	36.04	67.92	108
32	173°29'50"	67.92	33.27	108
33	26°33'40"	33.27	55.105	108
34	35°51'50"	55.105	80.96	108
35	9°53'40"	80.96	56.56	108
36	158°10'10"	56.56	52.335	108
37	25°08'40"	52.335	4.676	108
38	175°44'00"	4.676	26.195	108
39	15°44'00"	26.195	13.965	108
40	173°15'10"	13.965	4.8445	108
41	178°15'50"	4.8445	12.71	108
42	171°14'00"	12.71	53.805	108
43	171°30'00"	53.805	24.95	108
44	101°54'40"	24.95	10.09	108
45	197°29'50"	10.09	7.975	108
46	178°23'05"	7.975	17.995	108
47	159°16'25"	17.995	59.21	108
48	178°09'35"	59.21	45.98	108
49	228°03'55"	45.98	37.62	108
50	287°09'30"	37.62	8.275	108
51	281°38'40"	8.275	67.14	108
52	276°07'50"	67.14	34.64	108
53	276°07'50"	34.64	7.825	108
54	227°36'30"	7.825	36.16	108
55	85°46'30"	36.16	23.4	108

SM CONNECTIONS

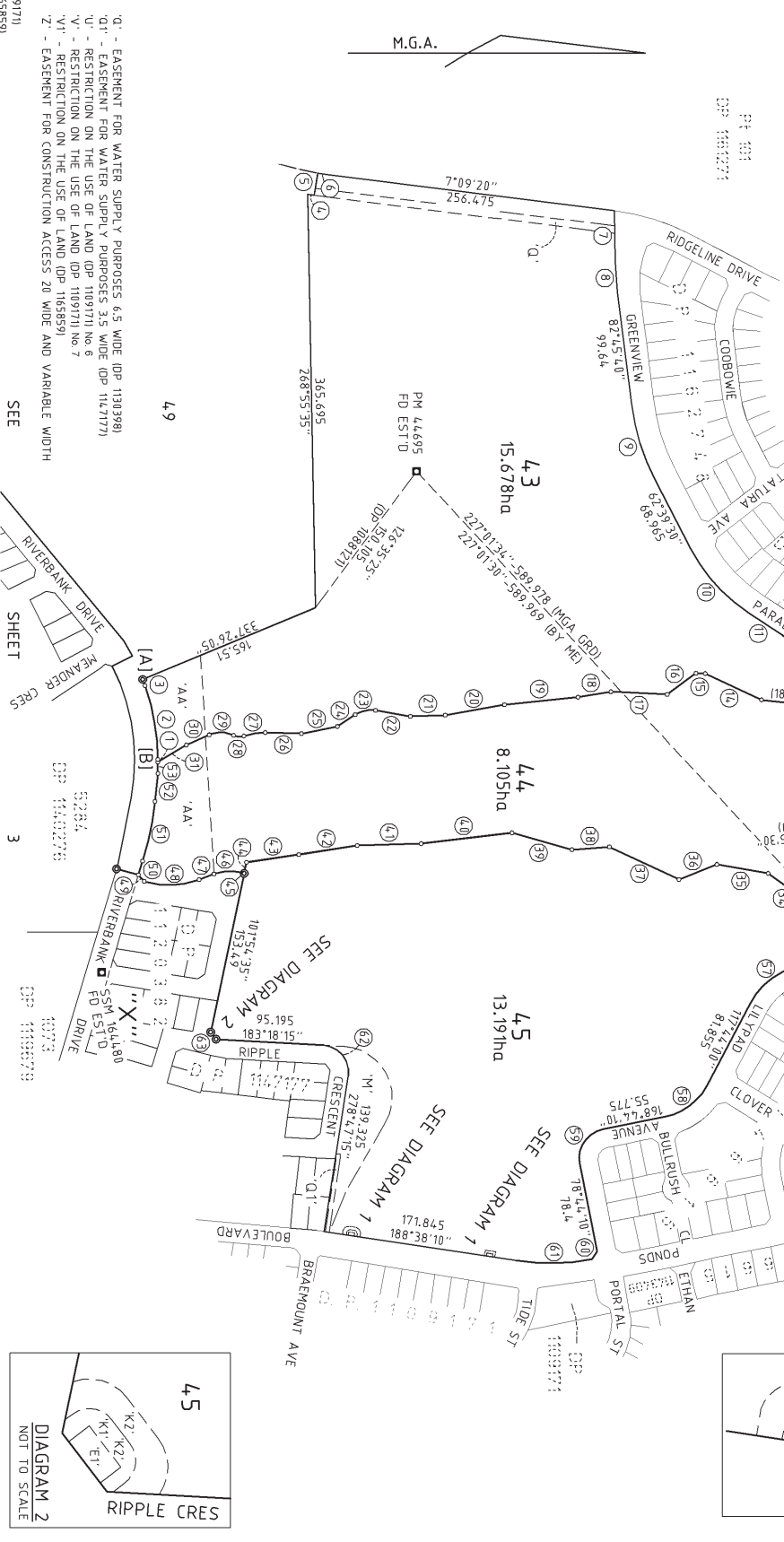
SM	MARK	MARK	MARK	MARK	MARK
SM 168776	82°41'40"	218°7'55"	82°41'40"	218°7'55"	82°41'40"
SM 168775	79°21'54"	68°08'51"	79°21'54"	68°08'51"	79°21'54"
SM 168774	79°21'16"	150°8'16"	79°21'16"	150°8'16"	79°21'16"
SM 168773	350°49'20"	215°8'8"	350°49'20"	215°8'8"	350°49'20"
SM 164480	178°20'45"	679°29'7"	178°20'45"	679°29'7"	178°20'45"
SM 164480	301°34'25"	529°20'1"	301°34'25"	529°20'1"	301°34'25"
SM 167888	262°46'33"	352°27'50"	262°46'33"	352°27'50"	262°46'33"

SCHEDULE OF PERMANENT MARKS.

MARK CLASS ORDER ORIGIN

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN
PM 44695	305900.392	626828.853	B	2	SCMS
PM 58145	306705.156	626975.601	B	2	SCMS
SM 164480	306351.705	626871.491	C	3	SCMS
SM 167885	305938.124	626847.892	C	3	SCMS
SM 167888	306001.656	626852.122	C	3	SCMS
SM 168772	306512.252	626829.340	C	4	SCMS
SM 168775	306597.000	626828.607	C	4	SCMS
SM 168776	306321.081	626925.040	C	4	SCMS

CSF 1.000053 SOURCE: SCMS MAY 2011 ZONE 56.



SM CONNECTIONS

MGA AZIMUTH

"X" - "Y"

SM 164480 - PM58145

14°07'45" - 144°7'852" MGA GRID

-144°7'831" (SURVEY)

SCHEDULE OF PERMANENT MARKS.

MARK CLASS ORDER ORIGIN

PM 44695 305900.392 626828.853 B 2 SCMS

PM 58145 306705.156 626975.601 B 2 SCMS

SM 164480 306351.705 626871.491 C 3 SCMS

SM 167885 305938.124 626847.892 C 3 SCMS

SM 167888 306001.656 626852.122 C 3 SCMS

SM 168772 306512.252 626829.340 C 4 SCMS

SM 168775 306597.000 626828.607 C 4 SCMS

SM 168776 306321.081 626925.040 C 4 SCMS

CSF 1.000053 SOURCE: SCMS MAY 2011 ZONE 56.

SCHEDULE OF PERMANENT MARKS.

MARK CLASS ORDER ORIGIN

PM 44695 305900.392 626828.853 B 2 SCMS

PM 58145 306705.156 626975.601 B 2 SCMS

SM 164480 306351.705 626871.491 C 3 SCMS

SM 167885 305938.124 626847.892 C 3 SCMS

SM 167888 306001.656 626852.122 C 3 SCMS

SM 168772 306512.252 626829.340 C 4 SCMS

SM 168775 306597.000 626828.607 C 4 SCMS

SM 168776 306321.081 626925.040 C 4 SCMS

CSF 1.000053 SOURCE: SCMS MAY 2011 ZONE 56.

SEE

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004, IN D.P. 1158929, LOT 8166 IN D.P. 1152462 AND LOT 2627 IN D.P. 1151508

L.G.A. BARTTOWN

Locality: THE PONDS

Subdivision No: 12572

Lengths are in metres. Reduction Ratio 1:3000

Registered

16.6.2011

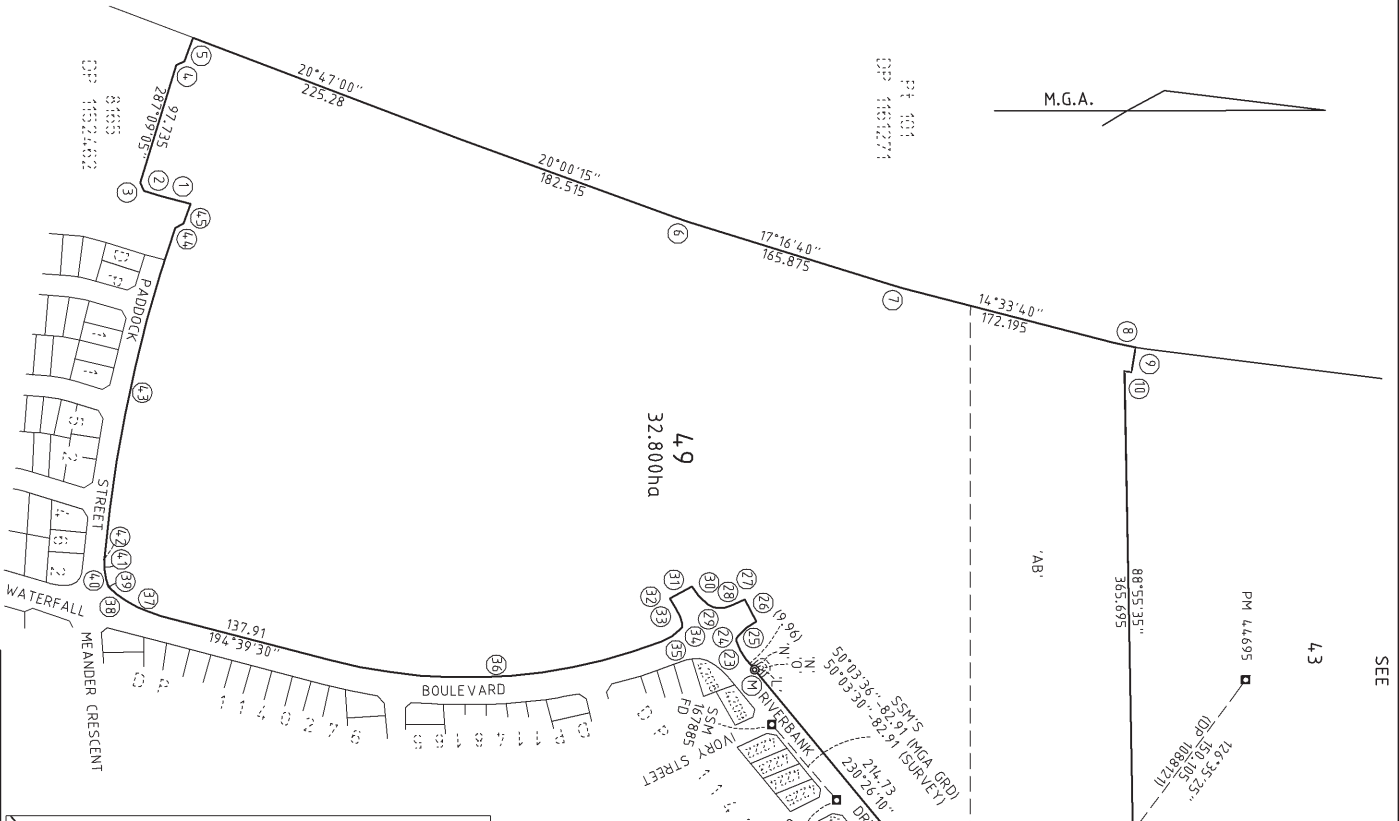
DP1164464

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

PLAN FROM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE SHEET 2



L. - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE DP 114.8166
 N. - RESTRICTION ON USE OF LAND VIDE DP 114.8166 No.4
 O. - RESTRICTION ON USE OF LAND VIDE DP 114.8166 No.3
 S. - EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE DP 114.8166
 AB - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	194°39'05"	23.985	14.055	191.7	29	192°55'50"	12.89	13.29	15.5
2	196°43'55"	14.055	7.222	191.7	30	229°22'55"	18.174	18.875	45.5
3	243°20'55"	7.222	6.885	191.7	31	151°16'00"	20		
4	333°58'00"	6.885	11.9	250	32	60°11'35"	9.055		
5	290°47'00"	20	11.855	250	33	67°39'40"	13.52		
6	18°38'20"	20	11.855	250	34	105°43'50"	4.125		
7	15°55'10"	18.01	18.015	200	35	147°07'50"	18.725		
8	11°58'50"	20	18.015	200	36	176°50'00"	263.275		
9	99°24'00"	20	5.7	220	37	203°19'50"	30.3		
10	190°08'30"	5.7	5.7	220	38	216°50'50"	15.12		
11	70°33'30"	5.91	66.62	200	39	237°05'15"	5.575		
12	80°06'00"	66.31	66.62	200	40	258°24'05"	5.45		
13	89°38'30"	12.33	24.95	4.1	41	266°02'40"	10.33		
14	96°07'50"	24.95	53.885	280	42	275°15'30"	5		
15	101°38'40"	53.885	280	43	282°08'35"	266.535	267.18		
16	107°09'30"	12.74	13.23	180	44	331°54'15"	7.345		
17	195°12'30"	20	13.23	180	45	289°13'35"	16.655		
18	283°06'20"	50.8	50.8	4.7	46	105°56'40"	4.61		
19	281°00'00"	50.8	119.86	180	47	193°49'10"	6.665		
20	261°55'20"	117.66	119.86	180	48	280°25'00"	64.2		
21	332°50'05"	20	15.485	200	49	327°52'15"	7.525		
22	240°37'00"	15.485	16.78	4.5	50	55°29'15"	6.895		
23	241°00'10"	16.685	4.01	5.2	51	52°26'25"	7.825		
24	280°17'45"	3.845	19.24	4.5	52	197°29'50"	0.64		
25	321°08'05"	19.095	19.24	4.5	53	178°23'05"	26.395		
26	243°14'50"	5.715	5.715	4.304	54	159°18'25"	13.965		
27	152°52'00"	5.715	12.61	4.5	55	178°09'35"	48.555		
28	160°25'30"	12.61	4.5	56	228°03'55"	7.775			

Surveyor: SANDRA MARIE HOFFMANN
 Date of Survey: 27/04/2011
 Surveyor's Ref: 5-34473-5WC

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004, IN D.P. 1158929, LOT 8166 IN D.P. 1152462 AND LOT 2627 IN D.P. 1151508

L.G.A. BAKATOWN
 Locality: THE PONDS
 Subdivision No: 12572
 Lengths are in metres. Reduction Ratio 1:3000

Registered
 16.6.2011

DIAGRAM
 SCALE 1:1500

DP1164464

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DP1164464

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

- 1. Restriction on the Use of Land
2. Right of Footway Variable Width
3. Easement for Repairs Variable Width
4. Easement for Drainage of Water Variable Width
5. Easement for Construction Access 20 Wide and Variable Width (Z)
6. Restriction on the Use of Land

Office Use Only

Registered: 16.6.2011
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004 IN D.P.1158929, LOT 8166 IN D.P.1152462 AND LOT 2627 IN D.P.1151508

LGA: BLACKTOWN
Locality: THE PONDS
Parish: GIDLEY
County: CUMBERLAND

Survey Certificate

I, Sandra Marie Hoffmann
of RPS Australia East Pty Ltd
a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 27/04/2011

The survey relates to Lots 41, 42, 44, 48, [A]-[B] and [C]-[D] and connections.

Signature [Signature] Dated: 09/05/2011
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: "X"- "Y" (MGA)
Type: Urban/Rural

Plans used in the preparation of survey/compilation

Table with 3 columns of DP numbers: DP 1152462, DP 1130398, DP 1138152, DP 1136402, DP 793649, DP 1157640, DP 1146615, DP 1127421, DP 1148166, DP 1082818, DP 1148336, DP 1147177, DP 1109171, DP 1088121, DP 1120382, DP 1119679, DP 1158929, DP 1151508

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 5-3447-3-SWC

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, [Signature] in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein

(insert 'subdivision' or 'new road')

[Signature]

* Authorised Person / * General Manager / * Accredited Certifier

Consent Authority: Blacktown City Council
Date of Endorsement: 16 May 2011
Accreditation no: N/A
Subdivision Certificate no: 12572
File no: DA-10-2813

* Strike through inapplicable parts.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004 IN D.P.1158929, LOT 8166 IN D.P.1152462 AND LOT 2627 IN D.P.1151508

Office Use Only

DP1164464

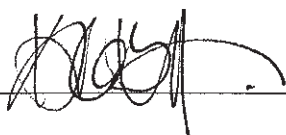
Office Use Only

Registered:  16.6.2011

Subdivision Certificate No.: 12572

Date of Endorsement: 16 May 2011

SIGNED BY ME *KERRY ROBINSON*
AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY
THAT I HAVE NO NOTICE OF REVOCATION OF SUCH
DELEGATION.

(Signature) 

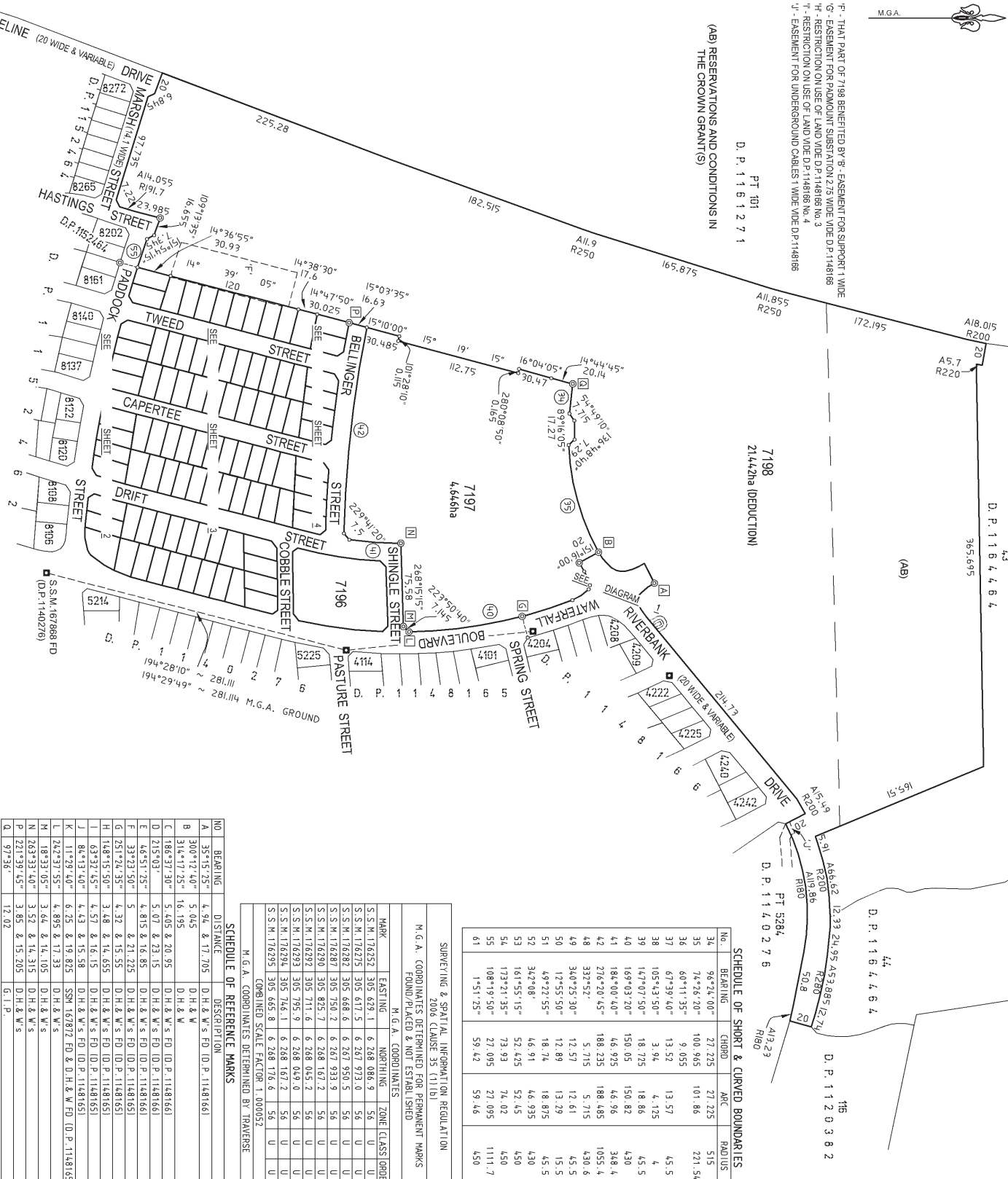

WITNESS

PAUL NEVILLE
CI- LANDCOM
21330 CHURCH ST
PARRAMATTA NSW 2150



F. - THAT PART OF 7198 BENEFITED BY 'B' - EASEMENT FOR SUPPORT, WIDE
 G. - EASEMENT FOR PADIAMOUNT SUBSTATION 2.75 WIDE WIDE D.P.1148166
 H. - RESTRICTION ON USE OF LAND WIDE D.P.1148166 No. 3
 I. - RESTRICTION ON USE OF LAND WIDE D.P.1148166 No. 4
 J. - EASEMENT FOR UNDERGROUND CABLES 1 WIDE WIDE D.P.1148166

(AB) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 D. P. 1 1 6 1 2 7 1
 PT 101



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
34	96°24'00"	27.225	27.225	515
35	74°26'20"	100.965	101.86	221.54
36	60°11'35"	9.055	13.57	45.5
37	67°39'40"	13.52	4.125	4
38	105°43'50"	3.94	4.125	45.5
39	147°07'50"	18.725	18.86	45.5
40	169°03'20"	150.05	150.82	430
41	184°00'40"	46.925	46.96	348.4
42	276°20'45"	188.235	188.485	1055.4
43	332°52'	5.715	430.6	430.6
44	340°25'30"	12.57	12.61	45.5
45	12°55'50"	13.89	13.29	15.5
46	49°22'55"	18.74	18.875	45.5
47	342°08'	46.91	46.935	430
48	161°55'15"	52.425	52.45	450
49	173°21'35"	73.93	74.02	450
50	108°19'50"	27.095	27.095	1111.7
51	1°51'25"	59.42	59.46	450

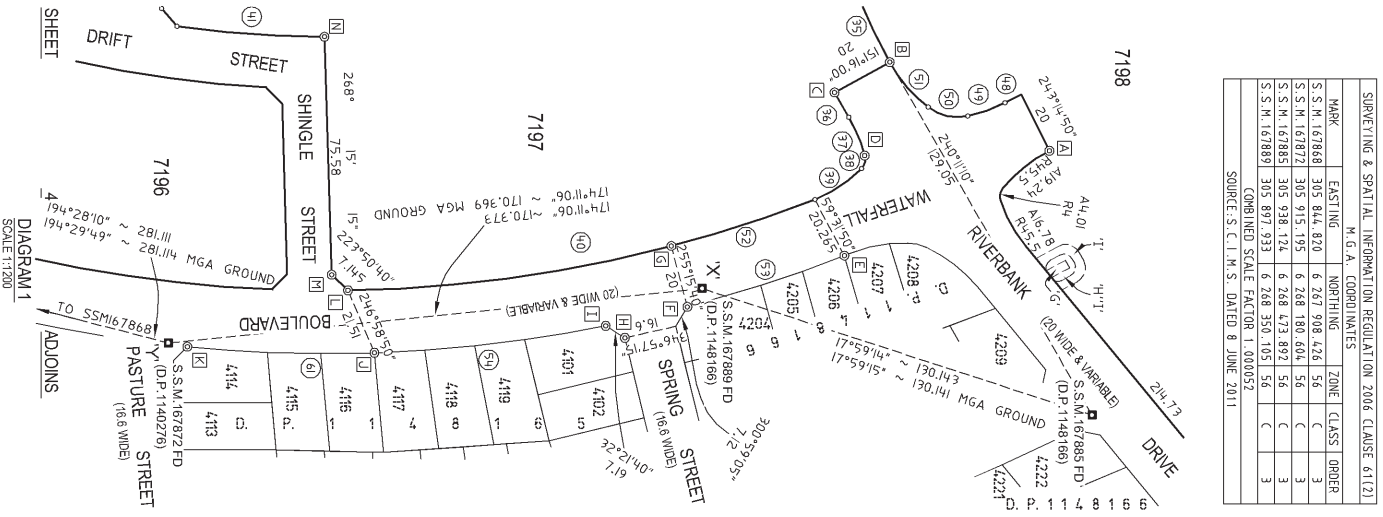
SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
A	35°15'25"	4.96 & 17.705	D.H. & W.S. FD (D.P. 1148166)
B	30°0'12'40"	5.045	D.H. & W
C	314°17'25"	16.195	D.H. & W
D	186°37'30"	5.07 & 23.15	D.H. & W.S. FD (D.P. 1148166)
E	146°51'25"	4.815 & 16.85	D.H. & W.S. FD (D.P. 1148166)
F	337°23'50"	5 & 21.225	D.H. & W.S. FD (D.P. 1148166)
G	251°24'35"	4.32 & 15.55	D.H. & W.S. FD (D.P. 1148166)
H	148°15'50"	4.48 & 14.655	D.H. & W.S. FD (D.P. 1148166)
I	63°33'45"	4.57 & 14.15	D.H. & W.S. FD (D.P. 1148166)
J	84°13'40"	4.43 & 15.58	D.H. & W.S. FD (D.P. 1148166)
K	11°29'40"	6.23 & 19.825	SSM (67012) FD & D.H. & W. FD (D.P. 1148166)
L	242°31'55"	4.895 & 17.33	D.H. & W.S
M	183°31'05"	3.64 & 14.105	D.H. & W.S
N	263°31'40"	3.52 & 14.315	D.H. & W.S
P	221°39'45"	3.85 & 15.205	D.H. & W.S
Q	97°36'	12.02	G.I.P.

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35 (1) (B)

M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND/PLACED & NOT ESTABLISHED

MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M. 176252	305 629.1	6 268 008.9	56 U U
S.S.M. 176251	305 611.5	6 267 979.0	56 U U
S.S.M. 176282	305 668.6	6 267 950.5	56 U U
S.S.M. 176287	305 750.2	6 267 933.9	56 U U
S.S.M. 176290	305 825.7	6 268 167.2	56 U U
S.S.M. 176292	305 711.6	6 268 045.2	56 U U
S.S.M. 176293	305 795.9	6 268 049.0	56 U U
S.S.M. 176294	305 746.1	6 268 167.2	56 U U
S.S.M. 176295	305 665.8	6 268 176.6	56 U U



SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
A	35°15'25"	4.96 & 17.705	D.H. & W.S. FD (D.P. 1148166)
B	30°0'12'40"	5.045	D.H. & W
C	314°17'25"	16.195	D.H. & W
D	186°37'30"	5.07 & 23.15	D.H. & W.S. FD (D.P. 1148166)
E	146°51'25"	4.815 & 16.85	D.H. & W.S. FD (D.P. 1148166)
F	337°23'50"	5 & 21.225	D.H. & W.S. FD (D.P. 1148166)
G	251°24'35"	4.32 & 15.55	D.H. & W.S. FD (D.P. 1148166)
H	148°15'50"	4.48 & 14.655	D.H. & W.S. FD (D.P. 1148166)
I	63°33'45"	4.57 & 14.15	D.H. & W.S. FD (D.P. 1148166)
J	84°13'40"	4.43 & 15.58	D.H. & W.S. FD (D.P. 1148166)
K	11°29'40"	6.23 & 19.825	SSM (67012) FD & D.H. & W. FD (D.P. 1148166)
L	242°31'55"	4.895 & 17.33	D.H. & W.S
M	183°31'05"	3.64 & 14.105	D.H. & W.S
N	263°31'40"	3.52 & 14.315	D.H. & W.S
P	221°39'45"	3.85 & 15.205	D.H. & W.S
Q	97°36'	12.02	G.I.P.

A - EASEMENT TO DRAIN WATER 1.5 WIDE
 B - EASEMENT FOR SUPPORT 1 WIDE
 C - THAT PART OF LOT 7198 BENEFITED BY 'B' - EASEMENT FOR SUPPORT 1 WIDE
 K - EASEMENT TO DRAIN WATER 1 WIDE



SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
AM1	164.401.30°	4.55	D.H. & W.S.
AM2	189.231.71.45°	3.425	D.H. & W.S.
AM3	238.356.20°	4.905	D.H. & W.S.
AM4	269.531.20°	4.06	D.H. & W.S.
AM5	195.51.50°	7.115	D.H. & W.S.
AM6	28.01.25°	8.49	D.H. & W.S.
AM7	17.08.40°	7.495	D.H. & W.S.
AM8	24.928.20°	7.4	D.H. & W.S.
AM9	27.93.15°	15.965	D.H. & W.S.
AM10	13.0.05°	3.4	D.H. & W.S.
AM11	100.13.25°	3.45	D.H. & W.S.
AM12	157.236.25°	8.26	D.H. & W.S.
AM13	21.22.71°	8.26	D.H. & W.S.
AM14	113.4.20°	13.985	D.H. & W.S.
AM15	257.45.35°	4.85	D.H. & W.S.
AM16	200.58.05°	3.375	D.H. & W.S.
AM17	204.13.40°	3.32	D.H. & W.S.
AM18	136.06.40°	4.55	D.H. & W.S.
AM19	38.09°	4.25	D.H. & W.S.
AM20	202.90.45°	3.52	D.H. & W.S.

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	209.01.50°	10.415	10.42	100.5
2	216.50.50°	15.12	15.14	89.5
3	237.05.15°	5.575	5.64	10.5
4	258.24.05°	10.31	10.33	5.0
5	275.27.50°	14.465	14.445	11.117
6	276.17.50°	11.665	11.605	11.117
7	15.53.55°	3.335	3.335	7.6
8	195.146.20°	3.9	3.905	100.5
9	201.28.25°	16.095	16.095	100.5
10	195.53.55°	2.61	2.61	60
11	228.17.40°	12.44	12.44	111.7
12	228.24.15°	12	12	111.7
13	219.43.30°	14.345	14.345	111.7
14	278.59.05°	14.345	14.345	111.7
15	282.23.40°	12.015	12.015	111.7
16	284.23.35°	12	12	111.7
17	286.33.00°	12	12	111.7
18	108.16.50°	26.915	26.915	111.7
19	106.56.10°	26.015	26.015	111.7
20	103.32.05°	54.78	54.785	1128.3
21	99.28.15°	51.915	51.92	1128.3
22	96.00.10°	29.33	29.33	1128.3

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 19 JULY 2011
 Surveyor's Ref: 112721

PLAN OF SUBDIVISION OF LOT 49 D.P. 1164464

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12621
 Lengths are in metres. Roundings: 1: 000

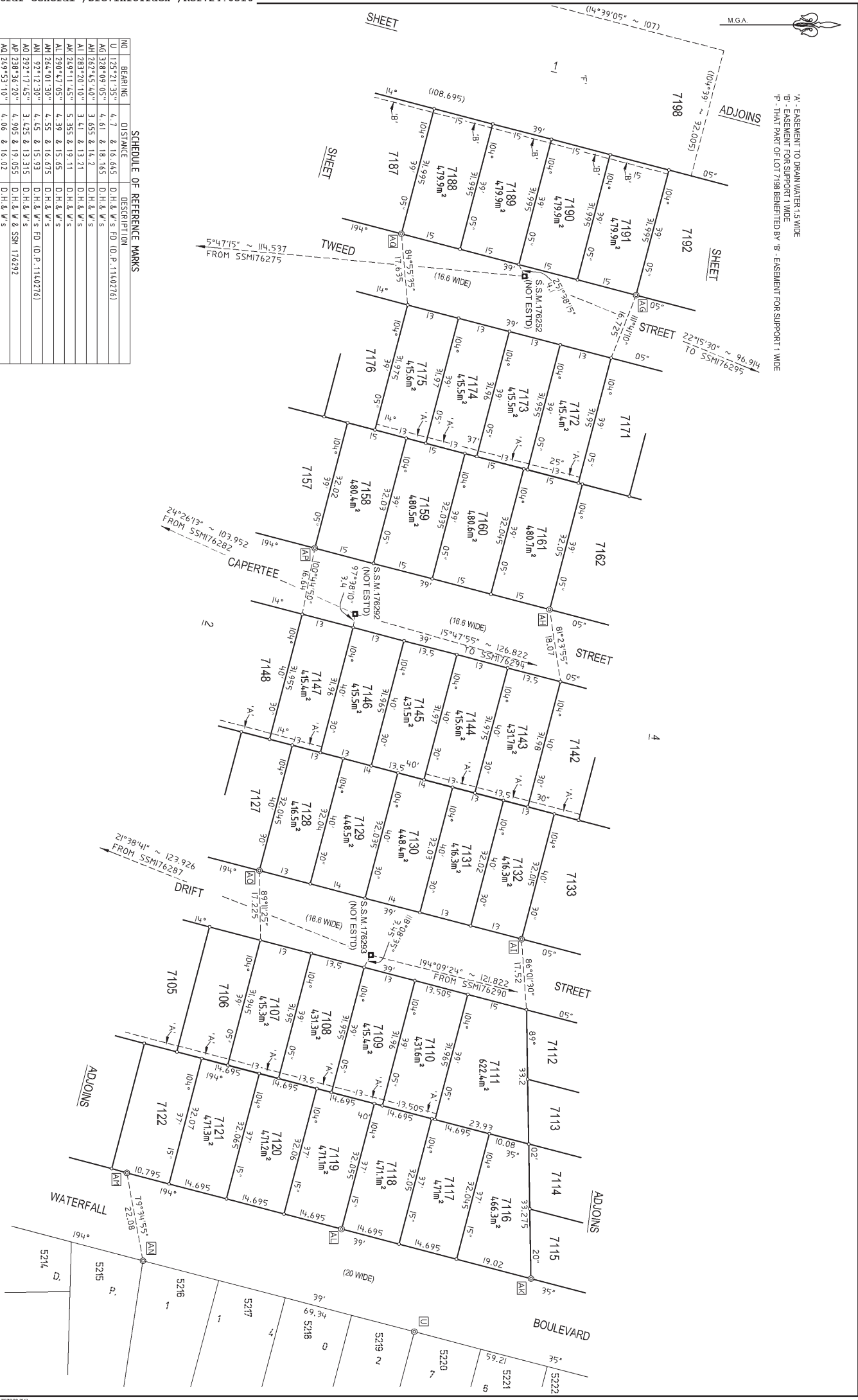
Registered
 19.10.2011

DP1156937

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

Diagram 3
 NOT TO SCALE

Diagram 4
 NOT TO SCALE



SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
U	175°21'35"	4.7	D.H. & W.S. FD (D.P. 1140276)
AG	328°09'05"	4.61	D.H. & W.S.
AH	267°45'40"	3.655	D.H. & W.S.
AI	283°20'10"	3.41	D.H. & W.S.
AK	249°11'45"	5.355	D.H. & W.S.
AL	290°47'05"	4.39	D.H. & W.S.
AM	264°01'30"	4.55	D.H. & W.S.
AN	92°12'30"	4.15	D.H. & W.S.
AO	292°17'45"	3.425	D.H. & W.S. FD (D.P. 1140276)
AP	238°36'20"	4.305	D.H. & W.S. & SSM 176292
AQ	249°53'10"	4.06	D.H. & W.S.

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 19 JULY 2011
 Surveyor's Ref: 17271

PLAN OF
 SUBDIVISION OF LOT 49 D.P. 1164464

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12621
 Lengths are in metres. Roundings to: 800

Registered
 19.10.2011

DP1156937

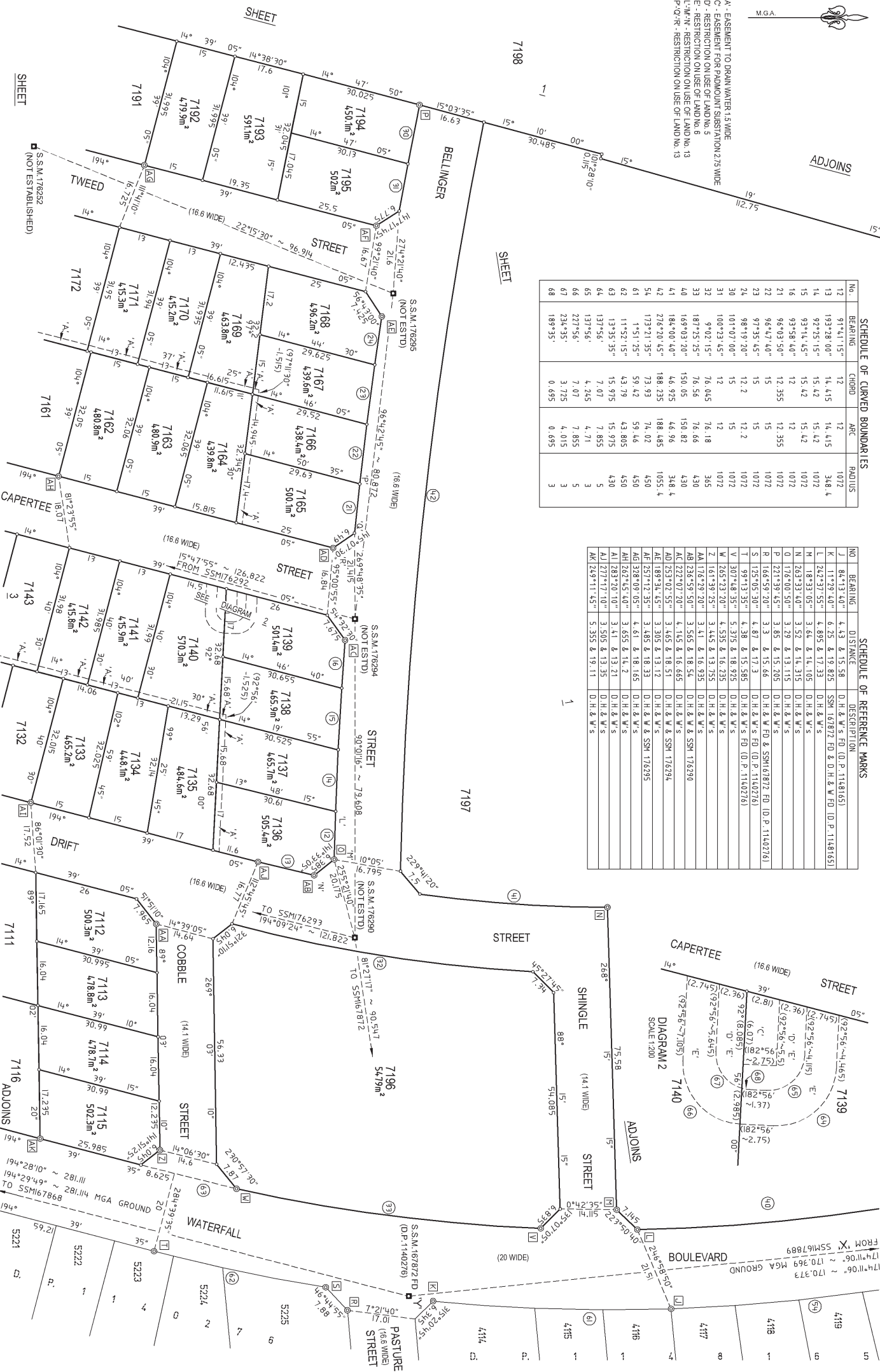
10 20 30 40 50 Table of mm 60 70 80 90 100 110 120 130 140

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	BOUNDARIES	RADIUS
12	91°41'15"	12		1072
13	193°28'00"	14.415		348.4
14	92°25'15"	15.42		1072
15	93°14'45"	15.42		1072
16	93°58'40"	12		1072
21	96°03'50"	12.355		1072
22	96°47'40"	15		1072
23	97°35'45"	15		1072
24	98°19'20"	12.2		1072
30	101°07'00"	15		1072
31	100°23'45"	12		1072
32	9°02'15"	76.925		365
33	187°25'25"	76.56		430
40	169°03'20"	150.05		430
41	184°00'40"	46.925		348.4
42	226°20'45"	188.235		1055.4
44	173°21'35"	79.42		450
61	1°51'25"	59.42		450
62	11°52'15"	43.79		430
63	13°35'35"	15.975		430
64	137°56'	7.07		5
65	137°56'	4.265		3
66	227°56'	7.07		5
67	234°35'	3.725		3
68	189°35'	0.695		3

SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
J	84°13'40"	4.43 & 15.58	O.H. & W.S. FD (D.P. 1148165)
K	11°29'40"	6.25 & 19.825	SSM 162972 FD & O.H. & W.S. FD (D.P. 1148165)
L	262°37'55"	4.895 & 17.33	O.H. & W.S.
M	18°32'05"	3.64 & 11.105	O.H. & W.S.
N	263°33'40"	3.62 & 14.315	O.H. & W.S.
O	176°00'50"	3.29 & 13.115	O.H. & W.S.
P	122°19'45"	3.85 & 15.205	O.H. & W.S.
R	166°59'20"	3.3 & 15.66	O.H. & W.S. FD & SSM161872 FD (D.P. 1140276)
S	125°05'30"	4.87 & 17.3	O.H. & W.S. FD (D.P. 1140276)
T	99°13'35"	4.38 & 15.585	O.H. & W.S.
V	307°48'35"	5.375 & 18.925	O.H. & W.S.
W	265°23'20"	4.535 & 16.235	O.H. & W.S.
Z	161°39'25"	3.445 & 13.925	O.H. & W.S.
AA	176°49'20"	3.41 & 16.925	O.H. & W.S.
AB	236°49'50"	3.565 & 18.56	O.H. & W.S. SSM 176290
AC	222°07'20"	4.145 & 16.665	O.H. & W.S.
AD	253°02'55"	3.445 & 18.51	O.H. & W.S. SSM 176294
AE	189°32'45"	3.305 & 13.12	O.H. & W.S.
AF	123°12'35"	3.485 & 18.33	O.H. & W.S. SSM 176295
AG	328°09'05"	4.61 & 18.165	O.H. & W.S.
AH	262°45'40"	3.655 & 14.2	O.H. & W.S.
AI	283°20'10"	3.41 & 13.21	O.H. & W.S.
AJ	277°17'10"	3.505 & 13.35	O.H. & W.S.
AK	249°11'45"	5.355 & 19.11	O.H. & W.S.



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

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

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 19 JULY 2011
 Surveyor's Ref: 1127271

PLAN OF SUBDIVISION OF LOT 49 D.P. 1164464

LGA: BLACKTOWN
 Locality: THE PONDS
 Subdivision No. 12621
 Lengths are in metres. Roundings: 0.00

Registered
 19.10.2011

DP1156937

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

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. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT FOR SUPPORT 1 WIDE
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND
14. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: -

1. TWEED STREET 16.6 WIDE
2. CAPERTEE STREET 16.6 WIDE
3. DRIFT STREET 16.6 WIDE
4. BELLINGER STREET 16.6 WIDE
5. COBBLE STREET 14.1 WIDE
6. SHINGLE STREET 14.1 WIDE

If space is insufficient for signature, seals and statements use
 PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION.....set out herein
 (insert 'subdivision' or 'new road')

[Signature]
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL
 Date of Endorsement: 10th October 2011
 Accreditation no: Not Applicable
 Subdivision Certificate no: 12621
 File no: DA-10-1017

*Delete whichever is inapplicable.

Office Use Only

DP1156937

Office Use Only

Registered:  19.10.2011

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF
 SUBDIVISION OF LOT 49 D.P.1164464

LGA: **BLACKTOWN**

Locality: **THE PONDS**

Parish: **GIDLEY**

County: **CUMBERLAND**

Survey Certificate

I, ANDREW RICHARD THOMAS
 of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: 19 JULY 2011

The survey relates to LOTS 7101 TO 7197, 7198 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *[Signature]* Dated: 20 JULY 2011
 Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban / Rural —

Plans used in preparation of survey / compilation.

- D.P. 1140276
- D.P. 1148165
- D.P. 1148166
- D.P. 1152462
- D.P. 1152464
- D.P. 1164464

Surveyor's Reference: 1727-71

CAD REF: Z:\1727 - The Ponds\AutoCAD\1727589 (01)

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 49 D.P.1164464

Office Use Only

DP1156937

Office Use Only

Registered:



19.10.2011

Subdivision Certificate No.: 12621

Date of Endorsement: 10th October 2011

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCAION OF SUCH DELEGATION

C Osborne

SIGNATURE

Surveyor's Reference: 1727-71

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 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197
 D.P. 1156937 covered by Council's
 Subdivision Certificate No. 12714
 of 10th May 2012

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

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	7210 7211 7212 7215 7216 7217 7218 7219 7220 7221 7232 7233	7211, 7212, 7213 7212, 7213 7213 7214 7214, 7215 7214, 7215, 7216 7214, 7215, 7216, 7217 7214, 7215, 7216, 7217, 7218 7214, 7215, 7216, 7217, 7218, 7219 7214, 7215, 7216, 7217, 7218, 7219, 7220 7233, that part 86/1154679 denoted 'E' That part 86/1154679 denoted 'E'
2.	Easement to Drain Water Variable Width	7222 7223	That part 86/1154679 denoted 'F' 7222, that part 86/1154679 Denoted 'F'

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 2 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197
 D.P. 1156937 covered by Council's
 Subdivision Certificate No. 12714
 of 10th May 2012

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Support 1 Wide	7222, 7225 to 7231 inclusive	That part 86/1154679 denoted 'D'
4.	Easement for Support Variable Width	7224 7233	7222, that part 86/1154679 denoted 'D' That part 86/1154679 denoted 'D'
5.	Easement for Padmount Substation 2.75 Wide	7235	Endeavour Energy
6.	Restriction on Use of Land	7235	Endeavour Energy
7.	Restriction on Use of Land	7235	Endeavour Energy
8.	Restriction on Use of Land	7234, 7235, 7236	Blacktown City Council
9.	Restriction on Use of Land	Each lot 7201 to 7233 inclusive	Every other lot 7201 to 7233 inclusive
10.	Restriction on Use of Land	7201 to 7209 inclusive, 7212 to 7221 inclusive 7225 to 7233 inclusive	Blacktown City Council
11.	Restriction on Use of Land	Each lot 7201 to 7233 inclusive	Blacktown City Council
12.	Restriction on Use of Land	7219	Blacktown City Council
13.	Restriction on Use of Land	7201 to 7218 inclusive, 7220 to 7233 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197

D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 the plan is Blacktown City Council.

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify restriction numbered 3 in the plan is Blacktown City Council.

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support Variable Width" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Blacktown City Council.


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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is ~~Blacktown City Council.~~

ENDEAVOUR ENERGY

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197

D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2 (cont)

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

1. No building shall be erected or permitted to remain within the restriction site denoted 'H' 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 fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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

ENDEAVOUR ENERGY

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197
D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2 (cont)

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'J' 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.

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

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 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 Council Development Control Plan 2006 and suitability of the lot for any intended use.

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

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

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197
D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2 (cont)

- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.


Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 9 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan:

DP1156939

Plan of Subdivision of Lot 7197
D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2 (cont)

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

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

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

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

No building or structure shall be erected on the lot hereby burdened being a moderately saline lot unless 25MPa concrete is used where concrete footings, piers and swimming pools extend beyond 1.5 metres from the existing ground level of the subject lot unless such concrete is designed and certified by a Chartered Professional Engineer and provided that all concrete shall be installed with an A2 exposure rating in accordance with AS2870.

Name of Authority empowered to release vary or modify the terms of the 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 building or structure shall be erected on the lot hereby burdened being a non-saline lot unless 25MPa concrete is used where concrete footings, piers and swimming pools extend beyond 1.5 metres from the existing ground level of the subject lot unless such concrete is designed and certified by a Chartered Professional Engineer.

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

APPROVED BY BLACKTOWN CITY COUNCIL



.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 9 Sheets

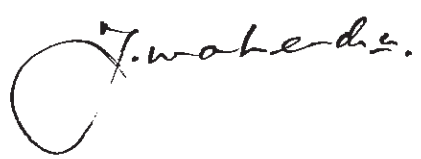
Plan:
DP1156939

Plan of Subdivision of Lot 7197
D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
of 10th May 2012

Part 2 (cont)

 **JEYAWEEKASINGAM MAHENDRA**

SIGNED by me, ~~CARMEN LORRAINE OSBORNE~~)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate



.....
Signature of WITNESS

JAVIER ROBLED0

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

o/ LANDCOM
330 CHURCH ST., PARRAMATTA, NSW, 2150

.....
Address of Witness

11/05/2012
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL



.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 9 Sheets

Plan:
DP1156939

Plan of Subdivision of Lot 7197
D.P.1156937 covered by Council's
Subdivision Certificate No. 12714
OF 10TH MAY 2012

Part 2 (cont)

Signed on behalf of
Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to
Power of Attorney Book 4613 No. 641
in the presence of:

M. Brigen
.....
Signature of WITNESS

Geoff Riethmuller
.....
Signature of Attorney

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

Geoff Riethmuller
.....
Name of Attorney

C/- Endeavour Energy
490 Hoxton Park Road
HOXTON PARK NSW 2171

Network Property Mgr
.....
Position
Date of Execution: *17/4/2012*

Reference: *URS 12564 (PART)*

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer *[Signature]*

REGISTERED  28.5.2012

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

Sheet 1 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

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	5211, 5212	5215, 5216, 5217, 5218, 5219, 5220
		5215	5216, 5217, 5218, 5219, 5220
		5216	5217, 5218, 5219, 5220
		5217	5218, 5219, 5220
		5218	5219, 5220
		5219	5220
		5222	5221
		5223	5221, 5222
		5224	5221, 5222, 5223
		5226	5221, 5222, 5223, 5224
		5227	5221, 5222, 5223, 5224, 5226
		5228	5221, 5222, 5223, 5224, 5226, 5227

APPROVED BY BLACKTOWN CITY COUNCIL
 General Manager / Authorised Officer

PBen

ChO

Lengths are in Metres

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5231	5229, 5230, 5253, 5254, 5255
		5232	5229, 5230, 5231, 5253, 5254, 5255
		5242, 5243	5246, 5247, 5248, 5249, 5250, 5251, 5252
		5246	5247, 5248, 5249, 5250, 5251, 5252
		5247	5248, 5249, 5250, 5251, 5252
		5248	5249, 5250, 5251, 5252
		5249	5250, 5251, 5252
		5250	5251, 5252
		5251	5252
		5254	5253
		5255	5253, 5254
		5260	5272, 5273, 5274, 5275, 5276, 5277, 5278, 5279, 5280
		5273	5272
		5274	5272, 5273
		5275	5272, 5273, 5274
		5276	5272, 5273, 5274, 5275

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

ePlan
 Sheet 3 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5277 5278 5279 5280	5272, 5273, 5274, 5275, 5276 5272, 5273, 5274, 5275, 5276, 5277 5272, 5273, 5274, 5275, 5276, 5277, 5278 5272, 5273, 5274, 5275, 5276, 5277, 5278, 5279
2.	Easement to Drain Water 2.5 Wide	5230 5231	5229, 5253, 5254, 5255 5229, 5230, 5253, 5254, 5255
3.	Easement for Padmount Substation 2.75 Wide	5218, 5273, 5281	Integral Energy Australia
4.	Restriction on Use of Land	5218, 5219, 5273, 5274, 5281	Integral Energy Australia
5.	Restriction on Use of Land	5218, 5219, 5273, 5274, 5281	Integral Energy Australia
6.	Easement for Underground Cables 1 Wide	5281	Integral Energy Australia
7.	Easement for Support 1.2 Wide	5230, 5233 5234 5235 5236	5255 5254, 5255 5253, 5254 5252, 5253
8.	Restriction on Use of Land	5281, 5282, 5283, 5284	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

ChD

Lengths are in Metres

ePlan
Sheet 4 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

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:-
9.	Restriction on Use of Land	Each lot 5201 to 5280 inclusive,	Every other lot 5201 to 5280 inclusive
10.	Restriction on Use of Land	5210 to 5218 inclusive, 5237 to 5254 inclusive, 5257 to 5280 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
ChD

Lengths are in Metres

Sheet 5 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 in the plan is Blacktown City Council.

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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

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 'M' 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 fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

CB

Lengths are in Metres

ePlan
Sheet 6 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

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 'N' 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.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

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

An Easement for Underground Cables having terms as detailed in Memorandum No 9262885 registered with the Land Titles Office.



Name of Authority empowered to release vary or modify easement numbered 6 in the plan is Integral Energy Australia.

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked 'Easement for Support 1.2 Wide' on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer


ePlan

Lengths are in Metres

Sheet 7 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 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 Council Development Control Plan 2006 and suitability of the lot for any intended use.

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

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

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer



Lengths are in Metres

ePlan
Sheet 8 of 10 Sheets

Plan:

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

DP1140276

Part 2 (cont)

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.



Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 9 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer


Lengths are in Metres

ePlan
Sheet 9 of 10 Sheets

Plan:

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

DP1140276

Part 2 (cont)

SIGNED by me, CARMEN LORRAINE OSBOURNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)

C L Osborne

LANDCOM
by its Delegate

.....
Signature of WITNESS

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

**LEVEL 2, 330 CHURCH STREET,
PARRAMATTA, 2150.**
.....
Address of Witness

**(LANDCOM)
SENIOR DEVELOPMENT
MANAGER
U. D. NORTH WEST.**

21 April 2010
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 10 Sheets

Plan:

Plan of Subdivision of Lot 5

DP1140276

DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

Signed on behalf of)
INTEGRAL ENERGY AUSTRALIA)
by its Attorney pursuant to Power)
of Attorney Book 4573 No. 297 in the)
presence of:)
(ABN: 59 253 130 878)

.....
Signature of Attorney
Name: GEOFF RIETHMULLER
Position: NETWORK PROPERTY
MGR

.....

.....
Signature of WITNESS

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

.....
Date of execution

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

URS10551

REGISTERED 5-5-2010

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

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

Plan: **DP1144156**

ePlan
(Sheet 1 of 2 sheets)

Subdivision of Lot 16 in D.P. 1088121, Lot 3123 in D.P. 1120256 and Lots 888 & 892 in D.P. 1119045
Covered by Subdivision Certificate No12336 of 23rd November 2009

Full name and address of the owner of the land: LANDCOM
Level 2, 330 Church Street
PARRAMATTA NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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	Restriction on the Use of Land	4 7	Blacktown City Council
2	Restriction on the Use of Land	5	Blacktown City Council
3	Restriction on the Use of Land	6 7	Blacktown City Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

No further development of the lot burdened is to take place unless it is approved by development consent granted by Blacktown City Council. As a condition of such development consent, Blacktown City Council may require, amongst other things, construction of roads and drainage works, the provision of lot fill, flora/fauna and site contamination assessments, the payment of Section 94 Contributions/Planning Agreement, conservation outcomes as required by the Department of Environment and Conservation, and bushfire protection.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

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

No Vehicular access is permitted either to or from Stanhope Parkway across the boundaries indicated 'Q' - 'R' and 'S' - 'T'.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Blacktown City Council

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

No vehicular access is permitted either to or from Stanhope Parkway across the boundaries indicated 'U' - 'V' and 'W' - 'Z'.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

ePlan

(Sheet 2 of 2 sheets)

Plan: **DP1144156**

Subdivision of Lot 16 in D.P. 1088121, Lot 3123 in
D.P. 1120256 and Lots 888 & 892 in D.P. 1119045
Covered by Subdivision Certificate
No 12336 of 23rd November 2009

Full name and address of the owner of the land:

LANDCOM
Level 2, 330 Church Street
PARRAMATTA NSW 2150

SIGNATURES

Signed by me *CARMEN LORRAINE OSBORNE*
as delegate of **LANDCOM** who hereby
declares that he has no notice of the
revocation of the delegation in the
presence of:

K Dawson
Kathie Dawson
142 Sunnyholt Rd
Blacktown NSW 2148

C Osborne
Landcom

REGISTERED



16.12.2009

BLACKTOWN CITY COUNCIL

P. Daw

Manager Development Services

Approved by Blacktown City Council _____

Authorised Officer

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

Sheet 1 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
 D.P. 1140276 covered by Council's
 Subdivision Certificate No. 12420
 dated 22nd June 2010

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

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	4102, 4103, 4104 4111 4112 4113 4116 4117 4118 4119 4121 4122 4123 4130	4115, 4116, 4117, 4118, 4119 4112, 4113, 4114 4113, 4114 4114 4115 4115, 4116 4115, 4116, 4117 4115, 4116, 4117, 4118 4120, 4134, 4135, 4136, 4137, 4138, 4139 4120, 4121, 4134, 4135, 4136, 4137, 4138, 4139 4120, 4121, 4122, 4134, 4135, 4136, 4137, 4138, 4139 4131, 4132, 4133

APPROVED BY BLACKTOWN CITY COUNCIL

 
 General Manager / Authorised Officer

eplan

Lengths are in Metres

Sheet 2 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
 D.P. 1140276 covered by Council's
 Subdivision Certificate No. 12420
 dated 22nd June 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	4131 4132 4135 4136 4137 4138 4139 4140 4151 4152 4153 4154 4157 4158 4159	4132, 4133 4133 4134 4134, 4135 4134, 4135, 4136 4134, 4135, 4136, 4137 4134, 4135, 4136, 4137, 4138 4156, 4157, 4158, 4159 4152, 4153, 4154, 4155 4153, 4154, 4155 4154, 4155, 4155 4156 4156, 4157 4156, 4157, 4158
2.	Easement for Support 1 Wide	4125 4126 4127 4128 4129, 4131, 4132	4138 4137 4136 4135 4134

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 3 of 9 Sheets


Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Padmount Substation 2.75 Wide	4120	Integral Energy Australia
4.	Restriction on Use of Land	4120, 4139	Integral Energy Australia
5.	Restriction on Use of Land	4120, 4139	Integral Energy Australia
6.	Restriction on Use of Land	4160, 4161	Blacktown City Council
7.	Restriction on Use of Land	Each lot 4101 to 4159 inclusive	Every other lot 4101 to 4159 inclusive
8.	Restriction on Use of Land	4134,4135,4140 to 4159 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each lot 4101 to 4159 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 4 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

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.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

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

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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 5 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2 (cont)

"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 up to a maximum height of 6 metres from the level of the substation footing.

"120/120/120 fire rating" and **"60/60/60 fire rating"** mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

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.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 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 Council Development Control Plan 2006 and suitability of the lot for any intended use.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

eplan

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010


Part 2 (cont)

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

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 7 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

eplan

Sheet 7 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2 (cont)

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


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

No structure shall be erected on the lot hereby burdened being a lot with potentially moderately saline soils at a depth of greater than 1.0 metre below the natural surface of the subject lot unless 32MPa concrete is used on all footings, piers, swimming pools and other such structures constructed deeper than 1.0 metre below the natural surface of the subject lot.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

eplan
Sheet 8 of 9 Sheets

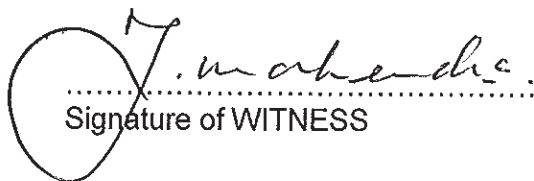
Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

SIGNED by me, CARMEN LORRAINE OSBOURNE)
as Delegate of **LANDCOM** who hereby declares)
that he has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate



.....
Signature of WITNESS

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

LEVEL 2, 330 CHURCH STREET, PADRAMATHA.
.....
Address of Witness

13 August 2010.
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Plan: **DP1148165**

9 9 eplan
Sheet 8 of 8 Sheets

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
DATED 22nd JUNE 2010

Part 2 (cont)

Signed on behalf of
INTEGRAL ENERGY AUSTRALIA
by its Attorney pursuant to Power
of Attorney Book 4509 No. 838 in the
presence of: 4573 297

Signature of Attorney
Name: GEOFF RIETHMULLER
Position: NETWORK PROPERTY MGR

URS 10992

.....

Signature of WITNESS

.....
Ray Simmonds

Name of Witness (BLOCK LETTERS)

.....
15 June 2010

Date of execution

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

REGISTERED  25-08-2010

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

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

Sheet 1 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

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:-
		8107	8108, 8109, 8110, 8111 8112, 8113
		8109	8110, 8111, 8112, 8113
		8110	8111, 8112, 8113
		8111	8112, 8113
		8112	8113
		8120	8121, 8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129
1.	Easement to Drain Water 1.5 Wide	8121	8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129
		8123	8124, 8125, 8126, 8127, 8128, 8129
		8124	8125, 8126, 8127, 8128, 8129
		8125	8126, 8127, 8128, 8129
		8126	8127, 8128, 8129

APPROVED BY BLACKTOWN CITY COUNCIL
 General Manager / Authorised Officer




Lengths are in Metres

Plan:

DP1152462

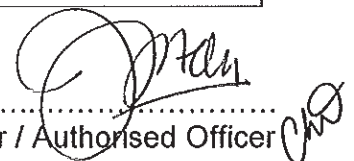
Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	8127 8128 8137 8138 8139 8141 8144 8145 8146 8147 8148 8161 8162 8163	8128, 8129 8129 8138, 8139, 8140, 8141, 8142 8139, 8140, 8141, 8142 8140, 8141, 8142 8142 8143 8143, 8144 8143, 8144, 8145 8143, 8144, 8145, 8146 8143, 8144, 8145, 8146, 8147 8162, That part 8165 denoted 'F' That part 8165 denoted 'F' 8143, 8144, 8145, 8146, 8147, 8148
2.	Easement for Support 1 Wide	8158, 8159 8160	That part 8165 denoted 'G' 8162, That part 8165 denoted 'G'
3.	Easement for Padmount Substation 2.75 Wide	8108, 8140	Integral Energy Australia

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:


DP1152462

Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

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:-
4.	Restriction on Use of Land	8108, 8109, 8140, 8141	Integral Energy Australia
5.	Restriction on Use of Land	8108, 8109, 8140, 8141	Integral Energy Australia
6.	Restriction on Use of Land	8163, 8164, 8165, 8166	Blacktown City Council
7.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Every other lot 8101 to 8162 inclusive
8.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Blacktown City Council
10.	Restriction on Use of Land	8101, 8113, 8149	Blacktown City Council
11.	Restriction on Use of Land	8114, 8115, 8116, 8117, 8118, 8121, 8123, 8124, 8125, 8126, 8127, 8128, 8129, 8130, 8131, 8133, 8144, 8146, 8147, 8151, 8153, 8155, 8157	Blacktown City Council
12.	Restriction on Use of Land	8101	Landcom
13.	Restriction of Use of Land	8101, 8113, 8149	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer  

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

An Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended provided that the Easement to Drain Water within lot 8163 is limited in height to Reduced Level 68 on Australian Height Datum within that part of the aforementioned lot denoted 'B' on the abovementioned plan.

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.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked 'Easement for Support 1 Wide' on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

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

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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

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 fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

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.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 6 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 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 Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify 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.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 7 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

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

- (a) 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.
- (b) No building or structure shall be erected on the lot hereby burdened unless 32MPa concrete is used where concrete footings, piers and swimming pools extend below the existing ground level of the subject lot unless such concrete is protected by a water proof membrane designed and certified by a Chartered Professional Engineer .

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

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

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

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

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
8101	'H' - 'I' - 'J'
8113	'J' - 'K'
8149	'L' - 'M'

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

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

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

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

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

No dwelling shall be erected on the lot hereby burdened unless the design of the main building is of two storey construction.

"Dwelling": means a residential style house capable of being lived in and is referred to as the main building upon the lot.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Landcom.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Handwritten initials

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

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

No fence shall be erected along the boundary of the lots hereby burdened as denoted below and in the abovementioned plan unless such fence is a decorative style fence constructed in accordance with Part M Figure 5.8 Blacktown Development Control Plan 2006

Lot Burdened	Boundary Denoted
8101	'H' – 'I' – 'J'
8113	'J' – 'K'
8149	'L' – 'M'

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 10 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

SIGNED by me, CARMEN LORRAINE OSBORNE^{CO}
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

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

16 CAMBRIDGE STREET, EPPING
.....
Address of Witness

14 APR 11
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Length are in Meters

(Sheet 11 of 11 sheets)

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14 April 2011

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 (Formerly Integral Energy
Australia – Energy Services Corporations
Amendment (Change of Name) Regulation
2011 (NSW) published 2 March 2011)
by its Attorney pursuant to Power of Attorney
Book 4573 No 297 in the presence of:

Ray Simmonds
Signature of witness

Ray Simmonds
Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

G. Riethmuller
Signature of Attorney

Gerald Riethmuller
Name of Attorney

Network Property Mgr
Position

Date of execution 23/3/2011

URS 11492

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager/Authorised Officer

REGISTERED



3.5.2011

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 Conveyancing Act 1919.

Plan: **DP1164464**

(Sheet 1 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	or	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	44 46		Blacktown City Council
2	Right of Footway variable width	44 (whole of lot) 46 (whole of lot)		Blacktown City Council
3	Easement for Repairs Variable Width	44 (whole of lot) 46 (whole of lot)		Blacktown City Council
4	Easement for Drainage of Water Variable Width	44 (whole of lot) 46 (whole of lot)		Blacktown City Council
5	Easement for Construction Access 20 Wide and Variable Width (Z)	44 46		42 42
6	Restriction on the Use of Land	Each Lot		Blacktown City Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan

No fence shall be erected on or within each lot burdened to divide it from any adjoining land to restrict Public Access without the consent of Blacktown City Council.

Until 31st December 2043 no "Parklands Embellishment Works" are to be altered or removed without the consent of Landcom and Blacktown City Council. From 1st January 2044 no "Parklands Embellishment Works" are to be altered or removed without the consent of Blacktown City Council.

For the purposes of this restriction, "Parklands Embellishment Works" means the works constructed on the land (including all pedestrian bridges, pathways, cycleways, play equipment, street furniture, lighting and public art).

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

Plan: **DP1164464**

(Sheet 2 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

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

A Right of Footway in the terms setout in Part 2 of Schedule 4A of the Conveyancing Act 1919.

INCLUDING the full and free right to use the facilities of the "Parklands" being all bridges, pathways, cycleways, play equipment and street furniture.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Blacktown City Council

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

An Easement for Repairs as setout in the following terms:

1. Blacktown City Council may, and Landcom may until 31 December 2013:

a) at the expiration of at least one week's notice served on the owner or occupier of a lot burdened, use the lot for the purpose of carrying out necessary work on any of the "Parklands Embellishment Works"

b) do anything reasonably necessary for that purpose, including:

- entering the lot burdened, and
- take anything on to the lot burdened

2. In exercising those powers, the body having the benefit of this easement must:

a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and

b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

d) restore the lot burdened as nearly as is practicable to its former condition, and

e) make good any collateral damage

3. For the purposes of this easement, "Parklands Embellishment Works" means the works constructed on the land (including all pedestrian bridges, pathways, cycleways, play equipment, street furniture, lighting and public art)

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

Plan: **DP1164464**

(Sheet 3 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

4. Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Blacktown City Council

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

The owner of the lot benefited may

- a) Use the lot burdened for the purpose of carrying out any necessary work which cannot otherwise reasonably be carried out on the lot benefited including construction of ancillary works relating to the construction or maintenance of a bridge and road;
- b) Do anything reasonably necessary for that purpose including but not limited to,
 - i. Entering into the lot burdened
 - ii. Constructing access tracks, ramps, drainage works, soil and erosion protection measures
 - iii. Taking anything onto the lot burdened
- c) In exercising those powers the owner of the lot benefited must:
 - i. Ensure that all work on the lot burdened is done properly and carried out as quickly as practicable
 - ii. Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened
 - iii. Cause as little damage as is practicable to the lot burdened and any improvement on it
 - iv. Restore the lot burdened as nearly as is practicable to its former condition
 - v. Make good any collateral damage

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Landcom

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

No further development of the lot burdened is to take place unless it is approved by development consent granted by Blacktown City Council. As a condition of such development consent, Blacktown City Council may require, amongst other things, construction of roads and drainage works, the provision of lot fill, flora/fauna and site contamination assessments, the payment of Section 94 Contributions/Planning Agreement, conservation outcomes as required by the Office of Environment and Heritage, and bushfire protection.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Blacktown City Council

Plan: **DP1164464**

(Sheet 4 of 4 sheets)


Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land:

LANDCOM
Level 2, 330 Church Street
PARRAMATTA NSW 2150


SIGNATURES

Signed by me *KERRY ROBINSON*
as a Delegate of **LANDCOM** who hereby
declares that he has no notice of the
revocation of the delegation in the
presence of:



Witness

PAUL NEVILLE
CI- LANDCOM
21330 CHURCH ST
PARRAMATTA NSW 2150



Landcom

BLACKTOWN CITY COUNCIL


.....
Judith Portelli
Manager Development Services

Approved by Blacktown City Council _____ Authorised Officer

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

Sheet 1 of 11 Sheets

Plan:

DP1156937


Plan of Subdivision of Lot 49
 D.P. 1164464 covered by Council's
 Subdivision Certificate No. 12621 dated
 10th October 2011

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

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	7101, 7102 7104 7105 7106 7107 7108 7109 7110 7124, 7152, 7153 7136	7104, 7105, 7106, 7107, 7108, 7109, 7110, 7111 7105, 7106, 7107, 7108, 7109, 7110, 7111 7106, 7107, 7108, 7109, 7110, 7111 7107, 7108, 7109, 7110, 7111 7108, 7109, 7110, 7111 7109, 7110, 7111 7110, 7111 7111 7146, 7147, 7148, 7149, 7150 7137, 7138, 7140, 7141, 7142, 7143, 7144, 7145

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
 Subdivision Certificate No. 12621 dated
 10th October 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	7137 7138 7140 7141 7142 7143 7144 7147 7148 7149 7150 7154 7165 7166 7167	7138, 7140, 7141, 7142, 7143, 7144, 7145 7140, 7141, 7142, 7143, 7144, 7145 7141, 7142, 7143, 7144, 7145 7142, 7143, 7144, 7145 7143, 7144, 7145 7144, 7145 7145 7146 7146, 7147, 7146, 7147, 7148 7146, 7147, 7148, 7149 7177, 7178, 7179, 7181, 7182 7166, 7167, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176 7167, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176

APPROVED BY BLACKTOWN CITY COUNCIL

.....

 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:

Plan of Subdivision of Lot 49

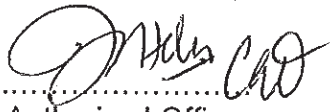
DP1156937

D.P. 1164464 covered by Council's
 Subdivision Certificate No. 12621 dated
 10th October 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	7169 7170 7171 7172 7173 7174 7175 7178 7179 7181 7182	7170, 7171, 7172, 7173, 7174, 7175, 7176 7171, 7172, 7173, 7174, 7175, 7176 7172, 7173, 7174, 7175, 7176 7173, 7174, 7175, 7176 7174, 7175, 7176 7175, 7176 7176 7177 7177, 7178 7177, 7178, 7179 7177, 7178, 7179, 7181
2.	Easement to Drain Water 1 Wide	7101	7104, 7105, 7106, 7107, 7108, 7109, 7110, 7111
3.	Easement for Support 1 Wide	7185 7186, 7187, 7188, 7189, 7190, 7191	7183, 7184, that part 7198 denoted 'F' That part 7198 denoted 'F'
4.	Easement for Padmount Substation 2.75 Wide	7139	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
 Subdivision Certificate No. 12621 dated
 10th October 2011

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:-
5.	Restriction on Use of Land	7139, 7140	Endeavour Energy
6.	Restriction on Use of Land	7139, 7140	Endeavour Energy
7.	Restriction on Use of Land	7196, 7197, 7198	Blacktown City Council
8.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Every other lot 7101 to 7195 inclusive
9.	Restriction on Use of Land	7101, 7102, 7104 to 7123 inclusive, 7145, 7146, 7147, 7166, 7167, 7168, 7191 to 7195 inclusive	Blacktown City Council
10.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Blacktown City Council
11.	Restriction on Use of Land	7101	Blacktown City Council
12.	Restriction on Use of Land	7104 to 7110 inclusive, 7127 to 7132 inclusive, 7134 7141 to 7148 inclusive, 7164, 7166, 7167, 7168, 7170 to 7179 inclusive	Blacktown City Council
13.	Restriction on Use of Land	7136, 7165	Blacktown City Council
14.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 the plan is Blacktown City Council.

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify restriction numbered 3 in the plan is Blacktown City Council.

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

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office subject, to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

Name of Authority empowered to release vary or modify easement numbered 4 in the plan is Endeavour Energy.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 6 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

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 fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Endeavour Energy.

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


Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 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 Council Development Control Plan 2006 and suitability of the lot for any intended use.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated

10th October 2011

Part 2 (cont)

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

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 8 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

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

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

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

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

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

Direct vehicular access to and/or from the lot hereby burdened is restricted to adjacent to the northern most extent of the eastern lot frontage of Waterfall Boulevard and adjacent to the western most extent of the southern lot frontage of Paddock Street.

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

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

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 “Integrated Housing” with the exception that no zero lot line walls will be permitted.

Name of Authority empowered to release vary or modify the terms of the 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.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
7136	'L' – 'M' – 'N'
7165	'P' – 'Q' – 'R'


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

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

No building or structure shall be erected on the lot hereby burdened unless 32MPa concrete is used where concrete footings, piers and swimming pools extend beyond 2 (two) metres from the existing ground level of the subject lot unless such concrete is designed and certified by a Chartered Professional Engineer

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 10 of 11 Sheets

Plan:

DP1156937

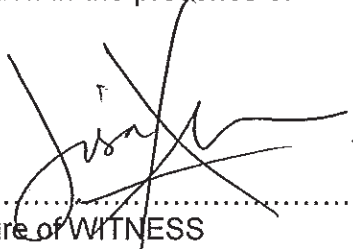
Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate



.....
Signature of WITNESS

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

LANDCOM, 330 CHURCH ST
.....
Address of Witness **PARRAMATTA**
NSW 2150

10/10/11
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 DATED
10th OCTOBER 2011

Part 2 (cont)

Signed on behalf of
Endeavour Energy Australia
ABN 59 253 130 878 formerly Integral
Energy Australia – Energy Services
Corporations Amendment (Change of Name)
Regulation 2011 (NSW) (published 2
March 2011) by its Attorney pursuant to
Power) of Attorney Book 4573 No. 297
in the presence of: 4613 641

Raymond Simmonds
Signature of WITNESS

RAYMOND SIMMONDS
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
490 Hoxton Park Road
HOXTON PARK NSW 2171

Gedf Riethmuller
Signature of Attorney

Gedf Riethmuller
Name of Attorney

Network Property Mgr
Position

Date of Execution: 19/08/2011

Reference: URS 11805

APPROVED BY BLACKTOWN CITY COUNCIL

REGISTERED  19.10.2011

.....
General Manager / Authorised Officer

Planning certificate



Section 10.7 (2)

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

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference 24/0516

Certificate details

Certificate no.	PL2024/09199	Fee	\$69.00
Date issued	26 July 2024	Urgency fee	N/A
Receipt no	D005285216		

Property information

Property ID	361568	Land ID	361568
Legal description	LOT 7231 DP 1156939		
Address	25 TWEED STREET THE PONDS NSW 2769		
County	CUMBERLAND	Parish	GIDLEY

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

Disclaimer

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

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

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

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

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

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

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

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

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

Employment Land Zones Reforms

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

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

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

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

Blacktown Local Environmental Plan 2015 applies to the subject land.

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 Development Control Plan 2015 applies to the subject land.

1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- Amendment to the then State Environmental Planning Policy (State and Regional Development)
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- **Amendment to the then Infrastructure State Environmental Planning Policy**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

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

Zone R3 Medium Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- *To provide for the housing needs of the community within a medium density residential environment.*
- *To provide a variety of housing types within a medium density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.*

2 Permitted without consent

Nil

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Veterinary hospitals, Water reticulation systems

4 Prohibited

Pond-based aquaculture Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

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

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

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

2.3 Additional permitted uses

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

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

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

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

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

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

2.6 Conservation area

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

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
 - Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurrangy 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. 1 - 1980s Release Areas applies to the subject land.
Contributions Plan No. 5 - Parklea Release Area applies to the subject land.

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

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

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

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

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

4. Complying development

4.1 Where complying development codes apply

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

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

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

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

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

The following outlines:

9.1 If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/**No**

9.2 If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes/**No**

9.3 The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on

results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

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

10.1 Land slip

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

10.2 Bush fire

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

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

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

Council has not been notified that 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.

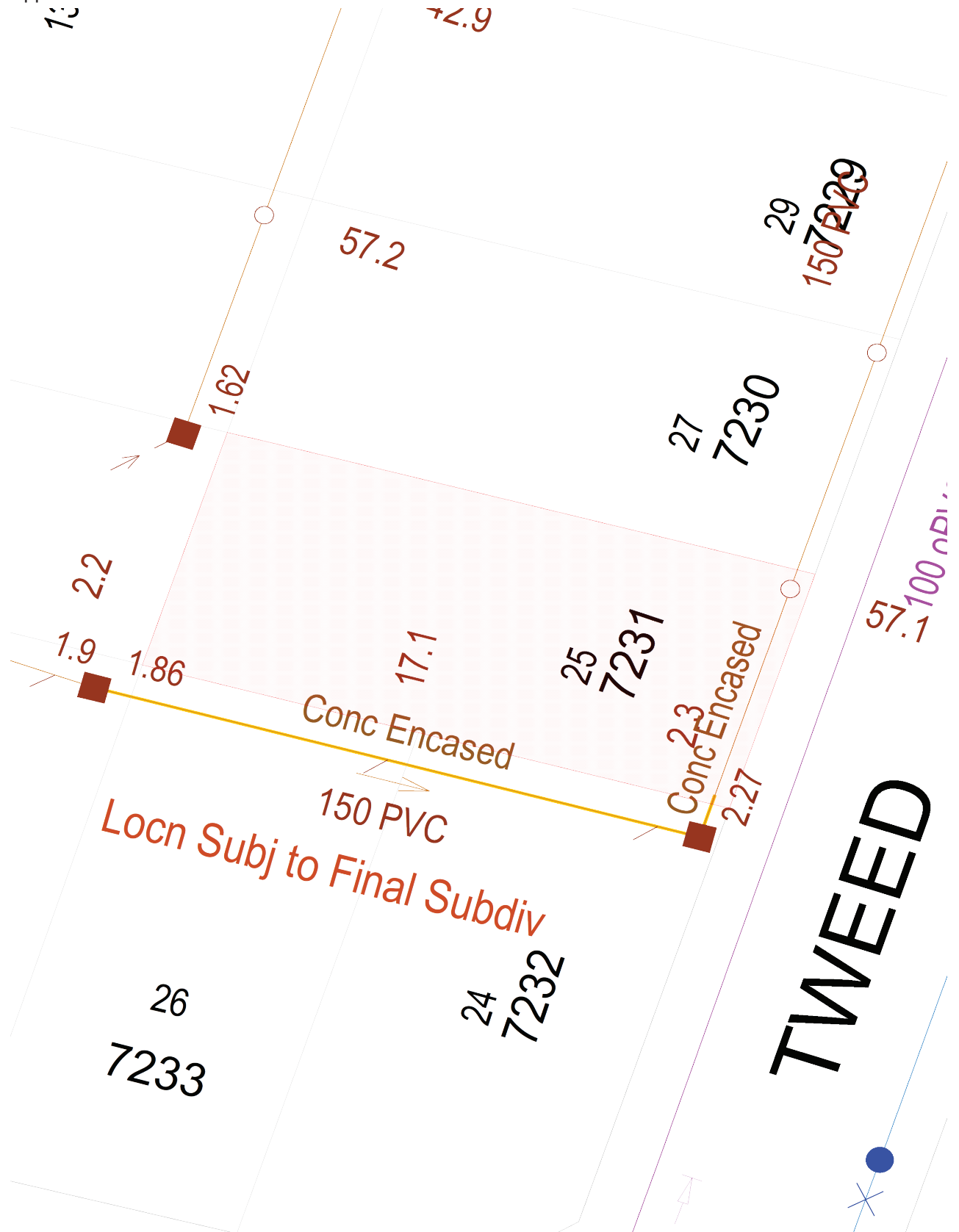
State Environmental Planning Policy (Transport and Infrastructure) 2021

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

Service Location Print
Application Number: 8003584192



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Disclaimer

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

Asset Information

Legend

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			

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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)

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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - are there any outstanding notices or orders?
- 18.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the property?
 - any contamination?
- 22.
- Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.