

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	Shuk Fan Ivy Lau	
vendor's solicitor	Alice Yang & Associates Suite 208 431-439 Sussex St Sydney NSW 2000	phone: 02 9280 2169 email: aysolicitor1@gmail.com ref: 1387825
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	56 HEATHLAND AVE SCHOFIELDS NSW 2762 Lot 3020 DEPOSITED PLAN 1218637 Folio Identifier 3020/1218637	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Shuk Fan Ivy Lau</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) PEXA

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** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to 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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

56 HEATHLAND AVE SCHOFIELDS NSW 2162

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:
 - (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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses forming part of this contract

Dated:

between:

(*vendor*)

and:

(*purchaser*)

33 Alterations to printed form

- 33.1 Clause 7.1.1 is amended by replacing "5%" with "1%".
- 33.2 Clause 14.4.2 to delete
- 33.3 Clause 23.6 to delete and replace with the " If a contribution is not a regular periodic contribution (Special Levy) and it's not disclosed in this contract, the parties must adjust the Special Levy pursuant to clause 14.1 on a daily basis for the period of time that the Special Levy relates to or if the Special Levy does not relate to a period to time then the Special Levy should be adjustment to the same months, quarter or period of time of the regular periodic contribution current at the date of the Special Levy. Purchaser is liable for all the special contributions due after the contract date."
- 33.4 Clause 23.9.4 is deleted
- 33.5 Clause 23.13, delete the word "Vendor" and replace with the word "Purchaser".
- 33.6 Clause 23.14 is deleted.
- 33.7 Clause 23.17 is deleted.
- 33.8 Clause 24.3.3 of this contract is deleted.
- 33.9 Clause 29 is deleted.
- 33.10 Clause 31.2 is deleted.

34 Real Estate Agents

The Vendor warrants it has an exclusive or sole agency agreement with the agent listed on the front page of this contract.

The purchaser warrants that they were not introduced to the *property* or the vendor by or through the medium of any real estate agent or any employee of any real estate agent or any other person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser agrees that they will at all times indemnify and keep indemnity the vendor from and against any claim whatever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

Should the Vendor be required to serve Notice to Complete the Purchaser must allow an adjustment of \$440.00 in favour of the Vendor on completion as the vendor's additional costs and service fees.

36 Condition of *property*

The purchaser acknowledges and accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard. The purchaser enters into this contact as a result of the purchaser's own enquires and inspections. The vendor shall not be responsible for any loss,

damage to, mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of the contract.

37 Capacity

37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

37.1.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

39 Settlement Venue & Settlement Re-arrange

39.1 The purchaser acknowledges that the settlement will be via PRXA.

39.2 If the vendor needs to re-arrange settlement due to no fault of the vendor, the purchaser must pay an additional \$110.00 for each cancellation and re-arrange settlement to the vendor solicitor to cover the legal cost, time and other expensive. This amount is to be paid by cheque only.

40 GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

41 Release of Deposit

The parties agree that the deposit (or such part as shall be required by the Vendor) shall be released to the Vendor or the Vendor's Solicitor to enable payment of a deposit or stamp duty on an alternate purchase by the Vendor. Deposit money so released must be held in the trust account of a solicitor, conveyancer or estate agent; and must not be further released.

42 Guarantee and Indemnity

The Officers or persons who sign this contract on behalf of the Purchase company jointly and severally guarantee all obligations of the Purchase under this contract including the payment of the purchase price and as a separate covenant they jointly and severally indemnify the Vendor in respect of any default of the Purchaser under this contract. This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any compromise release or variation of the terms of this contract between the Vendor and the Purchaser.

43 Deposit

In the event that the purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the vendor becomes entitled to forfeit the deposit in accordance with the clause 9 hereof the vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the vendor herein contained or otherwise to recover from the purchaser as a liquidated debt an amount being the difference between the deposit and 10% of the purchase price and the provision of this special condition shall not merge upon completion thereof.

44 Warning: Smoke Alarms

The owners of certain types of buildings and strata lot must have smoke alarms (or in certain case 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.

45 Requisitions on Title

The purchaser agrees that the only objection or requisitions on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions, and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

46 FIRB

The purchaser warrants that it is not prohibited by the *Foreign Acquisition & Takeover Act 1975* from acquiring the property and that they have obtained if required any necessary approval from the Foreign Investment Review Board to purchase the property and if the purchaser breaches this warranty the purchaser shall indemnify and compensate the vendor of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence.

47 Adjustments

The parties agree to adjust all usual outgoings and all amount under the contract on settlement. However, if any amount incorrectly calculated. Overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after the settlement. This clause shall not merge on completion.

48 Existing tenancies

In the event that the property is sold with existing tenant, the vendor does not warrant that the tenant will continue to remain in the property on or after the completion. If the lease has expired and the purchaser requires vacant possession at settlement, the purchaser must advise the vendor in writing, within three (3) days after the contract exchanged date. if the purchaser does not serve a written notice to the vendor in accordance with this clause, the purchaser must accept the tenancy at settlement.

49 Swimming pool

If there is swimming pool in the property, the purchaser acknowledge that it might not fully comply with the *Swimming Pool Act 1992* (as amended) and will not raise any notice claim, objection or requisition to such non-compliance nor be entitled to rescind or terminate the contract and accept the property and the swimming pool in its present condition.

COOLING-OFF CERTIFICATE

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as

_____ as vendor
to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

Requisitions

1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.
2. The Vendor must comply before completion with Clause 16.12.
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.
4. The Vendor must before completion comply with any work order in accordance Clauses 11.1 and 14.8.
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.
6. Is the Vendor aware of:-
 - (a) any unregistered easements such as a right of way which affect the property? If so, please give full details.
 - (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.
8. Is there any outstanding notification, claim or requirement of:-
 - (a) a statutory or local authority, or
 - (b) an adjoining owner which affects the property or any part of it?Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clause 16.3 and 17.1.
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.
11. If the sale of the property is subject to an existing tenancy:-
 - (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.
 - (b) has there been any breach of the lease in which case such breach must be remedied before completion.
 - (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.
 - (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion.
 - (e) If applicable, the Vendor must obtain consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.
 - (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.
12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulation relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clause 6, 7, 11.2 and 14.8.
15. Has the Vendor or any predecessor in title:-
 - (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?
 - (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?
If so, please give details?
16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.
17. Is there any pending litigation in respect of the property?
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.
19. Is the Vendor aware of any restrictions on the use or development of the land?
20. Survey should be satisfactory and certify (or report) that:-
 - (a) the whole of the land sold will be available to the Purchasers on completion and
 - (b) there is no encroachment by or upon the subject land and
 - (c) the improvements sold are erected on the subject land.
21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.
22. Has the Vendor or his mortgagee:-
 - (a) a survey report?

- (b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?
- (c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.
23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.
24. Is the land affected by the:-
- National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.
 - Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.
 - Threatened Species Conservation Act 1995? If so, please give full details.
 - Contaminated Land Management Act 1997? If so, please give full details.
 - Local Government Act 1993, Section 124? If so, please give full details.
 - Noxious Weeds Act 1993? If so, please give full details.
 - Heritage Act 1977? If so, please give full details.
 - Unhealthy Building Land Act 1990? If so, please give full details.
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:-
- Family Law Act 1975 (Commonwealth Statute)?
 - Property (Relationships) Act 1984 (NSW Statute)?
 - Family Provision Act 1982 (NSW Statute)?
 - Encroachment of Building Act 1922 (NSW Statute)?
- If so, please advise full details.
26. If the property sold "off-the-plan":-
- the Vendor must provide the Purchaser on or before completion with:-
 - an Occupation Certification (or a copy) issued as required by Section 109M(1) Of the Environmental Planning and Assessment Act 1979.
 - a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.
 - a Building Certification (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.
 - Evidence that a final Fire Safety Certificate has been issued for the building.
 - Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.
 - The Vendor must comply with Clause 28.2 before completion.
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?
28. If a Swimming Pool is included in the sale:-
- was its construction approved by the Local Council? Please furnish a copy of such approval.
 - have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?
 - the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?
 - All pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.
29. If the Vendor is a company, are any of its officers aware of:-
- a resolution having been passes to wind up the company?
 - a summons having been filed to wind up the company?
 - the appointment of a receiver?
 - an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?
 - any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?
 - the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.
31. If the Vendor is an executor and/or trustee:-
- The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt.
 - Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?
 - Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.
 - If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.
32. In the case of Old System Title land:-
- The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.
 - The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.
 - As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.
 - The Vendor must comply with Clauses 25.2 and 25.8 before completion.
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-

- (a) Please produce before completion a copy of the registered Power of Attorney, and
 - (b) Written evidence should be provided at settlement of its non-revocation.
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?
36. Satisfactory evidence must be produced before completion that any:-
- (a) improvements erected over the sewer, and/or
 - (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.
37. Is there any encroachment:-
- (a) onto any adjoining land by any improvements erected on the subject land?
 - (b) by any improvements erected on adjoining land onto the subject land to the vendors knowledge? If so, please give details of any such notice or order before completion.
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.
39. The Vendor must comply with Clause 4.2.
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.

STANDARD REPLIES TO RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

1. Noted, subject to Contract
2. Noted, subject to Contract
3. Noted, subject to Contract
4. Noted, subject to Contract
5. Not to the Vendor's knowledge
6. (a) Not to the Vendor's knowledge. The Purchaser should make their own enquiries
(b) Not to the Vendor's knowledge. The Purchaser should make their own enquiries
7. Other than disclosed in the Contract, the Vendor has no information
8. (a) Other than disclosed in the Contract, the Vendor has no information
(b) Other than disclosed in the Contract, the Vendor has no information
9. Not so far as the Vendor is aware
10. The Vendor has no information
11. (a) Copy of Residential Tenancy Agreement attached to the contract
(b) Not as far as Vendor is aware
(c) Usual adjustments will be adjusted on settlement, rent to be adjusted by the managing agents.
(d) Not applicable
(e) Not applicable
(f) Noted
12. The Vendor relies upon the Contract
13. Noted, subject to Contract
14. Noted, subject to Contract
15. (a) No
(b) No
16. Noted
17. No
18. Other than disclosed in the Contract, the Vendor has no information
19. Not so far as the Vendor is aware
20. (a) Noted, subject to Contract
(b) Noted, subject to Contract
(c) Noted, subject to Contract
21. Not far as the Vendor is aware
22. (a) Not as far as Vendor is aware
(b) Not as far as Vendor is aware
(c) Not as far as Vendor is aware
23. No
24. (a) Other than disclosed in the Contract, the Vendor has no information
(b) Other than disclosed in the Contract, the Vendor has no information
(c) Other than disclosed in the Contract, the Vendor has no information
(d) Other than disclosed in the Contract, the Vendor has no information
(e) Other than disclosed in the Contract, the Vendor has no information
(f) Other than disclosed in the Contract, the Vendor has no information
(g) Other than disclosed in the Contract, the Vendor has no information
(h) Other than disclosed in the Contract, the Vendor has no information
25. (a) No, other than disclosed in the Contract
(b) No, other than disclosed in the Contract
(c) No, other than disclosed in the Contract
(d) No, other than disclosed in the Contract
26. Not applicable
27. Not applicable
28. Not applicable
29. Not applicable
30. No
31. (a) Noted
(b) No
(c) Not applicable
(d) Noted

32. Not applicable
33. Not applicable
34. Not applicable
35. Not to the Vendor's knowledge. The Purchaser should make their own enquiries
36. (a) Not applicable
(b) Not applicable
37. (a) Not as far as Vendor is aware
(b) Not as far as Vendor is aware
38. Not to the Vendors knowledge
39. Noted, subject to Contract
40. Noted
41. Not applicable



FOLIO: 3020/1218637

SEARCH DATE	TIME	EDITION NO	DATE
14/1/2025	3:35 PM	4	7/6/2022

LAND

LOT 3020 IN DEPOSITED PLAN 1218637
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1218637

FIRST SCHEDULE

SHUK FAN IVY LAU (T AN445290)

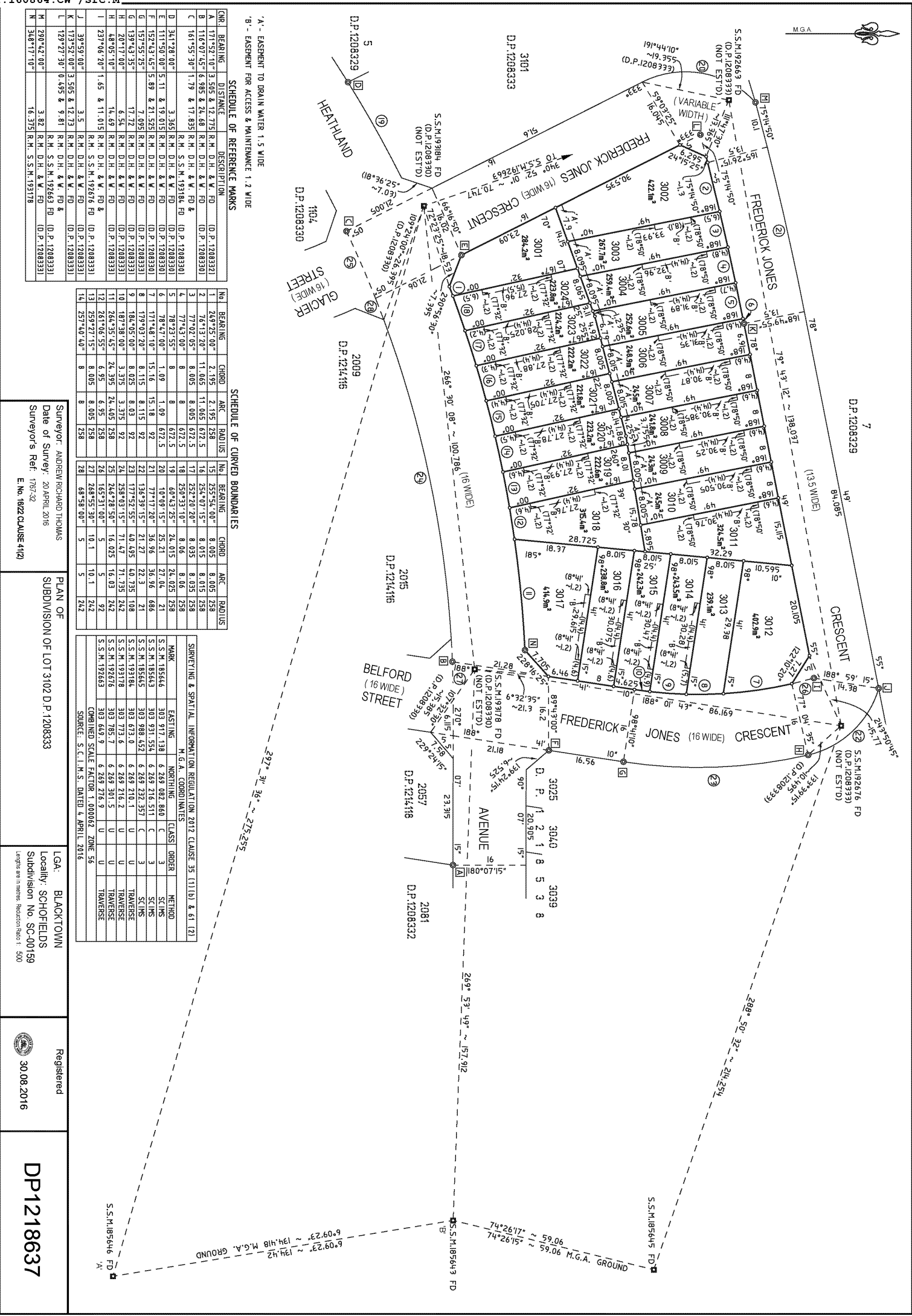
SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 M819709 COVENANT
- 3 DP1208329 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1208333 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1218637 EASEMENT FOR ACCESS & MAINTENANCE 1.2 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP1218637 EASEMENT FOR ACCESS & MAINTENANCE 1.2 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1218637 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 8 DP1218637 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 9 DP1218637 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 10 AS195404 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SCHEDULE OF REFERENCE MARKS

CR.	BEARING	DISTANCE	DESCRIPTION	(D.P.)
A	171°52'10"	3.505 & 12.775	R.M. D.H. & W. PD	(D.P. 1208332)
B	116°07'45"	6.985 & 24.68	R.M. D.H. & W. PD	(D.P. 1208330)
C	161°55'30"	1.79 & 17.835	R.M. D.H. & W. PD	(D.P. 1208330)
D	341°28'00"	3.365	R.M. D.H. & W. PD	(D.P. 1208330)
E	111°50'00"	5.11 & 19.015	R.M. D.H. & W. PD	(D.P. 1208330)
F	157°43'45"	5.89 & 21.525	R.M. D.H. & W. PD	(D.P. 1208330)
G	151°55'25"	7.085	R.M. D.H. & W. PD	(D.P. 1208330)
H	201°17'00"	14.69	R.M. D.H. & W. PD	(D.P. 1208330)
I	48°05'10"	14.69	R.M. D.H. & W. PD	(D.P. 1208330)
J	231°06'20"	1.65 & 11.015	R.M. D.H. & W. PD	(D.P. 1208330)
K	33°59'00"	3.5	R.M. D.H. & W. PD	(D.P. 1208330)
L	173°52'00"	3.505 & 12.775	R.M. D.H. & W. PD	(D.P. 1208330)
M	179°27'30"	0.495 & 9.81	R.M. D.H. & W. PD	(D.P. 1208330)
N	280°42'00"	3.82	R.M. D.H. & W. PD	(D.P. 1208330)
O	348°17'10"	16.375	R.M. S.S.M. 193178	(D.P. 1208330)

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS
1	249°25'00"	2.195	2.195	258	15	255°54'00"	8.005	8.005	258
2	76°13'20"	11.065	11.065	672.5	16	256°07'15"	8.015	8.015	258
3	77°52'05"	8.005	8.005	672.5	17	257°20'20"	8.035	8.035	258
4	77°43'00"	8	8	672.5	18	258°31'10"	8.06	8.06	258
5	78°23'55"	8	8	672.5	19	259°33'10"	8.06	8.06	258
6	78°47'00"	1.09	1.09	672.5	20	10°09'15"	25.21	27.04	21
7	171°48'10"	15.16	15.18	92	21	77°17'20"	36.96	36.96	666
8	176°03'20"	8.115	8.115	92	22	136°59'15"	21.27	22.3	21
9	184°05'00"	8.025	8.03	92	23	177°52'55"	40.695	40.735	108
10	181°28'00"	3.375	3.375	92	24	258°03'15"	71.427	71.235	242
11	264°35'45"	24.395	24.405	258	25	242°28'50"	16.025	16.03	242
12	261°06'55"	6.935	6.935	258	26	105°21'00"	5	92	92
13	259°27'15"	8.005	8.005	258	27	268°53'30"	10.1	10.1	242
14	257°40'40"	8	8	258	28	68°58'00"	5	5	242

SURVEYING & SPATIAL INFORMATION REGULATORY 2012 CLAUSE 35 (1)(b) & 61 (2)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
S.S.M. 185446	303 917.138	6 249 892.880	C	3	SCIPMS
S.S.M. 185443	303 911.554	6 249 216.511	C	3	SCIPMS
S.S.M. 185445	303 988.452	6 249 232.557	C	3	SCIPMS
S.S.M. 193178	303 673.0	6 249 210.2	U	U	TRANSVERSE
S.S.M. 193178	303 773.6	6 249 216.2	U	U	TRANSVERSE
S.S.M. 192476	303 765.7	6 249 201.5	U	U	TRANSVERSE
S.S.M. 192683	303 443.9	6 249 216.3	U	U	TRANSVERSE


Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 20 APRIL 2016
 Surveyor's Ref: 176732
 E.No. 1822 CLAUSE 41(2)

PLAN OF SUBDIVISION OF LOT 3102 D.P. 1208333

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No. SC-00159
 Lengths are in metres. Reduction Factor: 1 500

Registered 30.08.2016


DP1218637

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  30.08.2016 Title System: TORRENS Purpose: SUBDIVISION	DP1218637	
PLAN OF SUBDIVISION OF LOT 3102 D.P.1208333	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 20 APRIL 2016 *(b) The part of the land shown in the plan(*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature <i>Andrew R. Thom</i> Dated: 21/04/2016 Surveyor ID: 247 Datum Line: 'A' - 'B' Type: *Urban/*Rural- The Terrain is *Level-Undulating/ *Steep-Mountainous- *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <i>Judith Portelli</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <i>Judith Portelli</i> Accreditation number: <i>UNA</i> Consent Authority: <i>BLACKTOWN CITY COUNCIL</i> Date of endorsement: <i>17 AUGUST 2016</i> Subdivision Certificate number: <i>16-00159</i> File number: <i>DA-14-02279</i> *Strike through inapplicable parts.		
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey/compilation D.P. 1208330 D.P. 1208332 D.P. 1208333 D.P. 1218538 D.P. 1214116 D.P. 1214118 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 1767-32 E. No. 16/22 CLAUSE 41(2)	

CAD REF: Z:\1767 Schofields Road\CR_PLANS\1767G S32 [01] - S.E. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  30.08.2016

Office Use Only

Office Use Only

PLAN OF
 SUBDIVISION OF LOT 3102 D.P.1208333

DP1218637

Subdivision Certificate number: 16-00159
 Date of Endorsement: 17/8/16

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

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3001	37	FREDERICK JONES	CRESCENT	SCHOFIELDS
3002	33	FREDERICK JONES	CRESCENT	SCHOFIELDS
3003	31	FREDERICK JONES	CRESCENT	SCHOFIELDS
3004	29	FREDERICK JONES	CRESCENT	SCHOFIELDS
3005	27	FREDERICK JONES	CRESCENT	SCHOFIELDS
3006	25	FREDERICK JONES	CRESCENT	SCHOFIELDS
3007	23	FREDERICK JONES	CRESCENT	SCHOFIELDS
3008	21	FREDERICK JONES	CRESCENT	SCHOFIELDS
3009	19	FREDERICK JONES	CRESCENT	SCHOFIELDS
3010	17	FREDERICK JONES	CRESCENT	SCHOFIELDS
3011	15	FREDERICK JONES	CRESCENT	SCHOFIELDS
3012	11	FREDERICK JONES	CRESCENT	SCHOFIELDS
3013	9	FREDERICK JONES	CRESCENT	SCHOFIELDS
3014	7	FREDERICK JONES	CRESCENT	SCHOFIELDS
3015	5	FREDERICK JONES	CRESCENT	SCHOFIELDS
3016	3	FREDERICK JONES	CRESCENT	SCHOFIELDS
3017	1	FREDERICK JONES	CRESCENT	SCHOFIELDS
3018	52	HEATHLAND	AVENUE	SCHOFIELDS
3019	54	HEATHLAND	AVENUE	SCHOFIELDS
3020	56	HEATHLAND	AVENUE	SCHOFIELDS
3021	58	HEATHLAND	AVENUE	SCHOFIELDS
3022	60	HEATHLAND	AVENUE	SCHOFIELDS
3023	52	HEATHLAND	AVENUE	SCHOFIELDS
3024	64	HEATHLAND	AVENUE	SCHOFIELDS

SOURCE: BLACKTOWN CITY COUNCIL

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

TO CREATE:


1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR ACCESS AND MAINTENANCE 1.2 WIDE
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet


Surveyor's Reference: **1767-32** E. No. 16/22 CLAUSE 41(2)


DEPOSITED PLAN ADMINISTRATION SHEET

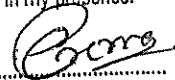
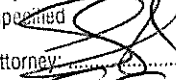
Sheet 3 of 3 sheet(s)

Registered:  30.08.2016	Office Use Only
PLAN OF SUBDIVISION OF LOT 3102 D.P.1208333	Office Use Only <h1 style="text-align: center;">DP1218637</h1>
Subdivision Certificate number: <u>16-00159</u> Date of Endorsement: <u>17/8/16</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY:
 WINYON CATALINA ALEX AVENUE NOMINEE NO.1 PTY LTD
 ACN 166 417 401


 LARA MULLIGAN
 DIRECTOR


 DANIEL HARGRAVES
 SECRETARY

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Paerens Lopez</u>	Attorney's name: <u>Sam H</u>
Address of witness: <u>Level 9, 201 Sussex St Sydney NSW 2000</u>	Attorney's position: <u>Manager</u>
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney -Book: No: <u>474</u> 1548	

If space is insufficient use additional annexure sheet

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 6 Sheets

Plan:


Plan of Subdivision of Lot 3102
 DP 1208333 covered by Council's
 Subdivision Certificate No. 16-00159

DP1218637

<u>Full Name and address of Proprietor of land:</u>	WINTON CATALINA ALEX AVENUE NOMINEE No. 1 PTY LTD ACN 166 417 401 LEVEL 2 87-95 PITT STREET SYDNEY NSW 2000
---	--

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	3002 3003 3004 3005 3006 3007 3008 3009 3010	3003 to 3011 inclusive 3004 to 3011 inclusive 3005 to 3011 inclusive 3006 to 3011 inclusive 3007 to 3011 inclusive 3008, 3009, 3010, 3011 3009, 3010, 3011 3010, 3011 3011

APPROVED BY BLACKTOWN COUNCIL

 -General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan:

Plan of Subdivision of Lot 3102
 DP 1208333 covered by Council's
 Subdivision Certificate No. 16-00159

DP1218637

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:-
2.	Easement for Access & Maintenance 1.2 Wide	3003 3004 3005 3006 3007 3008 3009 3010 3011 3014 3015 3016 3017 3018 3019 3020 3021 3022 3023 3024	3002 3003 3004 3005 3006 3007 3008 3009 3010 3013 3014 3015 3016 3019 3020 3021 3022 3023 3024 3001
3.	Restriction on Use of Land	Every lot 3001 to 3024 inclusive	Blacktown City Council
4.	Restriction on Use of Land	Every lot 3001 to 3024 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL
 -General Manager / Authorised Officer



Lengths are in Metres

Sheet 3 of 6 Sheets

Plan:

Plan of Subdivision of Lot 3102
DP 1208333 covered by Council's
Subdivision Certificate No. 16-00159

DP1218637

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	Every lot 3001 to 3024 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL
-General Manager / Authorised Officer



Lengths are in Metres

Sheet 4 of 6 Sheets

Plan:

Plan of Subdivision of Lot 3102
DP 1208333 covered by Council's
Subdivision Certificate No. 16-00159

DP1218637

Part 2

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

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

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

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

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

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

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

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

The Authority having the power to release, vary or modify the terms of the easement numbered 2 in the abovementioned plan is Blacktown City Council.

APPROVED BY BLACKTOWN COUNCIL
-General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 6 Sheets

Plan:

Plan of Subdivision of Lot 3102
DP 1208333 covered by Council's
Subdivision Certificate No. 16-00159

DP1218637

Part 2 (cont)

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

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

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

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.

No development shall be permitted on the lot hereby burdened unless it is to be developed in accordance with the development consent having Notice of Determination No. 14-2279 issued by the Council of the City of Blacktown on 18 May 2015.

Blacktown City Council will raise no objection to the extinguishing of this restriction in respect of a lot hereby burdened when development is completed on that lot in accordance with Determination No 14-2279 dated 18 May 2015.

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

APPROVED BY BLACKTOWN COUNCIL



-General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 6 Sheets

Plan:

Plan of Subdivision of Lot 3102
DP 1208333 covered by Council's
Subdivision Certificate No. 16-00159

DP1218637

Part 2 (cont)

NOMINEE *WMA*
EXECUTED by WINTON CATALINA ALEX)
AVENUE No. 1 PTY LTD)
ACN 166 417 410)

in accordance with section 127 of the
Corporations Act:

[Signature]
.....
Signature of Director

[Signature]
.....
Signature of Director/Secretary

LARA MULLIGAN
.....
Name of Director

DANIEL HINGRAVES
.....
Name of Director/Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: <i>[Signature]</i>	Signature of attorney: <i>[Signature]</i>
Name of witness: <i>[Signature]</i>	Attorney's name: <i>S. Small</i>
Address of witness: <i>Level 9, 201 Sussex St, Sydney NSW - 2000</i>	Attorney's position: <i>Manager</i>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: <i>7548</i> No: <i>494</i>

BLACKTOWN CITY COUNCIL

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

APPROVED BY BLACKTOWN COUNCIL

-General Manager/ Authorised Officer

REGISTERED



30.08.2016

RP 13A

M819709

WSP
 Copying of caveat
 20-10-17
 12 JUL 19 PM 2:3
 OFFICE USE ONLY
 BFX W
 \$12



NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is unsuitable.
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.
 (a) Full name, address and occupation of transferor.

(a) NORA AUSTIN GEDDES of Canowindra, Widow

hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) Transfer and Grant of Easement for Transmission Line No. 1.92716C

in consideration of ONE HUNDRED AND THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$ 137,500.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) FREDERICK JONES hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) FREDERICK JONES of Corner Arnott and Railway Roads, Marayong, Farmer

hereinafter referred to as the TRANSFEEE

an estate in fee simple^(b)
 in the land described in the following schedule

(f) Insert lot and plan number, section etc. See also sections 327 and 327AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	FoEo				
<u>5043</u>	<u>203</u>	<u>PART</u>	<u>BRING Lot 1 in Deposited Plan No. 555847</u>	<u>CUMBERLAND</u>	<u>GIDLEY</u>

now being land comprised in
 Cert of Title, Vol/1932-101-207 PL

121

(b) Here insert any easement restrictive covenants exceptions intended to be included. Easements or restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and other margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

A N D the Transferee for himself and his assigns hereby for the benefit of the adjoining land being Lot 2 in Deposited Plan No. 555847 but only during the ownership thereof by the Transferor her executors administrators and assigns other than Purchases on sale covenants with the Transferor her executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor her executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor her executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected A N D this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

6062 RP-1E

6062 RP-1E

Dated at Sydney this 18th day of July 1972

Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

(a) Signed in my presence by the transferor who is personally known to me

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.

R. Hodgson
Signature of witness
R. Hodgson
Name of witness (BLOCK LETTERS)
Solicitor
Qualification of witness

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.

(1)

Where executed in foreign country — an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(b) Signed in my presence by the transferee who is personally known to me

(i) Repeat attestation clause &c., if necessary.

(ii) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty or delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

M. Clare
Signature of witness
M. C. CLARE
SOLICITOR
PARRAMATTA
Address of witness


(iii) May be witnessed by any responsible person not being a party to this dealing.

M. Giddens
Transferor

(c) Accepted and certified correct for the purposes of the Real Property Act, 1900.

Frederick Jones
Transferee

M819709

DEPARTMENTAL USE ONLY TRANSFER <i>6/1/72 a. v.</i>		TO BE COMPLETED BY LODGING PARTY Lodged by TEECE, HODGSON & WARD Address: SOLICITORS 280 GEORGE STREET, Phone No. SYDNEY 2000 Documents lodged herewith 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	
Checked Passed <i>ES</i> 4-9-72 Signed <i>ES</i>	REGISTERED 12-10-1972  Registrar General	Received Documents _____	Receiving Clerk _____

Leaving 1 Contact Mark X

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾
 Authority is hereby given for the use of _____
 (insert reference to certificates, grants or dealings) lodged
 in connection with _____ (insert number of plan or dealing) for the
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.
 Signed at _____
 the _____ day of _____ 19____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19____
 and declared that he personally knew _____

 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

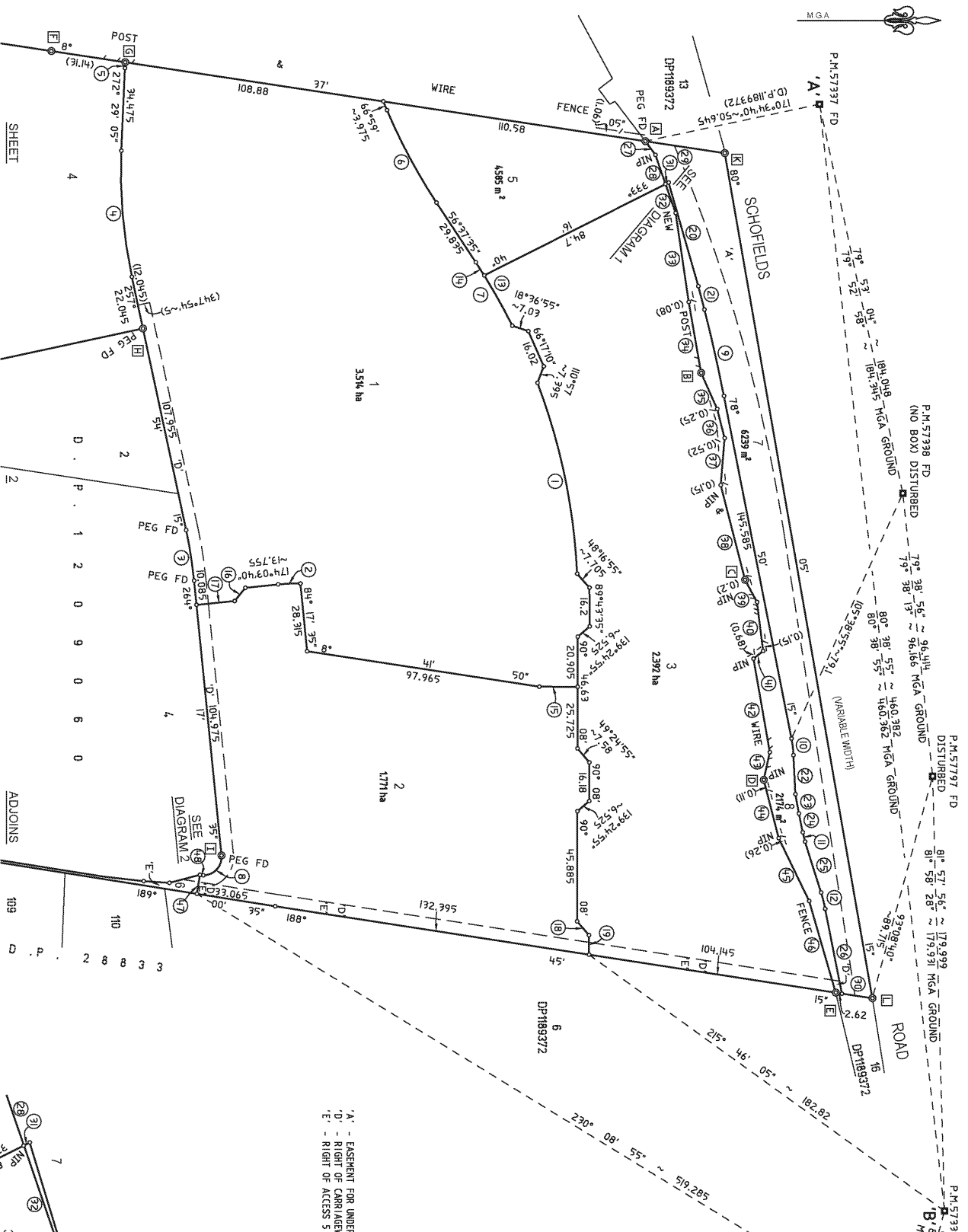
 Signature

 Name (BLOCK LETTERS)

 Qualification

(m) Not required where dealing attested in accordance with note (h); in other cases to be signed by one of the persons referred to in note (h).

EXTRA FEES: \$10.709
 Copy of Deed \$1.00



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	233°32'	0.92	G.I.P. FD (D.P. 1189372)
B	172°00'25"	0.53	G.I.P. FD (D.P. 1209060)
C	146°15'25"	0.605	G.I.P. FD (D.P. 1209060)
D	179°22'	0.42	G.I.P. FD (D.P. 1189372)
E	177°22'	9.92	G.I.P. FD (D.P. 1189372)
F	98°37'	1.465	G.I.P. FD (D.P. 1203464)
G	239°29'45"	2.615	G.I.P. FD (D.P. 1209060)
H	111°59'	16.54	G.I.P. FD (D.P. 1209060)
I	62°41'45"	11.11	G.I.P. FD (D.P. 1209060)
J	141°39'35"	21.47	G.I.P. FD (D.P. 1209060)
K	34°56'25"	23.035	G.I.P.
L	34°56'25"	23.035	G.I.P.

LIP - DEMONSTRATE IN POST (D.P. 1209060)

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD ARC	RADIUS
1	78°11'35"	81.325	81.665
2	127°45'00"	9.265	9.27
3	124°05'52"	21.4	21.41
4	265°11'40"	52.79	52.935
5	272°43'35"	2.415	2.415
6	61°48'35"	43.772	43.78
7	60°00'40"	30.465	30.485
8	316°39'00"	11.875	13.705
9	77°17'35"	36.96	36.965
10	83°19'05"	6.985	6.99
11	75°42'10"	6.95	6.95
12	75°42'10"	6.95	6.95
13	240°43'40"	24.025	24.035
14	237°20'35"	6.45	6.45

SCHEDULE OF LINES

NO.	BEARING	DISTANCE
15	0°00'00"	7.085
16	127°45'00"	16.14
17	174°17'35"	18.585
18	49°28'35"	7.585
19	90°07'40"	8.09
20	73°07'15"	44.765
21	75°15'10"	10.1
22	87°12'05"	16.29
23	79°26'25"	8.18
24	78°51'00"	7.99
25	72°34'00"	22.27
26	78°50'20"	36.035
27	53°37'15"	7.07
28	70°51'45"	12.9
29	83°37'05"	33.5
30	188°45'15"	12.885
31	153°17'17"	0.665
32	70°51'45"	12.75
33	81°36'55"	37.515
34	80°05'15"	30
35	64°03'05"	16.49
36	75°30'55"	12.54
37	91°49'55"	19.465
38	75°39'25"	40.785
39	61°54'35"	10.505
40	82°52'45"	20.525
41	141°02'15"	5.15
42	80°05'15"	39.5
43	102°20'10"	11.885
44	75°30'45"	25.08
45	64°08'05"	29.105
46	73°51'35"	39.775
47	99°21'45"	8
48	6°15'45"	0.34

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61(2))

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M. 57337	303 501.046	6 289 310.717	56	B	2
P.M. 57338	303 763.136	6 289 343.102	56	B	2
P.M. 57339	304 035.919	6 289 385.525	56	B	2
P.M. 57340	304 302.395	6 289 426.471	56	B	2
P.M. 57341	303 857.739	6 289 360.402	56	B	2

COMBINED SCALE FACTOR 1.000064
SOURCE: S. C. I. M. S. DATED 24 MARCH 2015

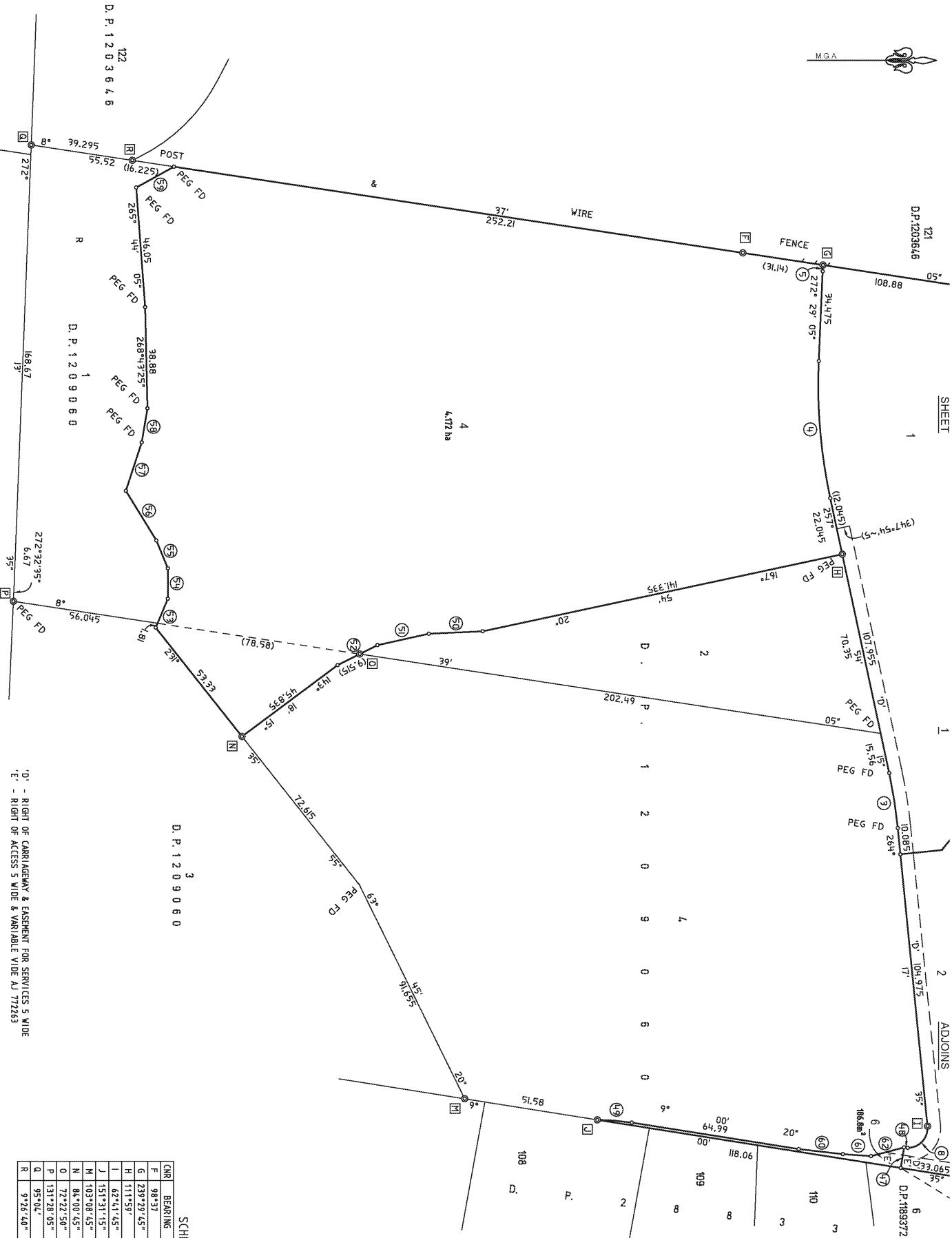
SURVEYOR: ANDREW RICHARD THOMAS
Date of Survey: 28 APRIL 2015
Surveyor's Ref: 1767 - RESIDUE

PLAN OF SUBDIVISION OF LOT 7 & 8 D.P. 1209060 & LOTS 14 & 15 D.P. 1189372

LOCALITY: BLACKTOWN
Subdivision No.: 13272
Land is in reserve. Reduction Ratio: 1:1200

Registered
02 09 2015

DP1208329



SCHEDULE OF LINES

NO	BEARING	DISTANCE
47	99°21'45"	8
48	6°15'45"	0.34
50	177°27'10"	20.705
51	167°28'40"	20.21
52	153°26'25"	17.155
53	292°49'20"	12.005
54	270°00'25"	11.7
55	247°40'40"	11.555
56	238°22'30"	22.38
57	288°02'40"	19.6
58	279°37'55"	13.215
59	351°49'45"	16.530
60	3°59'30"	17.025
61	3°59'30"	17.025
62	345°19'50"	13.175

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
3	261°05'55"	21.4	21.41	192
4	265°11'40"	52.79	52.935	298
5	272°43'10"	2.415	2.415	295
8	316°39'00"	11.875	13.705	7.5
49	4°39'00"	13.285	13.3	87.5

SCHEDULE OF REFERENCE MARKS

CHR	BEARING	DISTANCE	DESCRIPTION
E	98°37'	1.465	G.I.P. - FD (D.P. 1203646)
G	239°29'45"	2.615	G.I.P. - FD (D.P. 1209060)
H	111°45'9"	16.54	G.I.P. - FD (D.P. 1209060)
I	62°41'45"	11.11	G.I.P. - FD (D.P. 1209060)
J	151°31'15"	28.315	G.I.P. - FD (D.P. 1209060)
M	103°08'45"	13.62	G.I.P. - FD (D.P. 1209060)
N	84°00'45"	23.385	G.I.P. - FD (D.P. 1209060)
O	72°22'56"	6	G.I.P. - FD (D.P. 1209060)
P	131°28'05"	5.295	G.I.P. - FD (D.P. 1209060)
Q	95°04'	5.48	G.I.P. - FD (D.P. 1203646)
R	97°26'40"	17.8	D.H. ONLY - FD (D.P. 1203646)

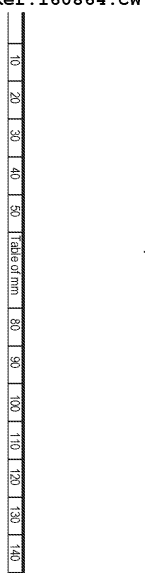
Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 28 APRIL 2015
Surveyor's Ref: 1767 - RESIDUE

PLAN OF SUBDIVISION OF LOT 7 & 8 D.P. 1209060 & LOTS 14 & 15 D.P. 1189372

LGA: BLACKTOWN
Locality: SCHOFFELDS
Subdivision No.: 13272
Lengths are in metres. Reduction Factor: 1 000

Registered 02 09 2015

DP1208329




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 3~~2~~ sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  02.09.2015 Title System: TORRENS Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="font-size: 2em; text-align: center; margin-top: 20px;">DP1208329</p>
<p>PLAN OF SUBDIVISION OF LOT 7 & 8 D.P.1209060 & LOTS 14 & 15 D.P.1189372</p>	<p>LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>28 APRIL 2015</u> *(b) The part of the land shown in the plan(*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature: <u>Andrew R. Thomas</u> Dated: <u>30 APRIL 2015</u> Surveyor ID: <u>247</u> Datum Line: <u>'A' - 'B'</u> Type: *Urban/*Rural The Terrain is *Level Undulating / *Steep Mountainous *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Judith Portelli</u> Accreditation number: <u>N/A</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of endorsement: <u>7 JULY 2015</u> Subdivision Certificate number: <u>13272</u> File number: <u>DAP-14-1071</u> *Strike through inapplicable parts.</p>	<p>Plans used in the preparation of survey/compilation D.P. 1189372 D.P. 1203646 D.P. 1209060</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 1767 - RESIDUE</p>

CAD REF: Z:\1767 Schofields Road\CR_PLANS\1767G S8 S01 [02] - G.W.E. - A.R.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ~~3~~ sheet(s)

Registered:  02.09.2015 Office Use Only

PLAN OF
 SUBDIVISION OF LOT 7 & 8 D.P.1209060
 & LOTS 14 & 15 D.P.1189372

Subdivision Certificate number: 13272
 Date of Endorsement: 7/7/15

DP1208329

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE				

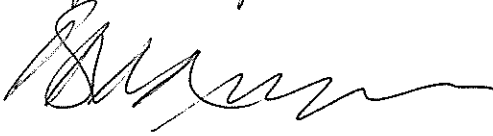
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 5 WIDE
2. RESTRICTION ON USE OF LAND

B Jones

B Jones

Executed by *Winton Catalina Alex Avenue Nominees No.1 Pty Ltd*
 (ACN 166 417 401) in accordance with Section 127
 of the Corporations Act



LARA BETH MULLIGAN
 (DIRECTOR)



DANIEL TERRENCE HARGRAVES
 (DIRECTOR/SECRETARY)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1767 - RESIDUE


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  02.09.2015 Office Use Only

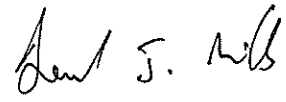
PLAN OF
SUBDIVISION OF LOT 7 & 8 D.P.1209060
& LOTS 14 & 15 D.P.1189372

Subdivision Certificate number:13272.....
Date of Endorsement:7 JULY 2015.....

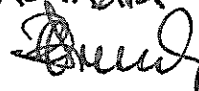
Office Use Only
DP1208329

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

BERNARD JOSEPH MILLS
PRINCIPAL MANAGER INFRASTRUCTURE
PROPERTY - ROADS + MARITIME SERVICES



Executed by the Principal Property
Services Manager pursuant to
Delegation Book 4623 No 148

Witnessed by: 
36 A Akana Drive
West Pennant Hills
NSW 2125

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1767 - RESIDUE

CAD REF: Z:\1767 Schofield Rd\Road\PLANS\1767G 58 501 (02) - G.W.E. - A.R.T

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 ⁴ 3 Sheets

Plan:

Plan of Subdivision of Lots 7 & 8 D.P. 1209060 & Lots 14 & 15 D.P. 1189372 covered by Council's Subdivision Certificate No. 13272 Dated 07.07.2015

DP1208329

Full Name and address of Proprietor of land: 7/1209060+ 8/1209060	BARRY FREDERICK JONES ROBERT STANLEY JONES 34 Schofields Road SCHOFIELDS NSW 2762
---	--

14/1189372+15/1189372 Part 1 LEVEL 5 ROADS + MARITIME SERVICE ARGYLE ST PARRAMATTA NSW 2150

	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.	Right of Carriageway & Easement for Services 5 Wide	1 2 3 8	4 1, 4, 6 1, 2, 4, 6 1, 2, 3, 4, 6
2.	Restriction on Use of Land	Each lot 1 to 8 inclusive	Blacktown City Council

Part 2

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

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 as amended together with an Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 as amended.

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

APPROVED BY BLACKTOWN CITY COUNCIL

 -General Manager/ Authorised Officer

Lengths are in Metres

Sheet 2 of 4 Sheets

Plan:

Plan of Subdivision of Lot 7 & 8 D.P.
1209060 & Lots 14 & 15 D.P. 1189372
covered by Council's Subdivision
Certificate No. 13272
Dated 07.07.2015


DP1208329

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL


.....
-General Manager/ Authorised Officer

Lengths are in Metres

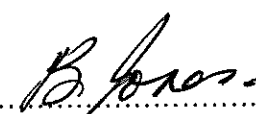
Plan:


Plan of Subdivision of Lot\$ 7 & 8 D.P.
1209060 & Lots 14 & 15 D.P. 1189372
covered by Council's Subdivision
Certificate No. 13272
Dated 07.07.2015

DP1208329

Part 2 (cont)

SIGNED in my presence by)
BARRY FREDERICK JONES)
who is personally known to me:)

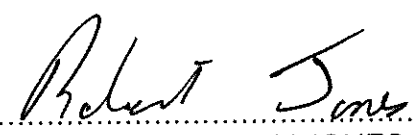

.....
BARRY FREDERICK JONES

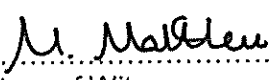

.....
Signature of Witness

MATTHEW MATTHEWS 110 LIVERPOOL ST
.....
Name and Address of Witness (BLOCK LETTERS)
PADDINGTON

110 LIVERPOOL ST, PADDINGTON
.....
Address of Witness (BLOCK LETTERS)


SIGNED in my presence by)
ROBERT STANLEY JONES)
who is personally known to me:)


.....
ROBERT STANLEY JONES


.....
Signature of Witness

MATTHEW MATTHEWS
.....
Name and Address of Witness (BLOCK LETTERS)

110 LIVERPOOL ST, PADDINGTON
.....
Address of Witness (BLOCK LETTERS)

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL
-General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 4 Sheets

Plan:

Plan of Subdivision of Lot\$ 7 & 8 D.P.
1209060 & Lots 14 & 15 D.P. 1189372
covered by Council's Subdivision
Certificate No. 13272
Dated 07.07.2015

DP1208329

Part 2 (cont)

BERNARD JOSEPH MILLS
PRINCIPAL MANAGER INFRASTRUCTURE
PROPERTY - RUMS + MARITIME SERVICES
Bern J. Mills

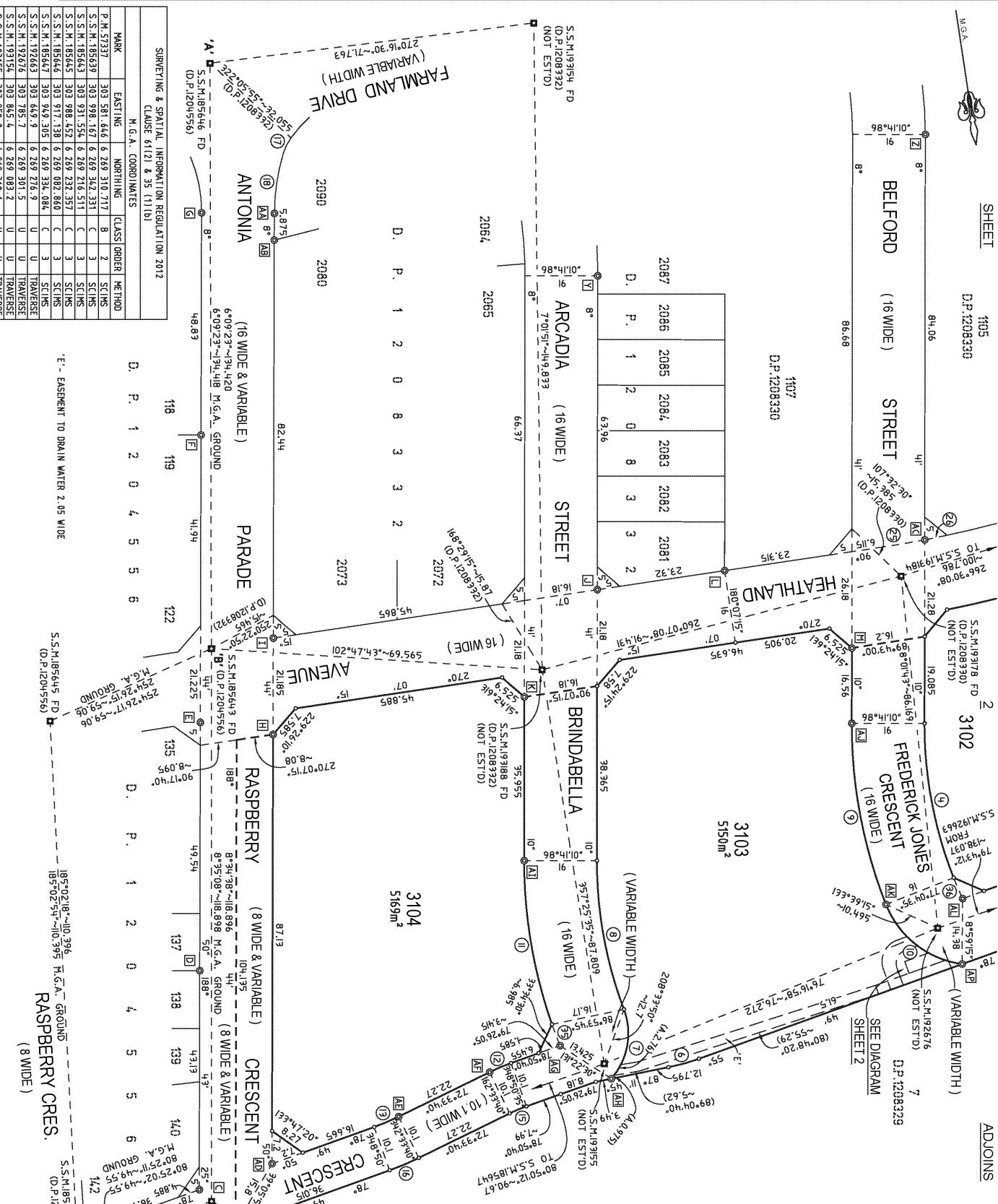
Executed by the Principal Property
Services Manager pursuant to
Delegation Book 4623 No 148

Witnessed by: *Arindra Prasad*
[Signature]
36A Mana Drive
West Pennant Hills
NSW 2125

REGISTERED  02.09.2015

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



No.	BEARING	DISTANCE	DESCRIPTION
A	35°42'35"	2.34	R.M. D.H. & W. FD (D.P. 1208333)
B	289°42'00"	0.71	R.M. S.S.M.185649 FD (D.P. 1204556)
C	98°30'00"	2.73	R.M. S.S.M.185647 FD (D.P. 1204556)
D	146°11'35"	10.02	R.M. D.H. & W. FD (D.P. 1204556)
E	59°05'00"	0.815	R.M. D.H. & W. FD (D.P. 1204556)
F	110°37'15"	3.595	R.M. D.H. & W. FD (D.P. 1204556)
G	108°32'30"	3.48	R.M. D.H. & W. FD (D.P. 1204556)
H	46°14'35"	5.275	R.M. D.H. & W. FD (D.P. 1204556)
I	273°19'15"	3.38	R.M. D.H. & W. FD (D.P. 1208332)
J	191°37'35"	1.635	R.M. D.H. & W. FD (D.P. 1208332)
K	229°16'50"	0.765	R.M. D.H. & W. FD (D.P. 1208332)
L	88°04'00"	3.465	R.M. D.H. & W. FD (D.P. 1208332)
M	171°52'00"	3.505	R.M. D.H. & W. FD (D.P. 1208332)
N	152°43'45"	5.89	R.M. D.H. & W. FD (D.P. 1208330)
O	278°10'35"	3.26	R.M. D.H. & W. FD (D.P. 1208332)
P	268°39'45"	3.365	R.M. D.H. & W. FD (D.P. 1208330)
Q	312°51'55"	3.89	R.M. D.H. & W. FD (D.P. 1208332)
R	273°50'00"	3.335	R.M. D.H. & W. FD (D.P. 1208332)
S	116°07'45"	6.985	R.M. D.H. & W. FD (D.P. 1208330)
T	182°52'20"	0.45	R.M. D.H. & W. FD (D.P. 1208330)
U	168°30'10"	3.385	R.M. D.H. & W. FD (D.P. 1208332)
V	158°28'20"	3.54	R.M. D.H. & W. FD (D.P. 1208332)
W	120°50'20"	1.26	R.M. D.H. & W. FD (D.P. 1208332)
X	282°55'20"	4.385	R.M. D.H. & W. FD (D.P. 1208332)
Y	98°48'25"	3.465	R.M. D.H. & W. FD (D.P. 1208332)
Z	139°43'35"	17.72	R.M. D.H. & W. FD (D.P. 1208332)
AA	20°17'00"	6.54	R.M. D.H. & W. FD (D.P. 1208332)
AB	237°06'20"	1.65	R.M. D.H. & W. FD (D.P. 1208332)
AC	39°38'55"	3.5	R.M. D.H. & W. FD (D.P. 1208332)

No.	BEARING	CHORD	ARC	RADIUS
1	177°52'55"	34.655	34.7	92
2	83°18'45"	6.985	6.99	44.43
3	198°58'20"	15.475	16.26	15
4	178°17'05"	33.22	33.405	92
5	357°52'55"	40.495	40.735	108
6	316°39'15"	21.27	22.3	21
7	358°57'25"	36.505	36.68	108
8	75°42'10"	5.105	5.11	46.6
9	75°42'10"	5.845	5.845	36.5
10	75°42'10"	4	4	36.5
11	75°42'10"	6.95	6.95	43.5
12	35°00'05"	3.98	4	11.5
13	16°53'40"	13.18	13.225	44.5
14	268°55'30"	10.1	10.1	242
15	267°08'15"	5	5	242
16	347°54'00"	5	5	108
17	165°31'10"	5	5	92

MARK EASTING NORTHING CLASS ORDER METHOD

P.M. 5737	303 581.646	6 249 310.717	8	2	SC/MS
S.S.M.185649	303 898.167	6 249 242.331	C	3	SC/MS
E.S.M.185643	303 831.554	6 249 242.531	C	3	SC/MS
E.S.M.185645	303 838.452	6 249 242.537	C	3	SC/MS
S.S.M.185646	303 917.138	6 249 002.860	C	3	SC/MS
S.S.M.185647	303 949.305	6 249 354.084	C	3	SC/MS
S.S.M.185648	303 649.9	6 249 216.9	U	U	TH/AVERSE
S.S.M.192876	303 785.7	6 249 301.5	U	U	TH/AVERSE
S.S.M.192875	303 845.4	6 249 083.2	U	U	TH/AVERSE
S.S.M.193155	303 859.8	6 249 319.6	U	U	TH/AVERSE
S.S.M.193166	303 598.6	6 249 144.0	U	U	TH/AVERSE
S.S.M.193178	303 773.6	6 249 216.2	U	U	TH/AVERSE
S.S.M.193184	303 673.0	6 249 231.9	U	U	TH/AVERSE
S.S.M.193188	303 803.7	6 249 231.9	U	U	TH/AVERSE

COMBINED SCALE FACTOR 1.000063 ZONE 56
 SOURCE: S. C. I. M. S. DATED 24 MARCH 2016

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 4 APRIL 2016
 Surveyor's Ref: 1787-34

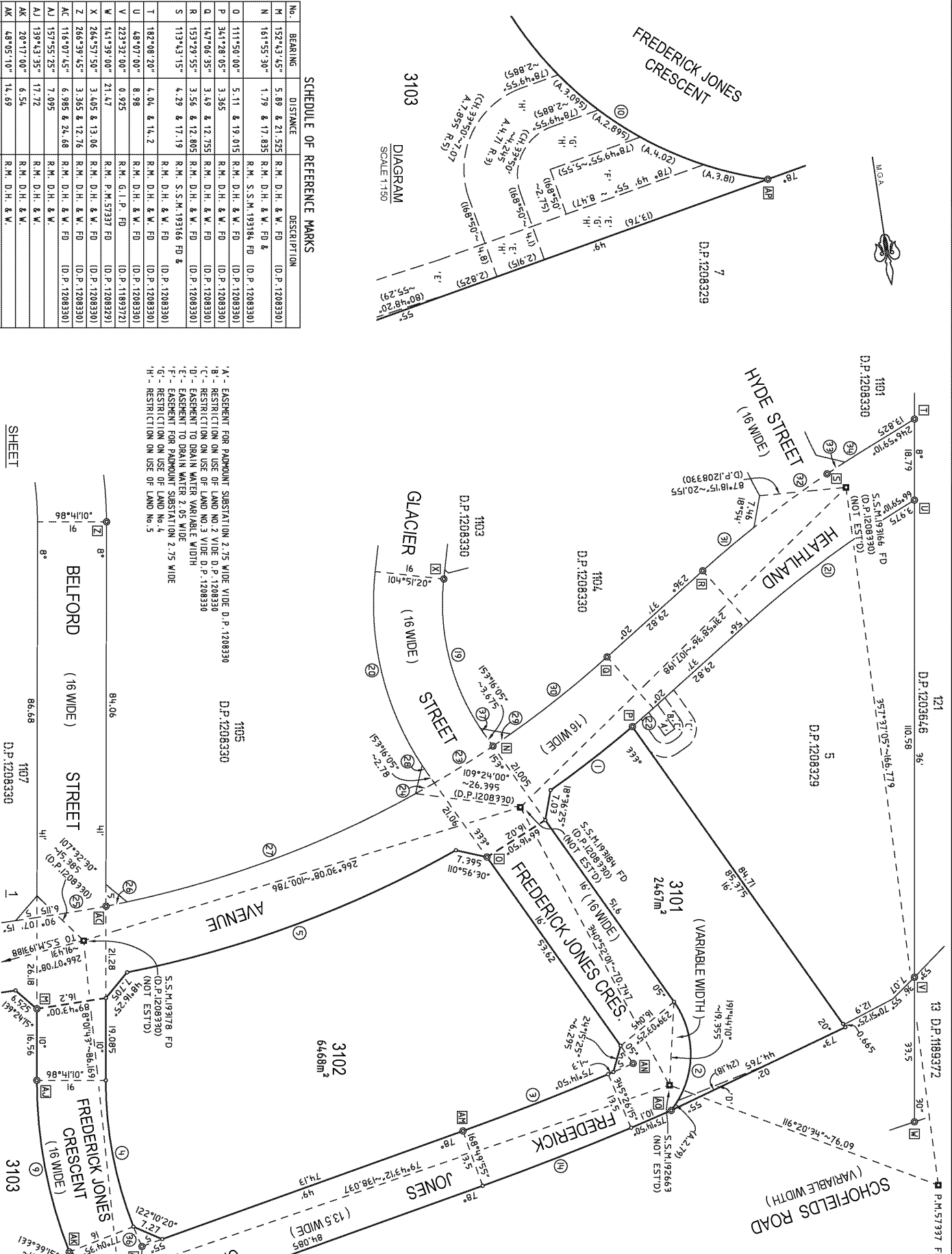
PLAN OF SUBDIVISION OF LOT 3 & 8 D.P. 1208332

Registered
 19.8.2016

DP1208333

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	240°43'25"	24.015	24.025	258
2	190°09'15"	25.21	27.04	21
3	77°17'30"	36.16	36.165	672.5
4	177°52'55"	34.495	34.7	92
5	258°14'20"	81.32	81.66	258
9	357°52'55"	40.495	40.735	108
10	316°59'15"	21.27	22.3	21
14	77°17'20"	36.96	36.96	686
19	174°47'30"	35.68	36.42	52
20	174°59'50"	48.2	47.135	68
21	61°48'15"	43.72	43.78	242
22	57°20'20"	6.46	6.46	258
23	66°28'50"	16.025	16.03	242
24	68°58'10"	5	5	242
25	268°55'30"	10.1	10.1	242
26	267°08'15"	5	5	242
27	258°03'15"	71.47	71.735	242
28	154°12'10"	2.22	2.22	68
29	243°59'30"	5	5	242
30	246°00'35"	28.61	28.625	242
31	238°21'00"	15.57	15.57	258
32	245°24'50"	21.015	21.02	258
33	245°48'10"	5	5	258
34	246°25'20"	5.08	5.08	258
36	160°31'10"	5	5	92
37	153°59'45"	1.325	1.325	52



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
M	152°43'45"	5.89 & 21.525	R.M. D.H. & W. FD (D.P. 1208330)
N	161°55'30"	1.79 & 17.835	R.M. D.H. & W. FD & R.M. S.S.M. 193184 FD (D.P. 1208330)
O	111°50'00"	5.11 & 19.015	R.M. D.H. & W. FD (D.P. 1208330)
P	341°28'05"	3.365	R.M. D.H. & W. FD (D.P. 1208330)
Q	147°06'35"	3.49 & 12.755	R.M. D.H. & W. FD (D.P. 1208330)
R	153°29'55"	3.56 & 12.805	R.M. D.H. & W. FD (D.P. 1208330)
S	113°43'15"	4.29 & 17.19	R.M. S.S.M. 193166 FD & R.M. D.H. & W. FD (D.P. 1208330)
T	182°08'20"	4.04 & 14.2	R.M. D.H. & W. FD (D.P. 1208330)
U	48°07'00"	8.98	R.M. D.H. & W. FD (D.P. 1208330)
V	223°32'00"	0.925	R.M. G.I.P. FD (D.P. 1189372)
W	141°39'00"	21.47	R.M. P.M. 57337 FD (D.P. 1208329)
X	264°57'50"	3.405 & 13.06	R.M. D.H. & W. FD (D.P. 1208330)
Z	266°39'45"	3.365 & 12.76	R.M. D.H. & W. FD (D.P. 1208330)
AC	116°07'45"	6.985 & 24.68	R.M. D.H. & W. FD (D.P. 1208330)
AD	157°55'25"	7.095	R.M. D.H. & W.
AE	139°43'35"	17.72	R.M. D.H. & W.
AK	20°17'00"	6.54	R.M. D.H. & W.
AL	48°05'10"	14.69	R.M. D.H. & W.
AM	237°06'20"	1.65 & 11.015	R.M. D.H. & W. & R.M. S.S.M. 192676
AN	173°52'20"	3.505 & 12.73	R.M. D.H. & W.
AO	290°41'40"	0.495 & 9.81	R.M. D.H. & W. & R.M. S.S.M. 192663
AP	39°58'55"	3.5	R.M. D.H. & W.

- A. - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE VIDE D.P. 1208330
- B. - RESTRICTION ON USE OF LAND NO. 2 WIDE D.P. 1208330
- C. - RESTRICTION ON USE OF LAND NO. 3 WIDE D.P. 1208330
- D. - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- E. - EASEMENT TO DRAIN WATER 2.05 WIDE
- F. - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- G. - RESTRICTION ON USE OF LAND NO. 4
- H. - RESTRICTION ON USE OF LAND NO. 5

SHEET

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 4 APRIL 2016
 Surveyor's Ref: 1767-34

PLAN OF SUBDIVISION OF LOT 3 & 8 D.P. 1208329

LG: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No: 16-00171
 Lengths are in metres. Reduction Ratio: 1:800


Registered 19.8.2016

DP1208333

Doc: R45238 / Doc: DP 1208333 / Rev: 22-Aug-2016 / Pgs: ALL / Prt: 04-May-2018 15:56 / Seq: 2 of 4

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  19.8.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center;">DP1208333</h1>
<p>PLAN OF SUBDIVISION OF LOT 3 & 8 D.P.1208329</p>	<p>LGA: BLACKTOWN</p> <p>Locality: SCHOFIELDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>4 APRIL 2016</u></p> <p>*(b) The part of the land shown in the plan (*being/*excluding <u>.....</u>) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation.</p> <p>*(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature <u>Andrew R. Thomas</u> Dated: <u>5/4/16</u></p> <p>Surveyor ID: <u>247</u></p> <p>Datum Line: <u>'A' - 'B'</u></p> <p>Type: *Urban/*Rural</p> <p>The Terrain is *Level Undulating / *Steep Mountainous</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Judith Portelli</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Asses.S.M.ent Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Judith Portelli</u></p> <p>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>BLACKTOWN CITY COUNCIL</u></p> <p>Date of endorsement: <u>1 August 2016</u></p> <p>Subdivision Certificate number: <u>16-00171</u></p> <p>File number: <u>DA-14-01071</u></p> <p>*Strike through inapplicable parts.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. BRINDABELLA CRESCENT (10.1 & 16 WIDE) 2. FREDERICK JONES CRESCENT (13.5, 16 WIDE & VARIABLE WIDTH) 3. RASBERRY CRESCENT EXTENSION (8 WIDE & VARIABLE) <u>RASPBERRY</u> <p>AS PUBLIC ROAD.</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation</p> <p>D.P. 1189372</p> <p>D.P. 1203646</p> <p>D.P. 1204556</p> <p>D.P. 1204557</p> <p>D.P. 1204558</p> <p>D.P. 1208329</p> <p>D.P. 1209060</p> <p>D.P. 1208330</p> <p>D.P. 1208332</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: <u>1767-3A</u></p>

CAD REF: Z11767 Schofields ReadICR_PLANS1767G SSA S01 [01] - K.S. - A.T.

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

Registered: 19.8.2016 Office Use Only	DP1208333
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PLAN OF
 SUBDIVISION OF LOT 3 & 8 D.P.1208329

Subdivision Certificate number: 16-00171
 Date of Endorsement: 11/8/16

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

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

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

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 2.05 WIDE
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH
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

EXECUTED BY:
 WINTON CATALINA ALEX
 AVENUE NOMINEE NO.1 PTY LTD

LARA MULLIGAN
 DIRECTOR

DANIEL HARGRAVES
 SECRETARY

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness:	Signature of attorney:
Name of witness: <u>Mulligan Lara</u>	Attorney's name: <u>SSM</u>
Address of witness: <u>21 Sussex St Sydney</u>	Attorney's position: <u>Manager</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: <u>494</u> No: <u>494</u>

If space is insufficient use additional annexure sheet

Surveyor's Reference: **1767-3A**

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 6 Sheets


Plan: **DP1208333**

Plan of Subdivision of Lot 3 & 8
 DP 1208329 covered by Council's
 Subdivision Certificate No. 16-00171

<u>Full Name and address of Proprietor of land:</u>	WINTON CATALINA ALEX AVENUE NOMINEE No. 1 PTY LTD ACN 166 417 401 LEVEL 2 87-95 PITT STREET SYDNEY NSW 2000
---	--

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 2.05 Wide	3103	Blacktown City Council
2.	Easement to Drain Water Variable Width	3101	Blacktown City Council
3.	Easement for Padmount Substation 2.75 Wide	3103	Endeavour Energy
4.	Restriction on Use of Land	Part 3103	Endeavour Energy
5.	Restriction on Use of Land	Part 3103	Endeavour Energy
6.	Restriction on Use of Land	3101 to 3104 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL

 -General Manager-/ Authorised Officer

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan: **DP1208333**

Plan of Subdivision of Lot 3 & 8
DP 1208329 covered by Council's
Subdivision Certificate No. 16-00171

Part 2

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

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

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

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

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

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

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

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

3. Definitions

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

"erect" includes construct, install, build and maintain

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

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

APPROVED BY BLACKTOWN COUNCIL
-General Manager/ Authorised Officer



Lengths are in Metres

Sheet 3 of 6 Sheets

Plan: **DP1208333**

Plan of Subdivision of Lot 3 & 8
DP 1208329 covered by Council's
Subdivision Certificate No. 16-00171

Part 2 (cont)

- 4. Lessee of Endeavour Energy's Distribution System.
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

- 1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'H' on the abovementioned plan
- 2. Definitions
 - "erect" includes construct, install, build and maintain
 - "restriction site" means that part of the lot burdened subject to the restriction on the use of land.
- 3. Lessee of Endeavour Energy's Distribution System.
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution from Endeavour Energy.
 - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

APPROVED BY BLACKTOWN COUNCIL
-General Manager / Authorised Officer



Lengths are in Metres

Sheet 4 of 6 Sheets

Plan:

DP1208333

Plan of Subdivision of Lot 3 & 8
DP 1208329 covered by Council's
Subdivision Certificate No. 16-00171

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 City Council Growth Centres Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

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

APPROVED BY BLACKTOWN COUNCIL
General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 6 Sheets


Plan: **DP1208333**

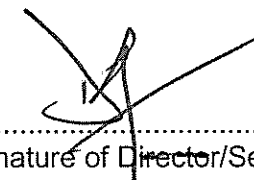
Plan of Subdivision of Lot 3 & 8
DP 1208329 covered by Council's
Subdivision Certificate No. 16-00171

Part 2 (cont)

NOMINEE
EXECUTED by WINTON CATALINA ALEX)
AVENUE No. 1 PTY LTD)
ACN 166 417 410)

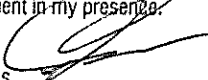
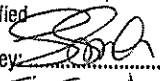
in accordance with section 127 of the
Corporations Act:


.....
Signature of Director


.....
Signature of Director/Secretary

LARA MULLIGAN
.....
Name of Director

DANIEL HARGRAVE
.....
Name of Director/Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <i>Matthew Bates</i>	Attorney's name: <i>S. Smi</i>
Address of witness: <i>201 Sussex St</i>	Attorney's position: <i>Manager</i>
<i>Sydney</i>	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney	-Book: 417 No: 497

APPROVED BY BLACKTOWN COUNCIL
-General Manager/ Authorised Officer



Lengths are in Metres

Sheet 6 of 6 Sheets

Plan:
DP1208333

Plan of Subdivision of Lot 3²⁸
DP 1208329 covered by Council's
Subdivision Certificate No. 16-00171

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book ~~4693~~ No. ~~329~~)
in the presence of: 4705 566)

HA

Deborah Pears
Signature of WITNESS

Helen Smith
Signature of Attorney

Deborah Pears
Name of Witness (BLOCK LETTERS)

Helen Smith
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Manager Property & Fleet
Position

Date of Execution: 13 MAY 2016

Reference: URS18171

REGISTERED  19.8.2016

APPROVED BY BLACKTOWN COUNCIL
General Manager / Authorised Officer

Planning certificate



Section 10.7 (2) and (5)

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

Applicant details

ALICE YANG & ASSOCIATES
208/438 SUSSEX ST
SYDNEY NSW 2000

Your reference 1387825

Certificate details

Certificate no. PL2025/00181

Fee

Date issued 14 January 2025

Urgency fee N/A

Receipt no ReceiptNo

Property information

Property ID 374776

Land ID 374572

Legal description LOT 3020 DP 1218637

Address 56 HEATHLAND AVENUE SCHOFIELDS NSW 2762

County CUMBERLAND

Parish GIDLEY

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

Disclaimer

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

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

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

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

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

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

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

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

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

Employment Land Zones Reforms

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

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

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

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

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

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

1.2 Development control plans

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

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

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

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

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

1.3 Proposed environmental planning instruments

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

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

- State Environmental Planning Policy (Sustainable Buildings) 2022

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

- Review of Clause 4.6

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

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

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

- Amendment to the then Infrastructure State Environmental Planning Policy

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

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

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

- Proposed State Environmental Planning Policy (Environment)

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

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

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

Zone R3 Medium Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Waste management facilities; Waste or resource management facilities; Wholesale supplies.

2.2 Zoning under draft Environmental Planning Instruments

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

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

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

2.3 Additional permitted uses

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

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

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

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

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

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

2.6 Conservation area

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

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

The areas where the plan applies are:

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

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

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

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

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

2.7 Heritage

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

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

3. Contributions plans

3.1 Contribution plans

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

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

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

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

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

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

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

4. Complying development

4.1 Where complying development codes apply

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

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

www.legislation.nsw.gov.au

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

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

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

The following outlines:

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

Yes/**No**

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

Yes/**No**

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

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

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

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

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

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

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

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

10.1 Land slip

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

10.2 Bush fire

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

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

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

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

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

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

11. Bushfire prone land

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

The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being within 100m buffer around Category 1.

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

The subject land is shown on Council's Bush Fire Prone Land Map as being in Vegetation Category 1.

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

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

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

20.2 On the Lighting intensity and Wind shear map

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

20.3 On the Obstacle limitation surface map

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

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

20.4 On the Public safety area map:

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

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

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

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

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

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

21. Development consent conditions for seniors housing

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

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

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

22.1 Site compatibility certificate

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

<https://pp.planningportal.nsw.gov.au/SCC>

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

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

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

23.1 Significant contamination

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

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website

records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

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

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

23.3 Voluntary management proposal

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

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

23.4 Maintenance order

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

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

23.5 Site audit statement

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

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

Section 10.7(5)

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

1. Planning instruments and covenants

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

2. Loose-filled asbestos insulation

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

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

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

3. Asbestos containing materials

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

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

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

Attachment 1 – State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

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

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

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

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

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

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

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

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

State Environmental Planning Policy No 65 - Design Quality of Apartments

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

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

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Planning Systems) 2021

This policy:

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

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

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

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

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

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

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

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

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

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

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

End of certificate

13 January 2025

Globalx-Dye & Durham Information Pty Ltd

Reference number: 8003995972

Property address: 56 Heathland Ave Schofields NSW 2762

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

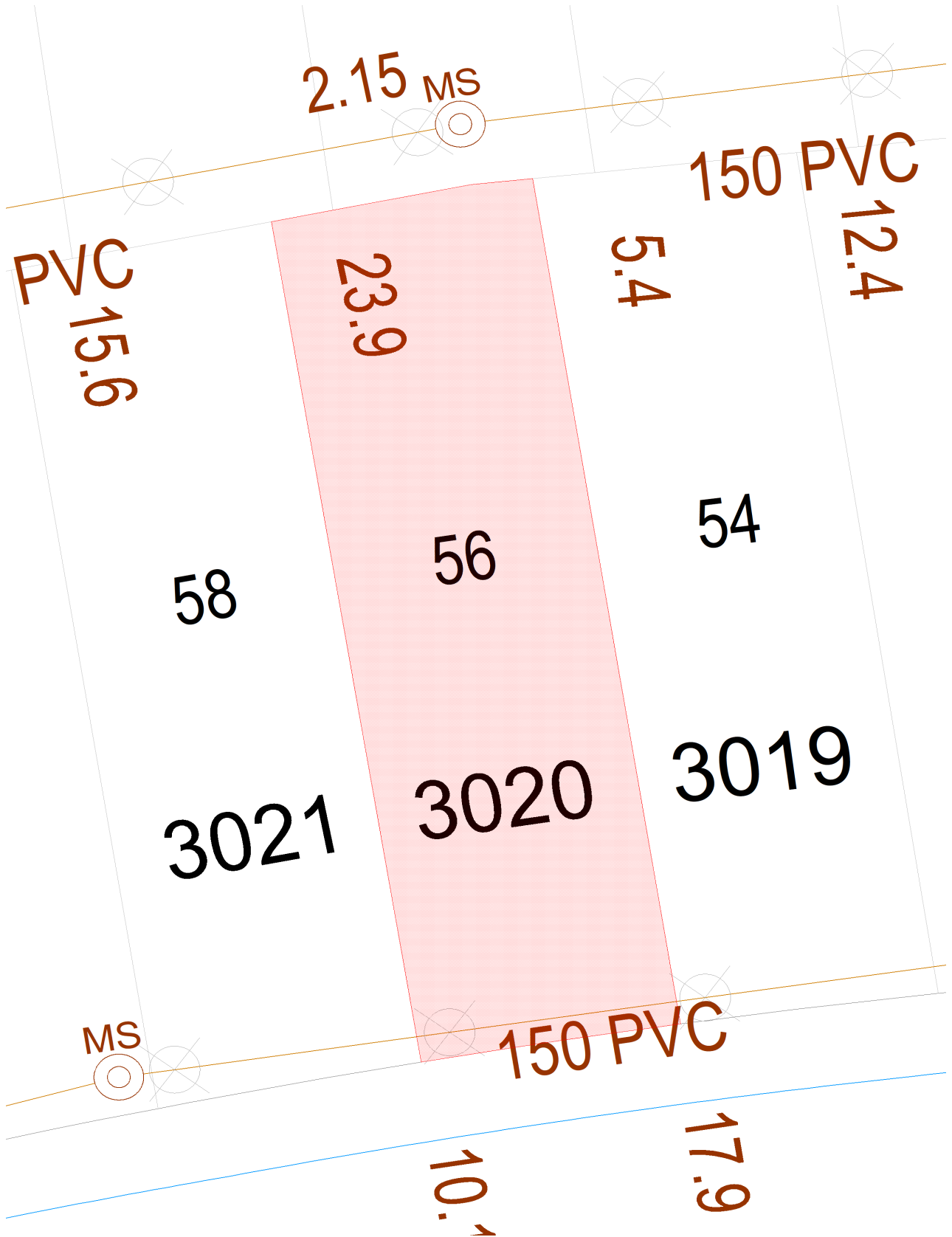
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print
Application Number: 8003995971



Document generated at 13-01-2025 05:40:25 PM

Disclaimer

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

Asset Information

Legend

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

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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)

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**.