

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	<b>GMR Developments Pty Ltd ACN 602 965 677</b> <b>2 Park Street, Sydney, NSW 2000</b>	
vendor's solicitor	<b>Platinum Property Law</b> <b>2, 2 Riverstone Parade, Riverstone NSW 2765</b> <b>PO Box 126, Riverstone NSW 2765</b>	<b>Phone: 02 9627 7400</b> <b>Fax: 02 8580 5252</b> <b>Ref: PW:2019/4538</b>
date for completion	<b>See Special Condition 50 (clause 15)</b>	
land (address, plan details and title reference)	<b>Stage 1 - Lot Riverbank Drive, The Ponds, New South Wales 2769</b> <b>Lot in an Unregistered Plan which is part of Lot 5 in Deposited Plan 1213134 and Lot 3 in Deposited Plan 1234694</b> <b>Folio Identifier : Lot /</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" 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"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☒ YES**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 *RW* payment  
(residential withholding payment)☐ NO☒ yes (if yes, vendor must provide  
further details)***RW* payment (residential withholding payment) – further details**

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

Supplier's name: **GMR Developments Pty Ltd**

Supplier's ABN: **ACN 602 965 677**

Supplier's business address: **2 Park Street, Sydney, NSW 2000**

Supplier's email address: **finance@goldmategroup.com**

Supplier's phone number: **02 9332 7888**

Supplier's proportion of *RW* payment: **(Purchase price x 7%)**

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

Amount purchaser must pay – price multiplied by the *RW* 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**

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

**Home Building Act 1989**

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☐ 32 property certificate for strata common property
  - ☐ 33 plan creating strata common property
  - ☐ 34 strata by-laws
  - ☐ 35 strata development contract or statement
  - ☐ 36 strata management statement
  - ☐ 37 strata renewal proposal
  - ☐ 38 strata renewal plan
  - ☐ 39 leasehold strata - lease of lot and common property
  - ☐ 40 property certificate for neighbourhood property
  - ☐ 41 plan creating neighbourhood property
  - ☐ 42 neighbourhood development contract
  - ☐ 43 neighbourhood management statement
  - ☐ 44 property certificate for precinct property
  - ☐ 45 plan creating precinct property
  - ☐ 46 precinct development contract
  - ☐ 47 precinct management statement
  - ☐ 48 property certificate for community property
  - ☐ 49 plan creating community property
  - ☐ 50 community development contract
  - ☐ 51 community management statement
  - ☐ 52 document disclosing a change of by-laws
  - ☐ 53 document disclosing a change in a development or management contract or statement
  - ☐ 54 document disclosing a change in boundaries
  - ☐ 55 information certificate under Strata Schemes Management Act 2015
  - ☐ 56 information certificate under Community Land Management Act 1989
  - ☐ 57 document relevant to off-the-plan sale
- Other**
- ☐ 58

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office

Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 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**

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

171 Riverbank Drive THE PONDS NSW 2769

## SPECIAL CONDITIONS

### Additional clauses forming part of this Contract (Land Only)

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**PART A**  
**GENERAL**

**32 INTERPRETATION**

32.1 In this Contract unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government; and
- (d) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns).

32.2 Reference to an Act includes any by law, ordinance, regulation or rule made under that Act.

32.3 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

32.4 If there is a conflict between these special conditions and the printed provisions of this contract, these additional special conditions prevail.

32.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.

32.6 The word "includes" in any form is not a word of limitation.

32.7 The Purchaser acknowledges that the documents attached to this Contract are the most accurate and current available at the time of creating the Contract.

32.8 The Purchaser acknowledges and agrees that the Vendor may, without the consent of the Purchaser assign or novate the benefit of this contract and the Purchaser shall promptly execute a new Contract in identical terms, or any associated deed or document, if so, required.

32.9 Any notification or advice required under this Contract may be given by email, facsimile, post or personal service and service may be on a party or their legal representative.

### 33. **DEFINITIONS**

In these Special Conditions unless the context otherwise requires the following definitions apply:

'Acceptable reduction' means a reduction in the dimensions or area of the Property specified in the Plan that is less than, or equal to 5%, which will not materially and adversely affect the use and amenity of the Property.

'Completion Date' means the date shown in Special Condition 50.

'CoRD' means a document evidencing Control of the Right to Deal in relation to the registration of instruments at the LRS.

'Development' means the subdivision of the Property;

'Development activities' means;

- (a) any form of rock excavation, demolition work, building work or work ancillary
- (b) to or associated with building work on the Property, including without limitation the installation of services;
- (c) any form of landscaping work, or work ancillary to, or associated with landscaping work on the Property;
- (d) any forms of work, other than those referred to in paragraphs (a) and (b) above which is considered necessary or desirable by the Vendor;
- (e) the use of any part of the Property in connection with the work referred to in paragraphs (a)-(c) of this definition; and
- (f) the subdivision of land forming part of this Property

'Development Consent' means any development consent issued in relation to the Property, as amended from time to time;

'Event of delay' includes the number of days of delay notified to the Purchaser in writing as a result of matters including the following:

- (a) industrial conditions;
- (b) inclement weather;
- (c) latent conditions on the Property;
- (d) repudiation or abandonment;
- (e) changes in law;
- (f) directions by an Authority;
- (g) delays in obtaining any approval or consent required to register the Plan; and/or
- (h) any other event that has delayed the project.

'Lot' means the Lot being purchased under this Contract;

'LRS' means the Office of Land Registry Services;

'Objection' means any objection, requisition, or claim for compensation, or any refusal to complete this Contract, or any action or attempt to rescind, terminate, or delay this Contract;

'Plan' means the proposed plan of subdivision contained herein, or any updated plan of subdivision prepared for the Vendor as the Development progresses

'Property' means the land to be subdivided by the Plan as shown on the Front Page of this Contract;

'Relevant Authority' means the relevant council and every other government, statutory or other authority, whose approval must be obtained to any or all of the Subdivision Documents before a Subdivision document is registered;

'Rights' means any lease, easement, covenant, restriction on use, arrangement or agreement relating to the Property;

'Subdivision Documents' include the Plan, Section 88B Instrument and any other documents necessary or appropriate (before or after the date of this Contract) to enable registration of the Plan;

'Sunset Date' means the date being twenty four (24) months after the date of this Contract as extended:

- (a) in accordance with clause 55.3 and/or;
- (b) at the election of the Vendor in its absolute discretion on one or more occasions by notice to the Purchaser to a date not later than thirty (36) six months after the date of this Contract;

'Vendor' includes the vendor's lender, administrators or assigns;

'Works' means the development and construction substantially in accordance with the Development Consent and the requirements and approvals of the Council or the Court from time to time. Rights under this contract which can apply after completion continue to apply after completion;

'Works Documents' means;

- (a) the Development Consent;
- (b) the Construction Certificate; any

- (c) amendment or variation of the development Consent or Construction Certificate required, or considered necessary or desirable by the Vendor for whatever reason.

### **34. VARIATIONS TO THE PRINTED CLAUSES OF THIS CONTRACT**

This Contract is varied by:

- 34.1 Clause 1 - depositholder – means either the vendor, agent or the vendor's solicitor as selected by the Vendor;
- 34.2 Clause 1 - work order - add the words '*from any competent authority or adjoining owner*' at the end of the definition of '*work order*';
- 34.3 Clause 1 - Settlement cheque- means a bank cheque issued by a bank and drawn on itself;
- 34.4 Clause1 – 'serve' means serve in writing on the other party or their solicitor and service may be by email;
- 34.5 Clause 6 - is delete in its entirety;
- 34.6 Clause 7.1- delete the words '*if in the case of claims that are not for delay*';
- 34.7 Clause 7.1.1 - substitute '\$1.00' in place of '5%';
- 34.8 Clause 7.1.3 - substitute '7 days' in place of '14 days';
- 34.9 Clause 7.2.1 -substitute '5%' in place of '10%';
- 34.10 Clause 8.1.3 - substitute '7 days' in place of '14 days';
- 34.11 Clause 10.2 - add the words '*make a claim, requisition*' after the word 'rescind';
- 34.12 Clause 11 - delete in its entirety;
- 34.13 Clause 13.13.1 -amend 5 days to 10 days;
- 34.14 Clause 13.13.4 - Add after 'payment' within 5 days of Settlement and this clause shall not merge on completion;
- 34.15 Clause 14.4.2 - delete in its entirety;

- 34.16 Clause 14.8 - add the words '*by any competent authority*' after the word '*started*';
- 34.17 Clause 16.6 - delete in its entirety;
- 34.18 Clause 16.10 - add the words 'and this clause constitutes irrevocable authority to the depositholder to release it after Settlement regardless of whether an order is provided'.
- 34.19 Clause 20.4 - add the words '*and guarantors*' after the word '*party*';
- 34.20 Clause 23.9, 25.2, 28 and 29 - delete in their entirety;
- 34.21 Clause 30.5.1 - amend 7 days to 10 days;
- 34.22 Clause 30.9.1 - amend 2 business days to 5 business days; and
- 34.23 Clause 31.4 - amend 7 days to 3 days.

### **35. DEPOSIT**

- 35.1 If, for any reason the vendor or the agent is not the depositholder then the Vendor's legal representative shall be the depositholder.
- 35.2 If Clause 35.1 applies then, for the purposes of clause 2 of this Contract the Purchaser directs the depositholder to invest the deposit at the risk of the Vendor, for the benefit of the Vendor in a term deposit, bank account, or first mortgage secured investment.
- 35.3 If the Vendor's legal representative is the depositholder a \$350.00 fee will be paid to the depositholder for administration fees.
- 35.4 The Parties agree that on Exchange, or at the expiration of any 'Cool Off' period, a Deposit instalment of 10% of the Purchase Price is payable on the land;
- 35.5 Should a deposit instalment of less than 10% be accepted, the Purchaser must immediately pay the balance of the 10% Deposit due under this Contract should the Purchaser be in default, or rescind or terminate this Contract, or should the Vendor so require.

- 35.6 Should an amount of more than 10% of the Purchase Price be paid, the excess will be considered a Purchase Price instalment and held and dealt with in the same way as deposit.

### **36. DEPOSIT BOND**

- 36.1 There is no obligation on the Vendor to accept a Deposit Guarantee Bond and any Bond proposed must be approved by the Vendor, in its absolute discretion prior to submission and must be for 10% of the land purchase price and have an expiry date of not less than two (2) years from the date of the Contract.
- 36.2 Any Deposit Bond must be replaced by the Purchaser and a new Bond provided to the Vendor's legal representative at least thirty (30) days prior to its expiry.

### **37. FIRB REQUIREMENTS**

- 37.1 The Purchaser warrants that the provision of the Foreign Acquisitions & Takeovers Act 1975 (Cth) requiring the obtaining of consent from the Foreign Investment Review Board to this transaction do not apply to this purchase, or alternatively that any required approval under that Act has been obtained.
- 37.2 Should there be a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may incurred by the Vendor as a consequence thereof.
- 37.3 This warranty and indemnity shall not merge on completion.

### **38. CAPACITY**

- 38.1 Without affecting any other right of the Vendor if any Purchaser:
- (a) being an individual:
    - (i) dies; or
    - (ii) becomes incapable because of unsoundness of mind to manage the purchaser's own affairs;
- the vendor can choose to rescind; or

(b) being a company:

- (i) resolves to go into liquidation;
- (ii) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or any similar legislation; or
- (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed

the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate.

38.2 If the Vendor:

- (i) resolves to go into liquidation;
- (ii) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or similar legislation; or
- (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed

then the Vendor's lender, or the Vendor's assignee may take the place of the Vendor by subrogation and the Purchaser cannot make a claim, objection, requisition or rescind or terminate in respect of such subrogation.

### **39. NO WARRANTY**

39.1 Without in any way excluding, modifying or restricting any rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010* the Vendor makes no

warranty in relation to the completeness or accuracy of any document annexed to the Contract.

39.2 The Purchaser shall not make any Objection in relation to, or arising from any matter disclosed or referred to in any document annexed to this Contract.

39.3 The purchaser shall take title to the Property subject to the matters disclosed in this Contract and acknowledges that it has satisfied itself in relation to the contents of the documents annexed to the Contract.

#### **40. WARRANTY AS TO AGENTS**

40.1 The Purchaser warrants that;

- (a) it was introduced to the Property by the Vendor, or Agent named on the front of the contract;
- (b) it was not introduced to the Vendor or the Property by, or through any party, or real estate agent, or any employee of a real estate agent, or any person associated with a real estate agent, other than the Agent shown on the front of the Contract (if any).

40.2 The Purchaser agrees to indemnify the Vendor against any claim made by any real estate agent as a result of a breach of the purchasers warranty.

40.3 The parties agree that this clause shall not merge upon completion.

#### **41. PROPERTY CONDITION**

41.1 Without in any way excluding, modifying or restricting any rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010* the Purchaser shall make no Objection, requisition, claim, or delay completion, or terminate or rescind this Contract as a result of:

- (a) any latent or patent defect of the Property;
- (b) any mains, pipes, wires, equipment or connections of any authority responsible for the provision of water, sewerage, drainage, electricity,
- (c) gas, telephone, internet, or any service passing through, or situated on, over, or under the Property;
- (d) any water or sewerage main, or any underground or surface storm water pipe or drain passing through, or situated on, over, or under the Property;
- (e) any sewer manhole or vent on the Property;
- (f) any boundaries of the Property that are not fenced;
- (g) any minor issue with the Property; or
- (h) any other matters relating to the Property disclosed in the Contract.

#### **42. NO RELIANCE ON INFORMATION**

42.1 The Purchaser acknowledges that it does not rely on any:

- (a) letter, document, advertisement, brochure, correspondence or arrangement, whether oral, or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this this Contract and the terms, conditions, warranties and arrangements set out in the Contract constitute the only agreement between the parties;
- (b) warranty, statement or representation made, or given by the Vendor, the Vendor's agent or any other person on behalf of the Vendor except as such are expressly provided herein, but that it has relied entirely upon its own investigations, relating to and its inspection of the Property and all its improvements erected (if any) or to be erected on the Property (if any).

#### **43. LATE COMPLETION**

43.1 Completion must take place by 3.00pm on the completion date.

43.2 For the purpose of clause 15:

- (a) 3.00 pm on the day being not less than 14 days after the date of service of a notice to complete is a reasonable period to allow for completion; and
- (b) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

43.3 If completion does not take place in accordance with clause 15 due to the default of the Purchaser then:

- (a) the Purchaser must pay interest on the unpaid balance of the price at the rate of 12% per annum calculated daily from and including the completion date to but excluding the actual day of completion; and
- (b) the Purchaser must pay to the Vendor, an amount of \$375.00 (plus GST) being a genuine pre-estimate of the additional legal costs to the Vendor of the issue of a Notice to Complete, in addition to any other legal or other costs incurred by the Vendor as a result of the default; and
- (c) all usual settlement adjustments shall be from the original date of completion.

43.4 It is an essential term of this contract that the interest and the payment of the amounts aforesaid must be paid on and as a condition of completion.

43.5 Interest and other amounts payable under this clause are a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and are not a penalty;

43.6 The right to payment under this clause does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract; and

43.7 The Purchaser need not pay interest under clause 41.3 for any period during which completion has been delayed by the Vendor provided that the Purchaser is in a position to complete within three days of being advised that the Vendor is in a position to complete after any delay.

43.8 The Parties agree that Settlement shall not take place between 24 December and 15 January, in any year, unless the Vendor's legal representative advises to the contrary.

**44. GUARANTEE IF CORPORATE PURCHASER**

44.1 If the Purchaser hereunder is a Company:

- (a) The director(s) executing on behalf of the Purchaser is/are deemed to be the guarantor(s) under this Contract and are jointly and severally liable for the due performance and punctual payment to the Vendor all monies due and payable by the Purchaser under this contract. The guarantor(s) jointly and severally indemnify the Vendor against all actions, suits, claims demands and losses which the vendor may incur, suffer, or be liable as a result of any default act or omission on the part of the Purchaser under this Contract.
- (b) all directors must execute and deliver to the Vendor's legal representatives a guarantee and indemnity in the form attached to this Contract at the time of Exchange, or prior to the expiration of any 'Cooling Off' period and must provide a current company search at that time.

**45. ENCUMBRANCES**

45.1 The Vendor shall not, prior to completion, be required to register a discharge of any mortgages or writs registered on the title of the Property and/or remove any caveats and the Purchaser shall accept on completion, a discharge or withdrawal in registrable form together with an allowance for the registration fees payable.

45.2 The Vendor shall not be obliged to remove any charge on the Property for any rate, tax, or outgoing until the time for completion of this Contract. The Vendor shall not be deemed unable or unwilling to complete this Contract by reason of any charge on the property and shall be entitled to serve a notice to complete on the Purchaser, notwithstanding the charge.

**46. REQUISITIONS**

46.1 For the purposes of clause 5 the only Requisitions about the Property or title are in the form included in the Contract.

**47. INCONSISTENCY**

47.1 In the event of any inconsistency between these special conditions and the complete pre-printed form of Contract then, unless expressly stated

otherwise, these special conditions will prevail to the extent of any inconsistency.

#### **48. ENTIRE AGREEMENT**

48.1 This Contract constitutes the entire agreement between the parties in respect of the subject matter and may be varied by agreement in writing between the parties, including email agreement by the legal representatives of the parties.

#### **49. GST**

49.1 The purchase price includes GST which will be payable by the vendor.

49.2 The parties agree that the margin scheme will apply to the sale unless the Vendor advises to the contrary prior to Settlement.

49.3 The Purchaser acknowledges and agrees that the Purchaser will not be able to claim, nor will it claim a tax credit in relation to the GST included in the purchase price if the margin scheme applies.

#### **50. COMPLETION**

50.1 The completion date is the later of:

- (a) 28 days after the Contract date; or
- (b) Fourteen (14) days after the date that the Vendor's legal representative advises the Purchaser or their legal representative that the Plan has been registered.

#### **51. TRANSFER AND CoRD**

51.1 If the Transfer is not provided to the Vendor's solicitor at least 7 days prior to the completion date a payment of \$175.00 must be paid by the Purchaser by way of a settlement adjustment.

51.2 If the CoRD is not provided to the Vendor's solicitor at least 7 days prior to the completion date a payment of \$110.00 must be paid by the Purchaser by way of a settlement adjustment along with any costs imposed by the Vendor's mortgagee for accelerating the processing of the CoRD.

51.3 If the Purchaser requests an amendment to the CoRD after its issue a payment of \$110.00 must be paid by the Purchaser by way of a settlement adjustment along with any costs imposed by the Vendor's mortgagee for processing the CoRD variation.

51.4 The Vendor is not obliged to complete the Contract unless payment of such amount is made by way of a settlement adjustment at completion.

## **52. LAND TAX CLEARANCE**

52.1 The vendor shall provide the purchaser with a land tax certificate. If a land tax charge shows and a clearance is not obtained by the Vendor prior to Settlement the Purchaser shall accept an undertaking that the Vendor will provide the clear land tax certificate after Settlement.

## **53. SETTLEMENT FEE**

53.1 If the Purchaser does not complete the Contract on the completion date, or cancels a scheduled completion time through no fault of the Vendor, the Purchaser shall, on each occasion, pay the Vendor the amount of \$175.00 (plus GST) on account of the Vendor's legal costs of rescheduling completion.

53.2 The Vendor is not obliged to complete the Contract unless payment of such amount is made by way of a settlement adjustment at completion.

**PART B**  
**CONDITIONAL CONTRACT**

**54. PRECONDITIONS**

54.1 Completion of this Contract is conditional upon:

- (a) **Purchase of Land:**  
The Vendor completing its purchase of the Property prior to completion.
- (b) **Approval:**  
Each Relevant Authority giving, where necessary, its approval to the Plan and Subdivision Documents on terms and conditions acceptable to the Vendor in its absolute discretion; and
- (c) **Registration:**  
The registration of the Plan and Subdivision Documents at the LRS on, or before the Sunset Date.

**55. RESCISSION OF CONTRACT**

55.1 If:

- (a) the Vendor does not complete its purchase of the Property for whatever reason, the Vendor may rescind this Contract by giving written notice to the Purchaser and neither party will have any claim against the other for damages, costs, expenses or otherwise;
- (b) Subject to clause 55.2 if the Subdivision Documents are not approved by the Relevant Authority on terms and conditions satisfactory to the Vendor, in its absolute discretion, the Vendor may rescind the Contract by giving written notice to the Purchaser and neither party will have any claim against the other for damages, costs, expenses or otherwise;
- (c) Subject to clause 55.3, if the Subdivision Documents are not registered on, or before the Sunset Date, either party may, before registration of the Subdivision Documents, rescind this Contract by giving written notice to the other party, subject to the law in place in relation to this matter.

55.2 If the Subdivision Documents are registered before service of a notice under subclause 55.1 neither party may rescind this Contract pursuant to this clause 55.

55.3 The Vendor may extend the Sunset Date by the number of days notified to the Purchaser as a result of an Event of Delay, or by a period deemed appropriate in the Vendor's absolute discretion due to circumstances associated with the Development.

**PART C**  
**SUBDIVISION**

**56. CHANGES TO DOCUMENTS**

56.1 The Vendor may, at any time and without notice to the Purchaser, vary the Subdivision Documents;

- (a) as may be required by a Relevant Authority to obtain its approval to the Subdivision Documents;
- (b) as may be required by the LRS to obtain registration of the Subdivision Documents;
- (c) as otherwise required by the Vendor.

56.2 Subject to subclause 56.3 the Purchaser may not make any Objection because of a variation to the Subdivision Documents.

56.3 If a variation of the Subdivision Documents materially adversely affects the use of the Property the Purchasers only right shall be to rescind the Contract under clause 19 within 5 days, time being of the essence, of the earlier of the Vendor giving notice in writing to the Purchaser of either the variation to the Subdivision Documents or registration of the Plan. After that date the Purchaser shall have no claim against the Vendor for damages, costs or expenses whatsoever.

56.4 If the Purchaser does not rescind the Contract in accordance with subclause 56.3 the Purchaser is deemed to have waived any rights of rescission and accepted the variation.

56.5 For the purposes of subclause 56.3 the following variations do not materially adversely affect the use of the Property:

- (a) any alteration in the total number of lots;
- (b) any alteration in the Plan or Lot numbers;
- (c) any alteration or omission of a lot other than the Lot;
- (d) the location of easements noted as intended to be created by the Subdivision Documents;
- (e) any Rights noted as intended to be created by the Subdivision Documents;

- (f) any alteration of the boundary of the Lot which reduces the area by up to 5%.

56.6 An adjustment of the Purchase Price in favour of the Vendor, using a per m<sup>2</sup> rate based on the Price shown on Page 1, will be made at Settlement should the Lot size increase by 3% or more from that shown on the Plan herein.

## **57. VENDOR'S DISCLOSURES**

57.1 The Vendor discloses that at the date of this Contract, not all Rights may have been created and that further Rights may need to be created.

57.2 The Vendor may, if it considers it necessary or desirable, or as otherwise required by a Relevant Authority, create or enter into any Right.

57.3 If a Right, (other than as disclosed in this Contract) materially adversely affects the use of the Property, the Purchaser's only right will be to rescind the Contract under clause 19 within 5 days, time being of the essence, of the earlier of the Vendor giving notice in writing to the Purchaser of the creation of the Right, or registration of the Plan. The Purchaser thereafter will have no claim against the Vendor for damages, costs, or expenses whatsoever.

57.4 If the Purchaser does not rescind the Contract in accordance with clause 57.3 the Purchaser is deemed to have waived any right of rescission and accepted the Right.

## **58. SERVICES**

58.1 The Purchaser cannot make an Objection in respect of the lack of services or the location of services or any right required to be granted for them.

58.2 The Purchaser acknowledges that the Vendor has no responsibility for installation of the Services other than those which the Vendor may be required to provide by a Relevant Authority.

## **59. DRAINAGE WORKS**

59.1 The Purchaser acknowledges that at the date of the Contract, a sewage diagram and/or sewer reference sheet in respect of the Property may not be available from Sydney Water. If so, the Vendor has no obligation to provide a sewage diagram or sewer reference sheet before or after completion.

59.2 The Vendor warrants that all water, sewerage and drainage work required by Sydney Water will be carried out at all times with the approval of Sydney Water.

59.3 This Clause shall not merge upon completion.

## **60. SELLING AND LEASING ACTIVITIES**

60.1 The Purchaser acknowledges that both before and after completion the Vendor and persons authorised by the Vendor may, as the Vendor in its absolute discretion sees fit;

- (a) conduct selling and leasing activities on the Property;
- (b) place and maintain in, on and about the Property signs in connection with those selling and leasing activities;
- (c) place and maintain in, on and about the Property (but not the Lot) an office or other facility for salespersons and managing agents.

60.2 The Purchaser acknowledges and agrees that prior to completion;

- (a) They have no rights to display signage of any type (including without limit real estate sale or leasing signs) on the Property;
- (b) if the Purchaser contracts to sell the Property it will include this Clause in any Contract For Sale; and
- (c) any on-sale is subject to approval by the Vendor and reasonable legal fees and an approval fee of up to \$5,000.00 may apply.

60.3 This Clause shall not merge upon completion.

## **61. BOUNDARY FENCING**

61.1 The Purchaser will not require the Vendor to contribute towards to cost of constructing any boundary fencing.

61.2 The Purchaser agrees that if the Purchaser contracts to sell the Property it will include this Clause in any Contract For Sale.

61.3 This Clause shall not merge upon completion.

## **62. WATER AND COUNCIL RATES AND LAND TAX**

62.1 If separate assessments of council rates, water rates and land tax have not been issued as of the date of completion in respect of the Property this Clause will then replace clauses 14.4, 14.5 and 23.4 and the Purchaser agrees to accept the sums noted below as being the council rates, water rates and land tax respectively for the current and subsequent periods on the Property

- |                   |                        |
|-------------------|------------------------|
| (a) Council rates | \$1,850.00 per annum;  |
| (b) Water rates   | \$ 350.00 per quarter; |
| (c) Land Tax      | \$1,500.00 per annum.  |

62.2 The amounts are to be adjusted between the Vendor and the Purchaser in accordance with Clause 14.1 on a paid basis on completion and no regard shall be had to the actual assessment which may subsequently be issued by the appropriate authority after completion.

62.3 The Vendor must pay any such rates assessments which may be issued for the Property for the period current at completion when such assessment is issued, less any amount fixed for garbage collection in relation to council rates.

## **63. LODGEMENT BY PURCHASER OF CAVEAT**

63.1 The Purchaser shall not before registration of the Plan or any Subdivision Documents lodge, or permit a Caveat to be lodged for notation on the certificate of title for the development site or the Property. If it does the Purchaser irrevocably appoints the Vendor's solicitor as its attorney to withdraw the Caveat and shall pay the applicable registration fee and \$550.00 (plus GST) on account of the Vendor's legal fees.

63.2 Compliance with this clause is an essential term of the Contract.

## **64. SECTION 10 CERTIFICATE**

64.1 The Purchaser acknowledges that the s10 Certificate annexed to this Contract is that currently available from the Council. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of the Certificate. The provisions of this clause shall not merge on completion of this Contract.

**65. DISPUTES**

65.1 If a disagreement arises in relation to the proper interpretation of clauses the following will apply:

- (a) the Purchaser may not make an Objection;
- (b) either party may refer the matter to an expert nominated by the vendor or the president for the time being of the Law Society of NSW;
- (c) the decision of the expert will be final and binding on both parties;
- (d) the costs of the expert are to be paid for as the expert decides but if the expert does not make a determination about costs they are to be paid by the party against whom the experts decision is made. If there is no such party the costs are to be borne equally.

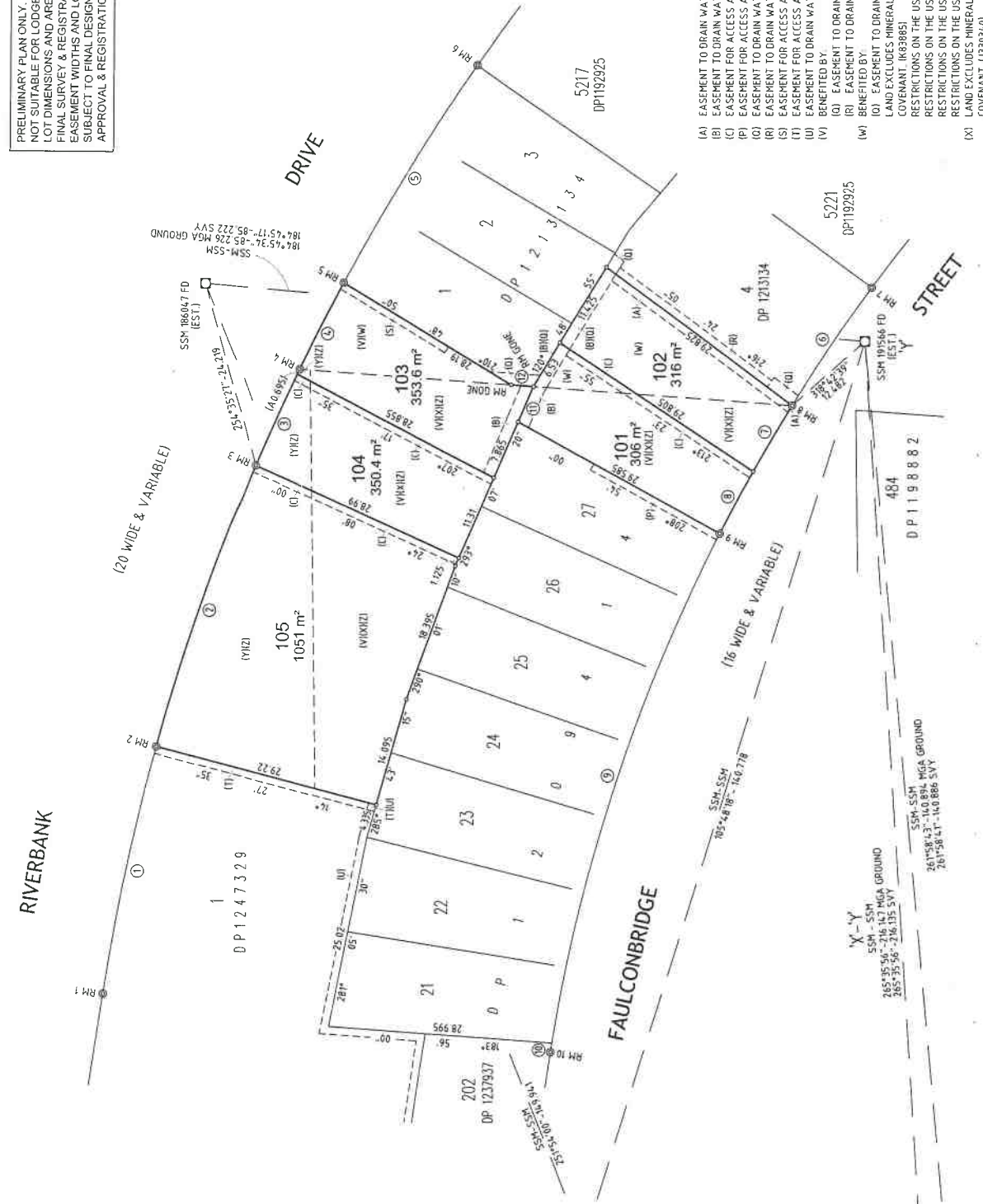
**66. RESIDENTIAL WITHOLDING PAYMENT**

66.1 If the Vendor's Solicitor advises that the Vendor is liable to pay a residential withholding payment prior to Settlement the provisions of Clause 13.13 herein shall apply.

66.2 If the RW Box on Page 2 herein is marked 'yes' the Vendor shall provide the Purchaser's Solicitor with the details shown on Page 2 prior to Settlement.

SCHEDULE OF REFERENCE MARKS			
RM	BEARING	DISTANCE	TYPE & ORIGIN
1	171°51'	4.305	DH&W FD (DP 1247329)
2	171°56'25"	16.20	DH&W FD (DP 120625)
3	184°59'	4.345	DH&W FD (DP 1247329)
4	146°57'	4.16	DH&W
5	222°16'	4.54	DH&W FD (DP 1247329)
6	222°23'25"	16.24	SSM 18604.7 FD (DP 120625)
7	215°06'	4.405	DH&W
8	37°04'50"	3.32	DH&W FD (DP 1213134)
9	34°9'42"05"	17.265	DH&W FD (DP 1213134)
10	334°59'55"	24.49	DH&W FD (DP 1192925)
11	26°39'	3.35	DH&W FD (DP 1234694)
12	13°26'30"	3.45	DH&W FD (DP 1209416)
13	7°52'30"	12.535	DH&W FD (DP 1209416)

SCHEDULE OF SHORT LINES & ARCS			
No.	BEARING	DISTANCE	ARC RADIUS
1	10°13'30"	32.635	280
2	108°47'10"	38.495	280
3	116°40'50"	12.9	280
4	116°43'05"	13.205	280
5	121°27'10"	33.05	280
6	127°55'55"	18.3	280
7	300°17'45"	9.865	222
8	297°59'55"	9.1	222
9	287°42'20"	69.215	222
10	278°39'05"	1.185	222
11	292°55'50"	4.935	222
12	183°55'25"	2.84	222



PRELIMINARY PLAN ONLY.  
NOT SUITABLE FOR LODGEMENT AT NSW LRS.  
LOT DIMENSIONS AND AREAS ARE SUBJECT TO  
FINAL SURVEY & REGISTRATION AT NSW LRS.  
EASEMENT WIDTHS AND LOCATIONS ARE  
SUBJECT TO FINAL DESIGN, COUNCIL  
APPROVAL & REGISTRATION AT NSW LRS.

- (A) EASEMENT TO DRAIN WATER 1 WIDE  
(B) EASEMENT TO DRAIN WATER 1.5 WIDE  
(C) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (DP 1209416)  
(D) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(E) EASEMENT TO DRAIN WATER 1 WIDE (DP 1213134)  
(F) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (DP 1213134)  
(G) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(H) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (DP 1213134)  
(I) EASEMENT TO DRAIN WATER 1 WIDE (DP 1247329)  
(J) EASEMENT TO DRAIN WATER 1 WIDE (DP 1247329)  
(K) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(L) EASEMENT TO DRAIN WATER 1 WIDE (DP 1213134)  
(M) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(N) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(O) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
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(Q) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(R) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(S) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(T) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(U) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(V) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(W) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(X) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(Y) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)  
(Z) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1213134)

COORDINATE SCHEDULE					
MARK	MGA COORDINATES		CLASS	ORDER	METHOD
	EASTING	NORTHING			
SSM 163365	305 005 266	6 268 538 071	C	4	FROM SCMS
SSM 163366	304 929 267	6 268 541 145	C	4	FROM SCMS
SSM 186047	305 151 861	6 268 642 573	C	4	FROM SCMS
SSM 193566	305 144 789	6 268 557 733	C	4	FROM SCMS
SSM 193682	305 009	6 268 586	U	U	FROM SCMS
DATE OF SCMS COORDINATES: 01/10/89					MGA ZONE: 56
COMBINED SCALE FACTOR: 1.000957					MGA DATUM: GDA94

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Lengths are in metres)

(Sheet 1 of 4 sheets)

**PLAN:**

Plan of Subdivision of Lot 5 in DP 1213134 &  
Lot 3 in DP 1234694  
covered by Council's Certificate No.  
Dated:

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

GMR Developments Pty Ltd  
(ACN 602 965 677)  
Level 18, Citygroup Centre  
2 Park Street, Sydney NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, 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 Wide. (A)	102	103 & 104
2	Easement to Drain Water 1.5 Wide. (B)	101 102 103	103 & 104 103 & 104 104
3	Easement for Access and Maintenance 0.9 Wide. (C)	101 104 105	102 103 104

**PART 2 (Terms)**

**1. Terms of Easement numbered 1 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended.

**2. Terms of Easement numbered 2 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended

Approved by Council .....  
Authorised Officer

**PLAN:**

Plan of Subdivision of Lot 5 in DP 1213134 &  
Lot 3 in DP 1234694  
covered by Council's Certificate No.  
Dated:

**3. Terms of Easement numbered 3 to in the abovementioned plan:**

The owner of a lot benefited and every person authorised by that person may, by any reasonable means:

- (a) Access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened; and
- (b) Remain on the Easement Site for any reasonable time for the purposes outlined in Clause (a).

The owner of a lot benefited and every person authorised by that person must:

- (a) Cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
- (b) Comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
- (c) Except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.

In exercising the powers granted under this Easement, the Owner of the lot benefited must:

- (a) Ensure that all work is done properly; and
- (b) Restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (c) Make good any collateral damage.

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

**Name of Authority whose consent is required to release, vary or modify the Easements numbered 1, 2 and 3 in the abovementioned plan is Blacktown City Council.**

**PLAN:**

Plan of Subdivision of Lot 5 in DP 1213134 &  
Lot 3 in DP 1234694  
covered by Council's Certificate No.  
Dated:

**SIGNATURES**

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

.....  
Signature of Delegate

.....  
Name of Delegate

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

Signature of Witness

.....  
Name of Witness

.....

.....

.....

Address of Witness

Approved by Council

.....  
Authorised Officer

**PLAN:**

Plan of Subdivision of Lot 5 in DP 1213134 &  
Lot 3 in DP 1234694  
covered by Council's Certificate No.  
Dated:

**SIGNATURES**

**EXECUTED BY GMR DEVELOPMENTS PTY LTD (ACN 602 965 677) BY ITS AUTHORISED  
OFFICER PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.**

.....  
Ni Buyang  
Sole Director/ Sole Secretary

Approved by Council

.....  
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Lengths are in metres)

(Sheet 1 of 4 sheets)

**PLAN:**

Plan of Subdivision of Lot 105 in DP 1256784  
covered by Council's Certificate No.  
Dated:

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

GMR Developments Pty Ltd  
(ACN 602 965 677)  
Level 18, Citygroup Centre  
2 Park Street, Sydney NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, 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 Wide. (A)	201 202	202 & 203 203
2	Easement for Access and Maintenance 0.9 Wide. (C)	201 202	202 203

**PART 2 (Terms)**

**1. Terms of Easement numbered 1 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended.

Approved by Council

.....  
Authorised Officer

**PLAN:**

Plan of Subdivision of Lot 105 in DP 1256784  
covered by Council's Certificate No.  
Dated:

**2. Terms of Easement numbered 2 to in the abovementioned plan:**

The owner of a lot benefited and every person authorised by that person may, by any reasonable means:

- (a) Access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened; and
- (b) Remain on the Easement Site for any reasonable time for the purposes outlined in Clause (a).

The owner of a lot benefited and every person authorised by that person must:

- (a) Cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights **under this Easement**;
- (b) Comply with all reasonable directions **by the Owner of the lot burdened** in connection with the use of the Easement Site **including, without limitation**, any direction in respect of the hours and method of access; and
- (c) Except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.

In exercising the powers granted under this Easement, the Owner of the lot benefited must:

- (a) Ensure that all work is done properly; and
- (b) Restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (c) Make good any collateral damage.

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

**Name of Authority whose consent is required to release, vary or modify the Easements numbered 1 and 2 in the abovementioned plan is Blacktown City Council.**

Approved by Council

.....  
Authorised Officer

PLAN:

Plan of Subdivision of Lot 105 in DP 1256784  
covered by Council's Certificate No.  
Dated:

**SIGNATURES**

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

.....  
Signature of Delegate

.....  
Name of Delegate

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

Signature of Witness

.....  
Name of Witness

.....  
.....  
.....

Address of Witness

(Lengths are in metres)

(Sheet 4 of 4 sheets)

**PLAN:**

Plan of Subdivision of Lot 105 in DP 1256784  
covered by Council's Certificate No.

Dated:

**SIGNATURES**

**EXECUTED BY GMR DEVELOPMENTS PTY LTD (ACN 602 965 677) BY ITS AUTHORISED  
OFFICER PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.**

.....  
Ni Buyang  
Sole Director/ Sole Secretary

Approved by Council

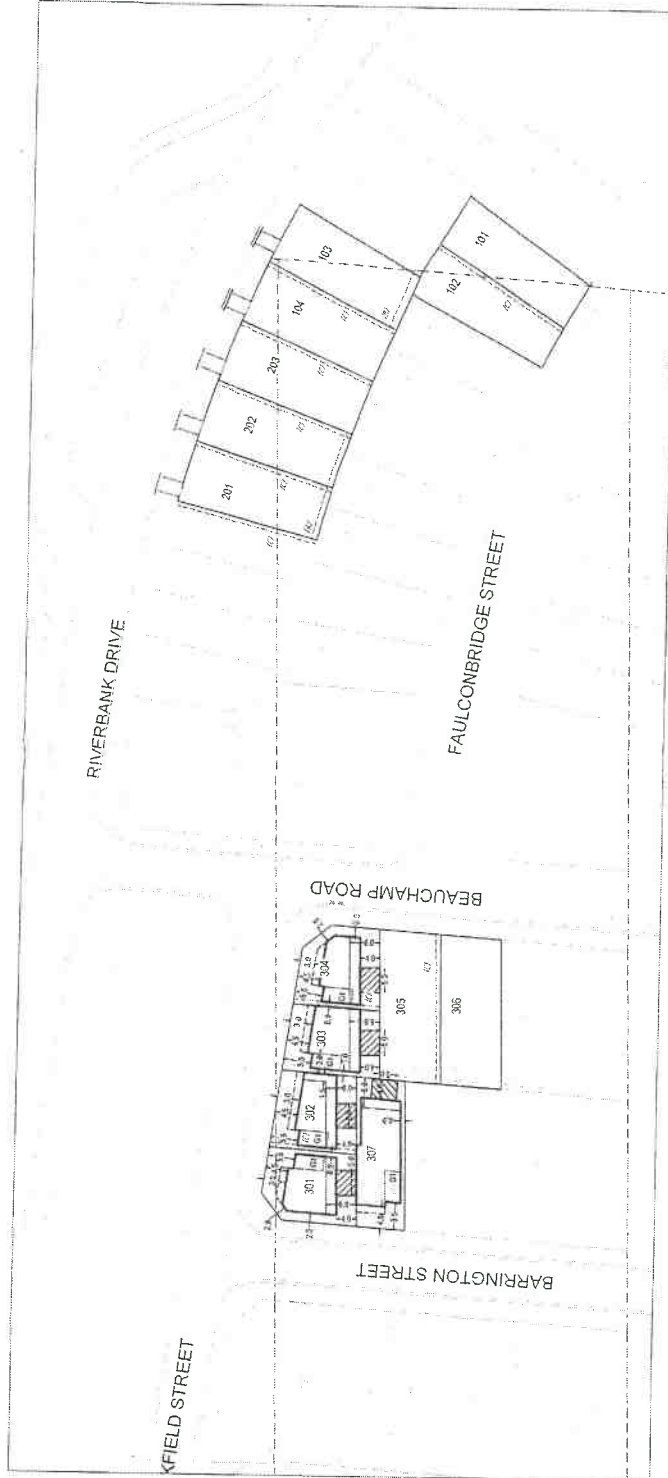
.....  
Authorised Officer



**BLACKTOWN CITY COUNCIL**

Development Consent No: **DA-18-00249**  
This document forms part of the above approval issued under  
Section 4.16 of the Environmental Planning and Assessment  
Act, 1979. This document must not be used or relied upon  
for construction purposes

Kerry Robinson  
Chief Executive Officer  
per: *GR*



**LEGEND**

[Symbol]	DEVELOPER BUILDING ENVELOPE
[Symbol]	DEVELOPER PRIVATE OPEN SPACE ENVELOPE
[Symbol]	DEVELOPER SECOND STOREY SETBACK
[Symbol]	DEVELOPER PERCOLATION ENVELOPE
[Symbol]	DEVELOPER WASTE MANAGEMENT FACILITY
[Symbol]	DEVELOPER COLE GARAGE
[Symbol]	DEVELOPER CONSTRUCTION

**NOTES**  
LOT DIMENSIONS AND AREAS ARE APPROXIMATE  
ONLY ALL DIMENSIONS TO BE CONFIRMED BY  
PROJECT SURVEYOR

<b>ISSUED FOR DEVELOPMENT APPLICATION NOT FOR CONSTRUCTION</b>		<b>Project</b> HAMBLEDON RD, SCHOFIELDS LOT 28 & 30, 2, 5, D.P. 1209414, 1193235, 1213134		<b>Project No</b> 17-85 DA BEP Rev B	
<b>Scale</b> 0 5 10 15 20 25 30 35 40 45 50 SCALE 1:500 (A3) SCALE 1:1000 (A4)		<b>Customer and Copyright</b> USE WITH CARE: THIS DOCUMENT IS THE PROPERTY OF GMR CONSULTING ENGINEERS AND SHOULD NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GMR CONSULTING ENGINEERS.		<b>GMR</b> Goldmate Residential	
<b>Legend</b>		<b>Orion Consulting Engineers</b>		<b>Orion Consulting Engineers</b>	
<b>Legend</b>		<b>Orion Consulting Engineers</b>		<b>Orion Consulting Engineers</b>	





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/1234694

SEARCH DATE	TIME	EDITION NO	DATE
23/10/2019	8:53 AM	2	14/11/2018

LAND

LOT 3 IN DEPOSITED PLAN 1234694  
AT THE PONDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1234694

FIRST SCHEDULE

GMR DEVELOPMENTS PTY LTD

(TZ AN418956)

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J330340 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 J330340 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 K586871 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 5 K586871 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 6 DP1213134 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP1213134 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP1193235 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1209414 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE (B) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 10 DP1209414 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1209414 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1209414 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1209414 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

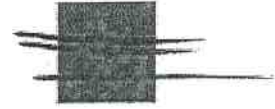
17208

PRINTED ON 23/10/2019

Search Date/Time: 23/10/2019 8:53AM

LEGALSTREAM AUSTRALIA - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/1234694

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

- NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 AN62346 MORTGAGE TO ONE MANAGED INVESTMENT FUNDS LIMITED OF  
THE PART FORMERLY IN 28/1209414 AND 30/1209414
- 15 AN844880 MORTGAGE TO ONE MANAGED INVESTMENT FUNDS LIMITED
- \* 16 DP1247329 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- \* 17 DP1247329 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1256784 PP DP1256785.

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

17208

PRINTED ON 23/10/2019

Search Date/Time: 23/10/2019 8:53AM

LEGALSTREAM AUSTRALIA - hereby certifies that the information contained in this document has been provided  
electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

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appearing under notations has not been formally recorded in the Register.



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/1213134

SEARCH DATE	TIME	EDITION NO	DATE
23/10/2019	3:36 PM	3	24/1/2018

LAND

LOT 5 IN DEPOSITED PLAN 1213134  
AT THE PONDS  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1213134

FIRST SCHEDULE

GMR DEVELOPMENTS PTY LIMITED

(T AK89139)

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K83885 LAND EXCLUDES MINERALS
- 3 K83885 COVENANT
- 4 DP1193235 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 5 DP1193235 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1200079 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1192925 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 8 DP1192925 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 9 DP1192925 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 10 DP1192925 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 11 DP1192925 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 12 DP1213134 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1213134 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 14 DP1213134 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT  
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 15 DP1213134 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 16 DP1213134 RESTRICTION(S) ON THE USE OF LAND
- 17 AN62346 MORTGAGE TO ONE MANAGED INVESTMENT FUNDS LIMITED

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 23/10/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/1213134

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1256784.

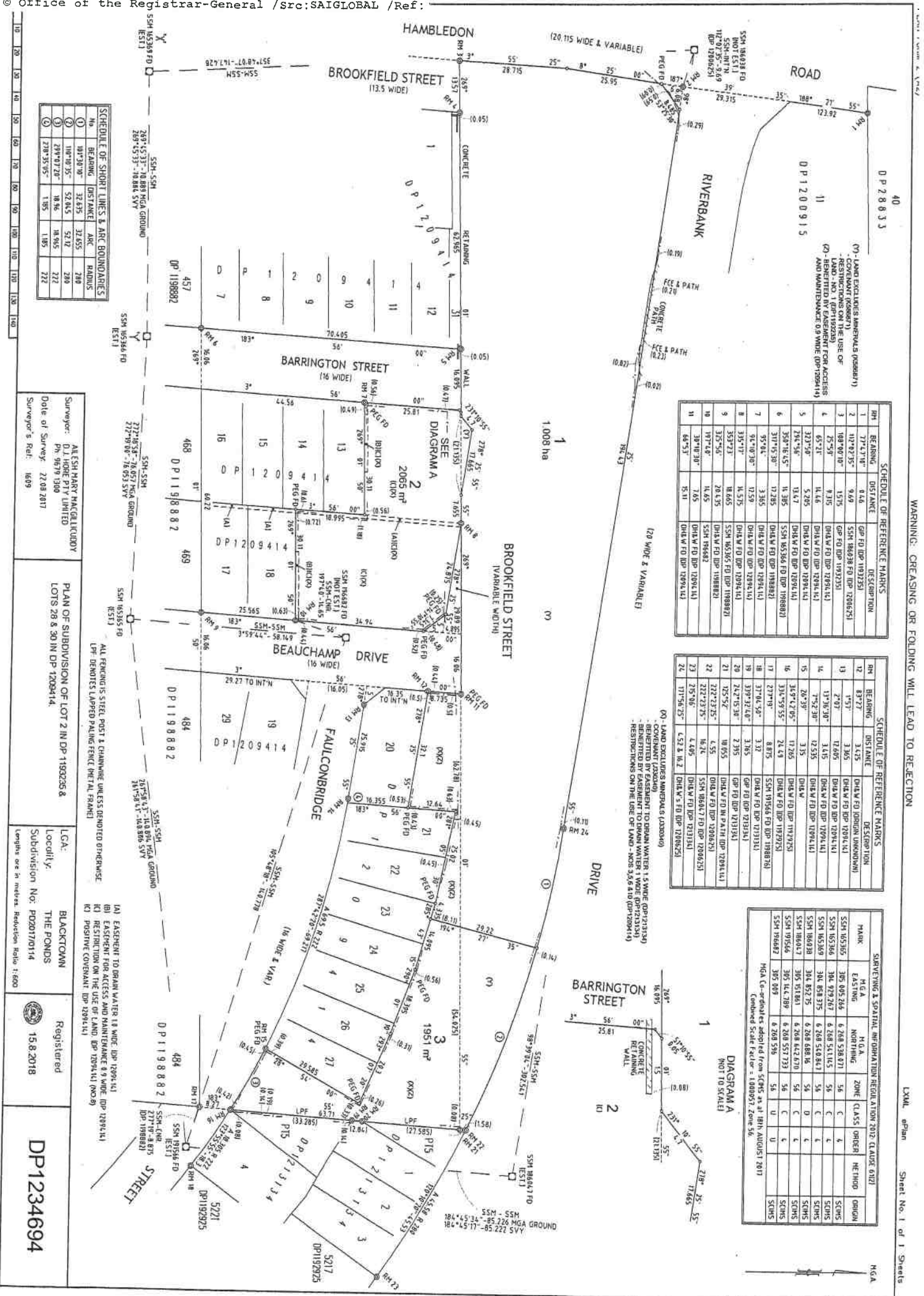
\*\*\* END OF SEARCH \*\*\*

PRINTED ON 23/10/2019

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# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 Sheet(s)

OFFICE USE ONLY

OFFICE USE ONLY

Registered:  15.8.2018

Title System: TORRENS

Purpose: SUBDIVISION

## DP1234694

PLAN OF SUBDIVISION OF LOT 2 IN DP 1193235 & LOTS 28 & 30 IN DP 1209414.

LGA: BLACKTOWN

Locality: THE PONDS

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 hereon have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

### Survey Certificate

I, AILESH MARY MACGILLICUDDY

of D.J. HORE PTY LIMITED

UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL.

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

\*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: 22.08.2017

\*(b) The part of the land shown in the plan (\*being/\*excluding^

~~was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.~~

\*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature:  Dated: 24.08.2017

Surveyor ID: 8890

Datum Line: 'X' - 'Y'

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 part of the subject of the survey.

### Subdivision Certificate

I, Judith Portelli  
 \*Authorised Person / \*General Manager / \*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:  .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 20 NOVEMBER 2017

Subdivision Certificate number: PD2017/0114

File number: N/A

\*Strike through if inapplicable

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

### Plans used in the preparation of survey/compilation

DP 1192925  
 DP 1193235  
 DP 1198876  
 DP 1198882  
 DP 1200625  
 DP 1209414  
 DP 1213134

If space is insufficient continue on Plan Form 6A

Signatures, Seals and Section 88B statements should appear on Plan Form 6A

SURVEYOR'S REFERENCE: 1609

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 Sheet(s)

OFFICE USE ONLY

OFFICE USE ONLY

Registered:  15.8.2018

PLAN OF SUBDIVISION OF LOT 2 IN DP 1193235 &  
LOTS 28 & 30 IN DP 1209414.

DP1234694

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

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


Subdivision Certificate Number: P02017/0114

Date of Endorsement: 20/11/17

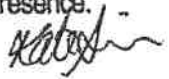
'STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE'.

EXECUTED BY SIGNATURE PROPERTIES NO 7 PTY LTD  
(ACN 609 711 864) BY ITS AUTHORISED OFFICER  
PURSUANT TO SECTION 127 OF THE CORPORATIONS  
ACT 2001.

ATUL KUMAR

  
SOLE DIRECTOR / SOLE SECRETARY

I certify that the attorney signed  
this instrument in my presence.

Signature of Witness: 

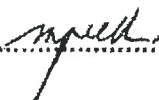
Kate Sims

Name of Witness:

Level 54 Governor Philip Tower

Address of Witness: 1 Farrer Place Sydney

Signed by the attorney named below  
who signed this instrument pursuant  
to the power of attorney specified  
for Eclipse Prudent Mortgage  
Corporation Limited  
ABN 54 089 265 270  
Signature of attorney:



Name and Position of attorney:

Name: Michael John Vella

Position: Chief Executive Officer

Power of Attorney:

Book: 4743 No. 468

Signing on behalf of:

Eclipse Prudent Mortgage Corporation  
Limited ABN 54 089 265 270

Date of signature:

6 August 2018

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 1609

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 Sheet(s)

Registered:  15.8.2018

OFFICE USE ONLY

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 2 IN DP 1193235 &  
LOTS 28 & 30 IN DP 1209414.

DP1234694

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

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

Subdivision Certificate Number: PD2017/0114

Date of Endorsement: 20/11/17

EXECUTED BY GMR DEVELOPMENTS PTY LTD  
(ACN 602 965 677) BY ITS AUTHORISED OFFICER  
PURSUANT TO SECTION 127 OF THE CORPORATIONS  
ACT 2001.

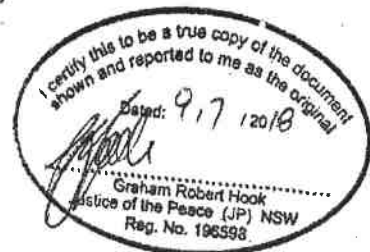
BUYANG NI

SOLE DIRECTOR / SOLE SECRETARY

EXECUTED by One Managed  
Investment Funds Limited  
A.C.N. 117 400 987 by its duly  
constituted Attorney  
and SE 4644  
Under Power of attorney No 265  
number  
dated 31/01/13  
Reg. 05/02/13

Stephen Richards  
Authorised officer

Justin Epstein  
Executive Director



I certify that the attorney signed  
this instrument in my presence

SIGNATURE of witness:

 MANAGER  
CUSTODY

NAME OF witness: CARMELLA WILSON

ADDRESS: L11, 20 HUNTER ST, SYDNEY  
NSW 2000

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 1609




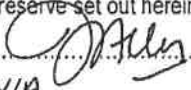
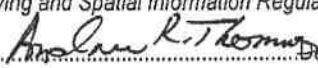
PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  27.11.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1213134</h1>
<p>PLAN OF SUBDIVISION OF LOTS 5218, 5219, 5220 &amp; 5227 D.P. 1192925</p>	<p>LGA: BLACKTOWN</p> <p>Locality: THE PONDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ANDREW RICHARD THOMAS.....</p> <p>of CRAIG &amp; RHODES PTY LTD.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 18 SEPTEMBER 2015.....</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ^.....</del></p> <p><del>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.</del></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, Judith Portelli.....</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: N/A.....</p> <p>Consent Authority: BLACKTOWN CITY COUNCIL.....</p> <p>Date of endorsement: 12 NOVEMBER 2015.....</p> <p>Subdivision Certificate number: 13362.....</p> <p>File number: DAP-15-936.....</p> <p>*Strike through inapplicable parts.</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:  Dated: 21/9/15.....</p> <p>Surveyor ID: 247.....</p> <p>Datum Line: 'A' - 'B'.....</p> <p>Type: *Urban/*Rural-</p> <p>The Terrain is <del>*Level/Undulating/*Steep/Mountainous</del></p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>D.P. 1192925</p> <p>D.P. 1193235</p> <p>D.P. 1200625</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 017-15</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered:  27.11.2015

PLAN OF  
SUBDIVISION OF LOTS 5218, 5219, 5220 & 5227  
D.P. 1192925

Subdivision Certificate number: 13362

Date of Endorsement: 12/11/15

Office Use Only

**DP1213134**

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

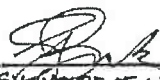
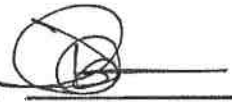
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel 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
1	175	RIVERBANK	DRIVE	THE PONDS
2	173	RIVERBANK	DRIVE	THE PONDS
3	171	RIVERBANK	DRIVE	THE PONDS
4	44	FAULCONBRIDGE	STREET	THE PONDS
STREET ADDRESS NOT AVAILABLE FOR LOT 5				
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 TO DRAIN WATER 1 WIDE
3. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
4. RESTRICTION ON USE OF LAND

EXECUTED BY METRO RIVERBPM LTD  
 (ACN 603 556 887)  
 BY IT ATTORNEY PURSUANT TO  
 POWER OF ATTORNEY BOOK 4686 NO 662  
 IN THE PRESENCE OF:

   
 SIGNATURE OF WITNESS SIGNATURE OF ATTORNEY


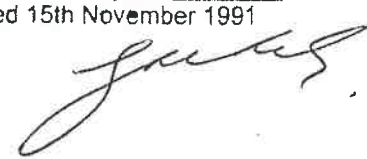
SIMON BURK  
 NAME OF WITNESS

DAVID JOHN MANN  
 NAME OF ATTORNEY

23/126 SPENKER RD  
 CREMORNE 2090  
 ADDRESS OF WITNESS

13/11/15  
 DATE OF EXECUTION

Executed for and on behalf of  
 Suncorp-Metway Limited  
 ABN 66 010 831 722  
 by Gerald James Henry Uncle  
 Authorised Level II Attorney  
 Power of Attorney No 372  
 Dated 15th November 1991

   
 SARAH POMPA 18/11/15  
 6/127, 20 BOND ST  
 SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 017-15

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 Sheets

**DP1213134**

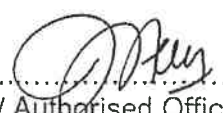
Plan of Subdivision of Lots 5218, 5219,  
 5220 & 5227 DP 1192925 covered by  
 Council's Subdivision Certificate No. 13362

Full Name and address of Proprietor of land:	<del>RIVER B</del> METRO-NSWSPV-6 PTY LTD (ACN 603 556 887) LEVEL 4 484 ST KILDA ROAD MELBOURNE VIC 3004
--	---

**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	1 2 3 4 5	Part 5 denoted 'E', 44/28833 1 1,2 1, 5, 44/28833 1, 44/28833
2.	Easement to Drain Water 1 Wide	4	1, Part 5 denoted 'E', 44/28833
3.	Easement for Access & Maintenance 0.9 Wide	1 2 5	2 3 1
4.	Restriction On Use Of Land	5	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

  
 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 4 Sheets

**DP1213134**

Plan of Subdivision of Lots 5218, 5219,  
5220 & 5227 DP 1192925 covered by  
Council's Subdivision Certificate No. 13362

## Part 2

**Name of Authority empowered to release vary or modify Easement  
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 proprietor of the lot benefited and persons authorised by him may:

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

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

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

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 3 of 4 Sheets

**DP1213134**

Plan of Subdivision of Lots 5218, 5219,  
5220 & 5227 DP 1192925 covered by  
Council's Subdivision Certificate No. 13362

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant  
numbered 4 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 4 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

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

ePlan

Lengths are in Metres

Sheet 4 of 4 Sheets

DP1213134

Plan of Subdivision of Lots 5218, 5219,  
5220 & 5227 DP 1192925 covered by  
Council's Subdivision Certificate No. 13362

Part 2 (cont)

EXECUTED by ~~RIVERS~~   
METRO NSWSPV-6 PTY LTD  
ACN 603 556 887

~~in accordance with section 127 of the  
Corporations Act~~

BY ITS ATTORNEY PURSUANT TO POWER OF ATTORNEY  
BOOK 4686 NO 662  
IN THE PRESENCE OF:

  
Signature of Director  
WITNESS

  
Signature of Director/Secretary  
ATTORNEY


SIMON BURK  
Name of Director  
WITNESS

DAVID JOHN MANN  
Name of Director/Secretary  
ATTORNEY

23/126 SPENKER RD  
CREMORNE 2090  
ADDRESS OF WITNESS

13/11/15  
DATE OF EXECUTION

Executed for and on behalf of  
Suncorp-Metway Limited  
ABN 66 010 831 722  
by Gerald James Henry Uncle  
Authorised Level II Attorney  
Power of Attorney No 372  
Dated 15th November 1991

  
SARAH POMPA

L1 27,20 BOND ST  
SYDNEY  
18/11/15

REGISTERED



27.11.2015

APPROVED BY BLACKTOWN CITY COUNCIL

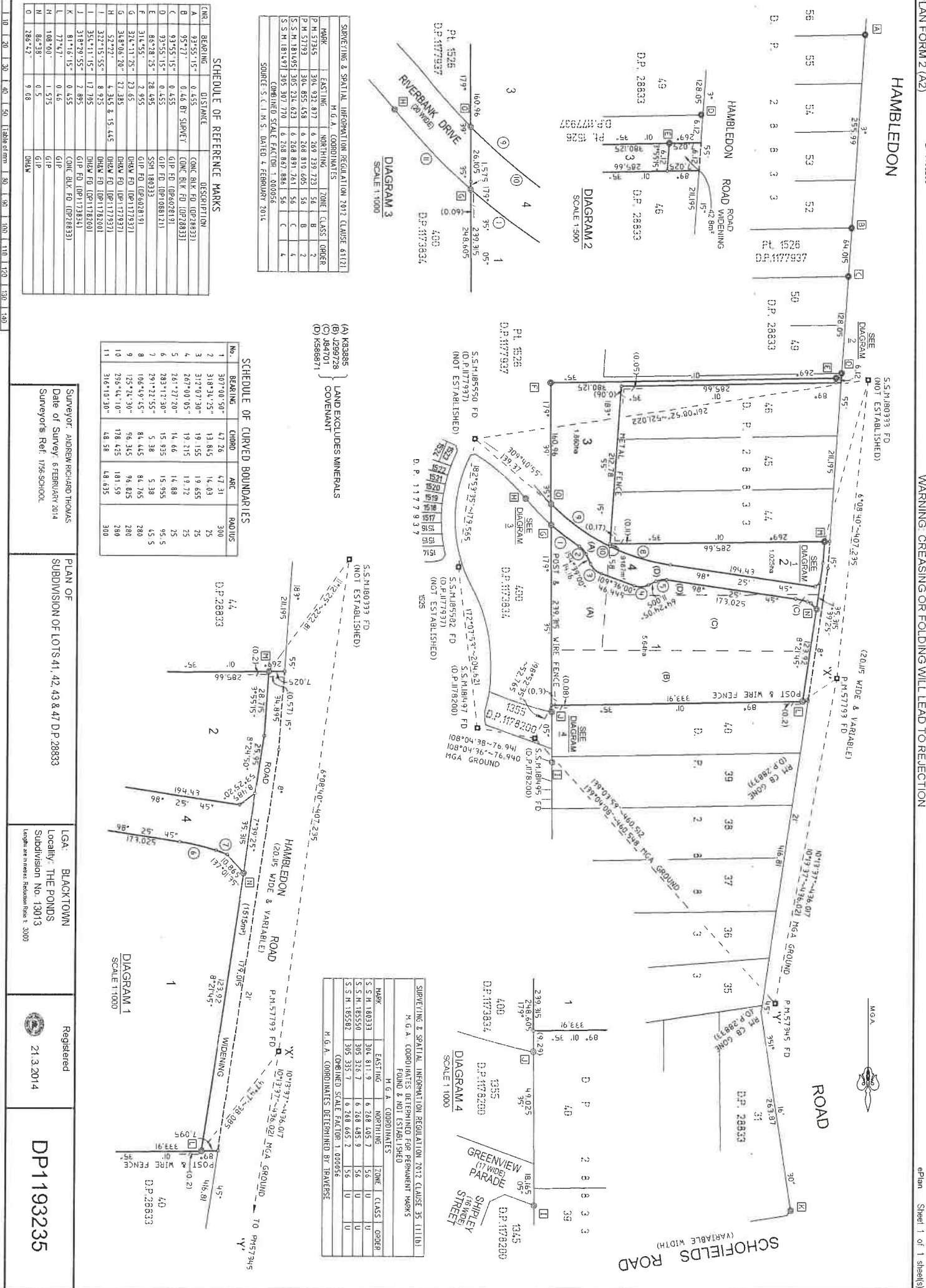
BLACKTOWN CITY COUNCIL



Judith Fortelli  
Manager Development Services

General Manager / Authorised Officer

Req:R143919 /Doc:DP 1193235 P /Rev:24-Mar-2014 /NSW LRS /Pgs:ALL /Prt:23-Oct-2019 15:44 /Seq:1 of 3  
 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only		Office Use Only	
Registered:  21.3.2014 Title System: <b>TORRENS</b> Purpose: <b>SUBDIVISION</b>		<h1>DP1193235</h1>	
PLAN OF SUBDIVISION OF LOTS 41, 42, 43 & 47 D.P.28833		LGA: <b>BLACKTOWN</b> Locality: <b>THE PONDS</b> Parish: <b>GIDLEY</b> County: <b>CUMBERLAND</b>	
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, <b>ANDREW RICHARD THOMAS</b> ..... of <b>CRAIG &amp; RHODES PTY LTD</b> ..... 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 <b>6 FEBRUARY 2014</b> ..... *(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 <b>Andrew R. Thomas</b> Dated: <b>14/2/2014</b> Surveyor ID: <b>247</b> Datum Line: <b>'X' - 'Y'</b> Type: <b>*Urban/*Rural</b> The Terrain is <b>*Level-Undulating / *Steep-Mountainous</b> *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, <b>Judith Portelli</b> ..... *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: <b>J. Portelli</b> ..... Accreditation number: <b>N/A</b> ..... Consent Authority: <b>BLACKTOWN CITY COUNCIL</b> ..... Date of endorsement: <b>6 MARCH 2014</b> ..... Subdivision Certificate number: <b>13013</b> ..... File number: <b>DAP-13-856</b> ..... *Strike through inapplicable parts.		Plans used in the preparation of survey/compilation D.P. 28833 D.P. 602819 D.P. 1088121 D.P. 1110630 D.P. 1177937  If space is insufficient continue on PLAN FORM 6A	
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: 1. ROAD WIDENING OF HAMBLEDON ROAD (1515m <sup>2</sup> ) 2. ROAD WIDENING OF HAMBLEDON ROAD (42.8m <sup>2</sup> )		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: <b>1756 SCHOOL</b>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered: 21.3.2014

Office Use Only

Office Use Only

PLAN OF  
SUBDIVISION OF LOTS 41, 42, 43 & 47  
D.P.28833

DP1193235

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

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

Subdivision Certificate number: 13013

Date of Endorsement: 6/3/14

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

1. RESTRICTION ON USE OF LAND
2. RESTRICTION ON USE OF LAND

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

Signed by me *ANTHONY PERRAS* delegate  
of the Minister for Education pursuant  
to Section 125 of the Education Act 1990  
and I hereby certify that I have no notice  
of the revocation of such delegation.



If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-SCHOOL

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 3 Sheets

Plan: **DP1193235**

Plan of Subdivision of Lots 41, 42, 43 &  
47 D.P. 28833 covered by Council's  
Subdivision Certificate No. 13013  
Dated 6.3.2014

Full Name and address of Proprietor of land:	MINISTER FOR EDUCATION Department of Education and Communities Level 4 35 Bridge 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.	Restriction on Use of Land	1, 2, 3, 4	Blacktown City Council
2.	Restriction on Use of Land	3	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

  
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 3 Sheets

Plan: **DP1193235**

Plan of Subdivision of Lots 41, 42, 43 &  
47 D.P. 28833 covered by Council's  
Subdivision Certificate No. 13013  
Dated 6.3.2014

## Part 2

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

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006, Section 94 Contributions and suitability of the lot for any intended use.

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

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


No development of the lot hereby burdened shall be permitted unless in accordance with plans and conditions approved by Notice of Determination No. 13-856 issued by Blacktown City Council on 12 August 2013.

This restriction will be in force until such time as Conditions of Consent have been completed to the satisfaction of Blacktown City Council for the lot hereby burdened.

Blacktown City Council will raise no objection to the extinguishment of this Restriction upon satisfactory completion of conditions of consent in accordance with approved plans and conditions under Development Consent No. 13-856 issued by Blacktown City Council on 12 August 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

ePlan

Lengths are in Metres

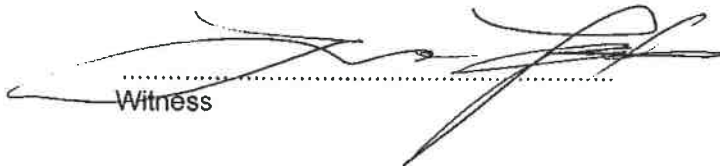
Sheet 3 of 3 Sheets

Plan: **DP1193235**

Plan of Subdivision of Lots 41, 42, 43 &  
47 D.P. 28833 covered by Council's  
Subdivision Certificate No. 13013  
Dated 6.3.2014

**Part 2 (cont)**

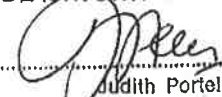
Signed by me, *ANTHONY PERRAU* )  
As delegate of the Minister for Education )  
pursuant to section 125 of the Education )  
Act 1990 and I hereby certify that I have no )  
notice of the revocation of such delegation )

  
Witness

*Laurie Flanders*  
Print Name

*35 BRIDGE ST SYDNEY*  
Address of Witness

BLACKTOWN CITY COUNCIL



Judith Portelli  
Manager Development Services

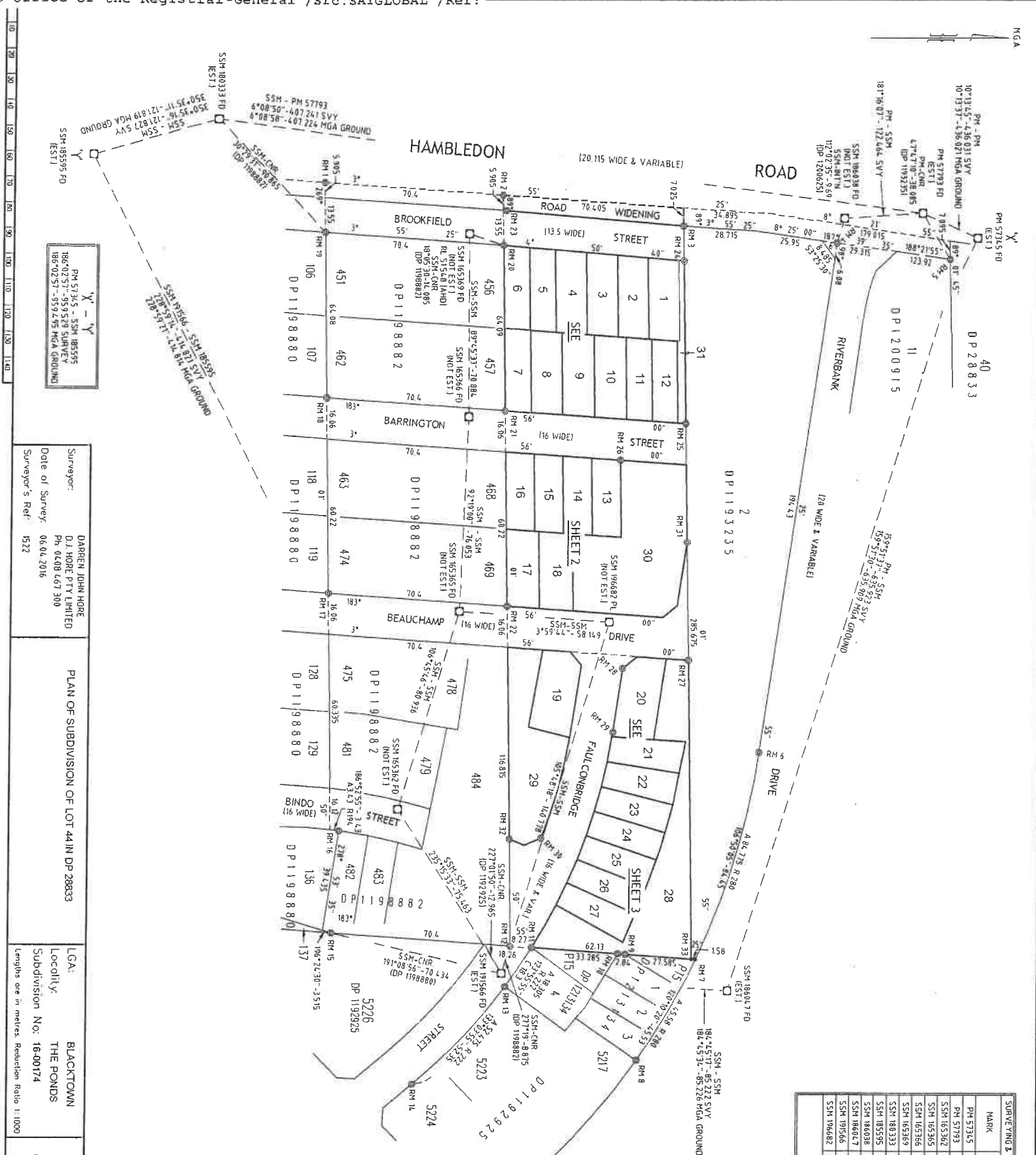
APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

REGISTERED



21.3.2014



SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLASS 351/10 AND CLASS 612)					
MARK	M.C.A.	M.C.A.	ZONE	CLASS	ORDER
PM 57145	30.4 932.877	6 269 239 723	56	B	2
PM 57193	30.4 955.458	6 268 810 605	56	B	2
SM 165362	30.5 083	6 268 518	56	U	U
SM 165365	30.5 005	6 268 538	56	U	U
SM 165366	30.4 320	6 268 544	56	U	U
SM 165369	30.4 550	6 268 541	56	U	U
SM 180333	30.4 811832	6 268 405 701	56	C	4
SM 180336	30.4 831758	6 268 205 516	56	C	4
SM 180608	30.4 853	6 268 688	56	U	U
SM 180595	30.5 1861	6 268 42 670	56	C	4
SM 191566	30.5 144 789	6 268 557 733	56	C	4
SM 196682	30.5 009 3	6 268 596 1	56	U	U

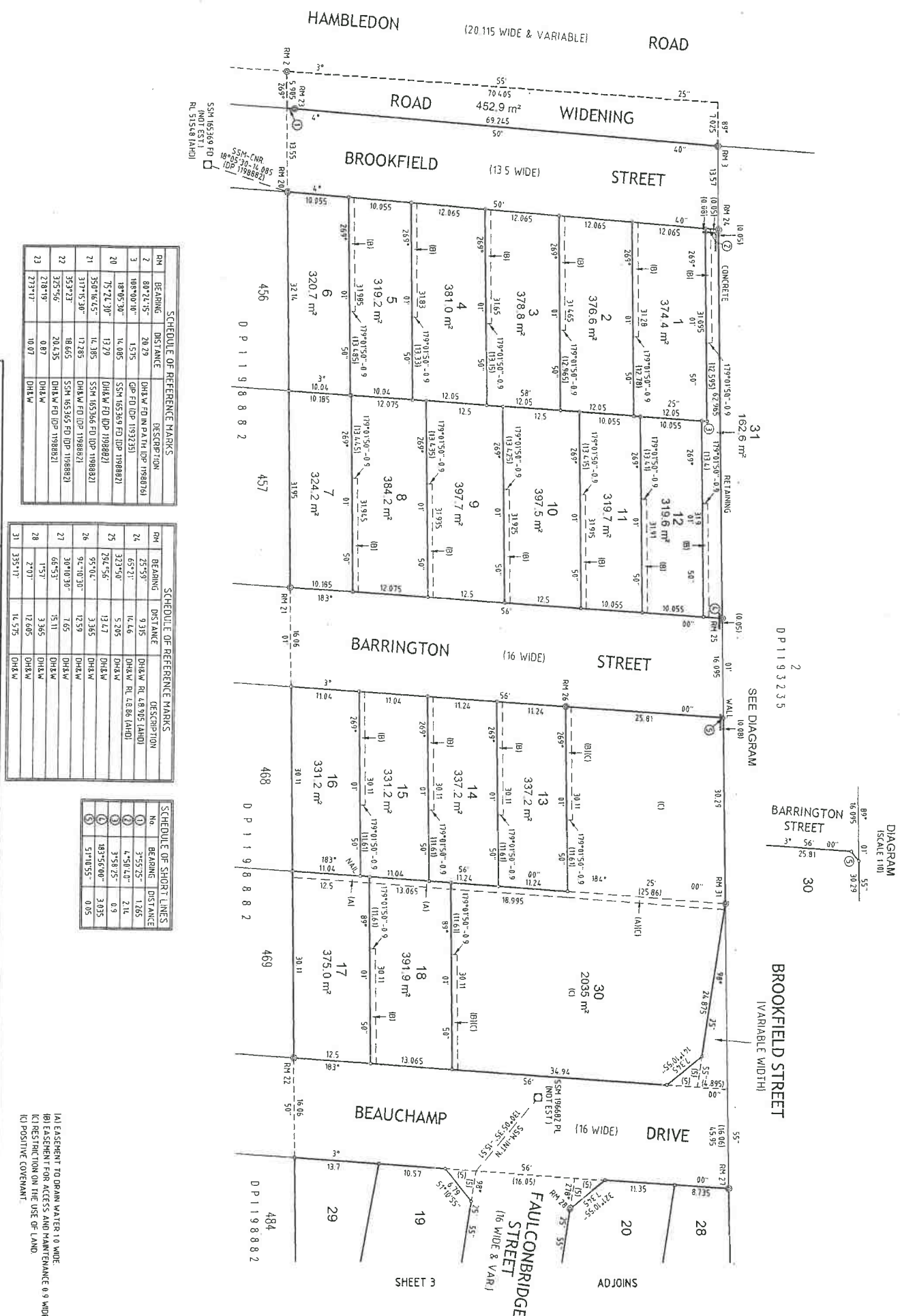
MCA Co-ordinates adopted from SCRS as at 1st April 2016  
Combined Scale Factor = 1000051 Zone 56

SCHEDULE OF REFERENCE MARKS			
RM	BEARING	DISTANCE	DESCRIPTION
1	59° 41'	15.3	D.H.M. TO IN TRAFFIC ISLAND (DP 1198876)
2	80° 24' 15"	20.29	D.H.M. TO IN PATH (DP 1198876)
3	108° 00' 0"	15.75	GP TO (DP 1193351)
4	112° 02' 35"	9.69	SM 186028 TO (DP 1200625)
5	77° 47' 10"	0.46	GP TO (DP 1193351)
6	111° 56' 25"	4.52 & 16.2	D.H.M. TO (DP 1200625)
7	222° 22' 25"	4.55	D.H.M. TO (DP 1200625)
8	215° 06'	4.05	D.H.M. TO (DP 1200625)
9	124° 15' 30"	2.395	GP TO (DP 1213141)
10	339° 32' 40"	3.765	GP TO (DP 1192751)
11	334° 53' 55"	24.49	D.H.M. TO (DP 1192751)
12	277° 19'	8.875	SM 191566 TO (DP 1198876)
13	37° 02' 54"	3.32	D.H.M. TO (DP 1213141)
14	48° 31' 10"	3.465 & 12.771	D.H.M. TO (DP 1192751)
15	284° 37'	0.54	GP TO (DP 1198751)
16	102° 24'	3.115	D.H.M. TO (DP 1198751)
17	347° 24' 30"	12.73	D.H.M. TO (DP 1198876)
18	348° 22' 30"	12.51	D.H.M. TO (DP 1198876)
19	78° 01' 45"	13.855	D.H.M. TO (DP 1198876)
20	162° 24' 30"	11.085	SM 165366 TO (DP 1198876)
21	350° 16' 45"	11.305	SM 165366 TO (DP 1198876)
22	357° 23'	18.665	SM 165365 TO (DP 1198876)
23	325° 56'	20.435	SM 165365 TO (DP 1198876)
24	273° 19'	0.87	D.H.M. TO
25	273° 19'	0.87	D.H.M. TO
26	273° 19'	0.87	D.H.M. TO
27	273° 19'	0.87	D.H.M. TO
28	273° 19'	0.87	D.H.M. TO
29	273° 19'	0.87	D.H.M. TO
30	273° 19'	0.87	D.H.M. TO
31	273° 19'	0.87	D.H.M. TO
32	273° 19'	0.87	D.H.M. TO
33	273° 19'	0.87	D.H.M. TO

Surveyor: D.J. HORE PTY LIMITED Ph: 0408 467 300 Date of Survey: 06/04/2016 Surveyor's Ref: 1522	PLAN OF SUBDIVISION OF LOT 44 IN DP 28833	LGA: BLACKTOWN Locality: THE PONDS Subdivision No: 16/00174	Registered 22.8.2016
--	---	---	-------------------------

Lengths are in metres. Reduction Ratio 1:1000

DP 1209414



SCHEDULE OF REFERENCE MARKS			DESCRIPTION
RM	BEARING	DISTANCE	
1	80°42'15"	20.79	OHM F.D. IN PLATE IDP 190878761
2	168°04'50"	15.75	OHM F.D. IN PLATE IDP 190878761
	18°45'30"	16.085	SSM 655365 F.D. IDP 19088821
20	75°42'30"	13.79	OHM F.D. IDP 19088821
21	350°46'55"	16.395	SSM 655365 F.D. IDP 19088821
	317°15'30"	12.885	OHM F.D. IDP 19088821
22	353°37'31	18.655	SSM 655365 F.D. IDP 19088821
23	325°56'	20.535	OHM F.D. IDP 19088821
24	278°19'	0.82	OHM F.D. IDP 19088821
25	273°17'	10.07	OHM F.D. IDP 19088821

RM	SCHEDULE OF REFERENCE MARKS		DESCRIPTION
	BEARING	DISTANCE	
24	25.59°	9.315	DH&W RL 48.705 (LAND)
24	65°21'	14.46	DH&W RL 4.886 (LAND)
25	32.3°50'	5.205	DH&W
25	76°4.56'	13.47	DH&W
26	95°04'	3.365	DH&W
26	94.10-10.10°	12.59	DH&W
27	30°00.10°	7.65	DH&W
27	64°53'	15.11	DH&W
28	1°57'	3.365	DH&W
28	2°07'	12.605	DH&W
31	335°17'	14.755	DH&W

No.	BEARING	DISTANCE
①	3°55'25"	1.265
②	4°50'40"	2.14
③	3°58'25"	0.9
④	183°56'00"	3.035
⑤	51°10'55"	0.05

- (A) EASEMENT TO DRAIN WATER 10 WIDE.
- (B) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE.
- (C) RESTRICTION ON THE USE OF LAND.
- (C) POSITIVE COVENANT.

**DARREN JOHN HORE**  
**D.J. HORE PTY LIMITED**

PLAN OF SUBDIVISION OF LOT 44 IN DP 28833

LGA: BLACKTOWN

Registered

DP 1209414



SCHEDULE OF SHORT LINES & ADC EQUIPMENTS						
No.	BEARING	DISTANCE	ARC	RAODS	RAODS	
(1)	98°59'00"	4.035	4.735	206		
(2)	95°54'16.95"	4.0	4.0	206		
(3)	156°57'14"	7.03				
(4)	202°18'30"	6.23				
(5)	249°07'18.30"	18.96				
(6)	279°26'55.55"	9.5	9.5	222		
(7)	282°26'55.55"	10	10	222		
(8)	290°21'05"	10	10	222		
(9)	287°44'35"	10	10	222		
(10)	285°11'20"	10	10	222		
(11)	282°56'30"	10	10	222		
(12)	280°17'40"	10	10	222		
(13)	278°35'05"	1.855	1.855	222		

DARREN JOHN HOPE  
 PJ HOPE PLY LIMITED  
 P. 0408 661 300  
 Date of Survey: 06/04/2016

PLAN OF SUBDIVISION OF LOT 44 IN DP 28833


Registered  
22.8.2016

DP 1209414

(A) EASEMENT TO DRAIN WATER 10 WIDE  
(B) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE  
(C) RESTRICTION ON THE USE OF LAND  
(D) POSITIVE COVENANT

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 Sheet(s)

Registered:  22.8.2016 OFFICE USE ONLY  
 Title System: TORRENS  
 Purpose: SUBDIVISION

## DP1209414

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 44  
 IN DP 28833

LGA: BLACKTOWN  
 Locality: THE PONDS  
 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 hereon have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

### Survey Certificate

I, DARREN JOHN HORE  
 of D.J. HORE PTY LIMITED  
UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL

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

\*(a) The land shown in the plan was surveyed in accordance with the  
 Surveying and Spatial Information Regulation 2012, is accurate  
 and the survey was completed on: 06.04.2016

\*(b) The part of the land shown in the plan (\*being/\*excluding ^  
 .....)

was surveyed in accordance with the Surveying and Spatial  
 Information Regulation 2012, is accurate and the survey was  
 completed on, ..... the part not surveyed was  
 compiled in accordance with that Regulation.

\*(c) The land shown in this plan was compiled in accordance with the  
 Surveying and Spatial Information Regulation 2012.

Signature: Darren Hore Dated: 06.04.2016

Surveyor ID: 101

Datum Line: 'X' - 'Y'

Type: \*Urban / \*Rural

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

\*Strike through if inapplicable.

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

### Subdivision Certificate

I, Judith Portelli  
 \*Authorised Person / \*General Manager / \*Accredited Certifier, certify  
 that the provisions of s.109J of the Environmental Planning and  
 Assessment Act 1979 have been satisfied in relation to the proposed  
 subdivision, new road or reserve set out herein.

Signature: Judith Portelli

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 20 JULY 2016

Subdivision Certificate number: 16-00174

File number: DA-15-01176

\*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves  
 and drainage reserves.

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

1. HAMBLEDON ROAD ROAD WIDENING
2. THE EXTENSION OF BROOKFIELD STREET (13.5 WIDE)
3. BROOKFIELD STREET (VARIABLE WIDTH)
4. THE EXTENSION OF BARRINGTON STREET (16 WIDE)
5. THE EXTENSION OF BEAUCHAMP DRIVE (16 WIDE)
6. BINDO STREET (16 WIDE)
7. THE EXTENSION OF FAULCONBRIDGE STREET  
 (16 WIDE & VARIABLE)

Plans used in the preparation of survey/compilation

DP 1192925  
 DP 1193235  
 DP 1198876  
 DP 1198880  
 DP 1198882  
 DP 1200079  
 DP 1200625  
 DP 1213134

If space is insufficient continue on Plan Form 6A

Signatures, Seals and Section 88B statements should appear on  
 Plan Form 6A

SURVEYOR'S REFERENCE: 1522

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 Sheet(s)

Registered:



22.8.2016

OFFICE USE ONLY

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 44  
IN DP 28833

## DP1209414

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

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

Subdivision Certificate No: 16-00174

Date of Endorsement: 20/7/16

### SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	58	BROOKFIELD	STREET	THE PONDS
2	56	BROOKFIELD	STREET	THE PONDS
3	54	BROOKFIELD	STREET	THE PONDS
4	52	BROOKFIELD	STREET	THE PONDS
5	50	BROOKFIELD	STREET	THE PONDS
6	48	BROOKFIELD	STREET	THE PONDS
7	47	BARRINGTON	STREET	THE PONDS
8	49	BARRINGTON	STREET	THE PONDS
9	51	BARRINGTON	STREET	THE PONDS
10	53	BARRINGTON	STREET	THE PONDS
11	55	BARRINGTON	STREET	THE PONDS
12	57	BARRINGTON	STREET	THE PONDS
13	54	BARRINGTON	STREET	THE PONDS
14	52	BARRINGTON	STREET	THE PONDS
15	50	BARRINGTON	STREET	THE PONDS
16	48	BARRINGTON	STREET	THE PONDS
STREET ADDRESSES NOT AVAILABLE FOR LOTS 16 TO 20				
21	64	FAULCONBRIDGE	STREET	THE PONDS
22	62	FAULCONBRIDGE	STREET	THE PONDS
23	60	FAULCONBRIDGE	STREET	THE PONDS
24	58	FAULCONBRIDGE	STREET	THE PONDS
25	56	FAULCONBRIDGE	STREET	THE PONDS
26	54	FAULCONBRIDGE	STREET	THE PONDS
27	52	FAULCONBRIDGE	STREET	THE PONDS
STREET ADDRESSES NOT AVAILABLE FOR LOTS 28 TO 31				

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 Sheet(s)

Registered:



22.8.2016

OFFICE USE ONLY

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 44  
IN DP 28833

DP1209414

Subdivision Certificate No: 16-0074

Date of Endorsement: 20/7/16

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

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

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

- 1) EASEMENT TO DRAIN WATER 1.0 WIDE. (A)
- 2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE. (B)
- 3) RESTRICTION ON THE USE OF LAND.
- 4) RESTRICTION ON THE USE OF LAND.
- 5) RESTRICTION ON THE USE OF LAND.
- 6) RESTRICTION ON THE USE OF LAND.
- 7) RESTRICTION ON THE USE OF LAND.
- 8) RESTRICTION ON THE USE OF LAND. (C)
- 9) POSITIVE COVENANT. (C)
- 10) RESTRICTION ON THE USE OF LAND.

EXECUTED BY GMR DEVELOPMENTS PTY LTD  
(ACN 602 965 677) BY ITS AUTHORISED OFFICER  
PURSUANT TO SECTION 127 OF THE CORPORATIONS  
ACT 2001.

NI BUYANG

SOLE DIRECTOR / SOLE SECRETARY

ROSEMARY NOLAN

DIRECTOR & AUTHORISED OFFICERS  
CENTAUR PROPERTY HOLDINGS PTY LTD  
ACN 165 705 662 pursuant to S127 of  
the Corporations Act 2001

Joshua Rowe

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE  
 OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Lengths are in metres)

ePlan  
 (Sheet 1 of 8 sheets)

**PLAN: DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
 covered by Council's Certificate No. 16-00174  
 Dated: 20/7/16

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

GMR Developments Pty Ltd  
 13 Marion Street  
 Bankstown NSW 2200

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, 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 1.0 Wide. (A)	17 18 30	469/1198882 17 & 469/1198882 17, 18 & 469/1198882
2	Easement for Access and Maintenance 0.9 Wide. (B)	1 2 3 4 5 8 9 10 11 12 13 14 15 18 21 22 23 24 25 26 27 30 31	2 3 4 5 6 7 8 9 10 11 14 15 16 17 22 23 24 25 26 27 28 13 & 18 1 & 12

Approved by Council .....

Authorised Officer

ePlan

(Lengths are in metres)

(Sheet 2 of 8 sheets)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
 covered by Council's Certificate No. 16-00174  
 Dated: 20/7/16

3	Restriction on the Use of Land.	1 – 31 inclusive	Blacktown City Council
4	Restriction on the Use of Land.	1 & 12	Blacktown City Council
5	Restriction on the Use of Land.	1 – 31 inclusive	Blacktown City Council
6	Restriction on the Use of Land.	1 – 31 inclusive	Blacktown City Council
7	Restriction on the Use of Land.	1 – 6 inclusive	Blacktown City Council
8	Restriction on the Use of Land. (C)	30	Blacktown City Council
9	Positive Covenant. (C)	30	Blacktown City Council
10	Restriction on the Use of Land.	28-31 inclusive	Blacktown City Council

Approved by Council

  
 Authorised Officer

ePlan

(Lengths are in metres)

(Sheet 3 of 8 sheets)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 20/7/16

**PART 2 (Terms)**

**1. Terms of Easement numbered 1 in the abovementioned plan:**

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919, as amended.

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

**2. Terms of Easement numbered 2 to in the abovementioned plan:**

The owner of a lot benefited and every person authorised by that person may, by any reasonable means:

- (a) Access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened; and
- (b) Remain on the Easement Site for any reasonable time for the purposes outlined in Clause (a).

The owner of a lot benefited and every person authorised by that person must:

- (a) Cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
- (b) Comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
- (c) Except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.

In exercising the powers granted under this Easement, the Owner of the lot benefited must:

- (a) Ensure that all work is done properly; and
- (b) Restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (c) Make good any collateral damage.

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

Approved by Council

  
Authorised Officer

ePlan

(Lengths are in metres)

(Sheet 4 of 8 sheets)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 20/7/16

**3. Terms of Restriction on the Use of Land numbered 3 in the abovementioned plan:**

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

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 3 in the abovementioned plan is Blacktown City Council.**

**4. Terms of Restriction on the Use of Land numbered 4 in the abovementioned plan:**

No piling shall be erected on the lots hereby burdened unless such piers extend to a depth beyond the zone of influence of any adjoining retaining walls or structures or alternatively suitably designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of Blacktown City Council.

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 4 in the abovementioned plan is Blacktown City Council.**

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

No vehicular access to the lot(s) hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 5 in the abovementioned plan is Blacktown City Council.**

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

No building or structure shall be erected on the lot hereby burdened unless 25MPa concrete is used for shallow footings and 32MPa concrete is used for concrete piers and swimming pools unless such concrete is designed and certified by a Chartered Professional Engineer.

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 6 in the abovementioned plan is Blacktown City Council.**

Approved by Council

  
Authorised Officer

ePlan

(Lengths are in metres)

(Sheet 5 of 8 sheets)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 20/7/16

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

The finished floor level of any building, requiring connection to Sydney Water Sewer, erected on the lots hereby burdened, shall not be below those heights stated in the following table, on the Australian Height Datum (AHD):

LOT	MINIMUM FLOOR LEVEL
1	49.80 metres AHD
2	50.10 metres AHD
3	50.40 metres AHD
4	50.65 metres AHD
5	50.90 metres AHD
6	51.30 metres AHD

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 7 in the abovementioned plan is Blacktown City Council.**

**8. Terms of Restriction on the Use of Land numbered 8 in the abovementioned plan:**

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the future Temporary Stormwater Quality Improvement Device and Outlet Works (hereinafter referred to as "the system") constructed within that part of the burdened lot denoted (C) on the abovementioned plan, that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this Restriction, 'the system' shall mean Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the Temporary Stormwater Quality Improvement Device and Outlet Works constructed on the land as required by CC-15-1740 and as detailed on the plans approved by Land Development Certificates as approved Construction Certificate No. 13670 on 18/12/2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. CC-15-1740.

Blacktown City Council will have no objection to the release of this Restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the Temporary Stormwater Quality Improvement Device and Outlet Works within that part of the lot hereby burdened denoted (C) on the abovementioned plan.

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 8 in the abovementioned plan is Blacktown City Council.**

Approved by Council

  
Authorised Officer

ePlan

(Sheet 6 of 8 sheets)

(Lengths are in metres)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 2017/11/6

**9. Terms of Positive Covenant numbered 9 in the abovementioned plan:**

1. The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the future Temporary Stormwater Quality Improvement Device and Outlet Works (hereinafter referred to as 'the system') constructed on that part of the burdened lot denoted (C) on the abovementioned plan, that they will:
  - (a) Keep the system clean and free from silt, rubbish and debris.
  - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Detention Maintenance Schedule" prepared by Storm Consulting on 28/10/2016, a copy of which is held on Council File CC-15-1740/CI. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
  - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - (d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
  - (e) Notify Council in writing after each programmed maintenance inspection.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
  - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers to be reasonable to comply with the said notice referred to in part 1(d) above;
  - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph 2(a) above. Such expense shall include reasonable wages for the Council's employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

Approved by Council

  
Authorised Officer

(Lengths are in metres)

ePlan

(Sheet 7 of 8 sheets)

PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 2017/16

**9. Terms of Positive Covenant numbered 9 in the abovementioned plan continued:**

- (ii) Legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulate in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this Covenant, 'the system' shall mean the Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the future Temporary Stormwater Quality Improvement Device and Outlet Works constructed on the land as required by CC-15-1740 and as detailed on the plans approved by Land Development Certificates as approved Construction Certificate No. 13670 on 18/12/2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. CC-15-1740.

Blacktown City Council will have no objection to the release of this Covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary On-Site Stormwater Detention Storage Area & Outlet Works and the future Temporary Stormwater Quality Improvement Device and Outlet Works within that part of the lot hereby burdened denoted (C) on the abovementioned plan.

**Name of Authority empowered to release, vary or modify the Positive Covenant numbered 9 in the abovementioned plan is Blacktown City Council.**

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

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

**Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 10 in the abovementioned plan is Blacktown City Council.**

Approved by Council



Authorised Officer

(Lengths are in metres)

ePlan

(Sheet 8 of 8 sheets)


PLAN: **DP1209414**

Plan of Subdivision of Lot 44 in DP 28833  
covered by Council's Certificate No. 16-00174  
Dated: 20/7/16


SIGNATURES

EXECUTED by GMR DEVELOPMENTS PTY LTD  
(ACN 602 965 677) BY ITS AUTHORISED OFFICERS  
PURSUANT TO SECTION 127 OF THE CORPORATIONS  
ACT 2001.

  
.....  
Signature of Sole Director/ Sole Secretary  
Ni Buyang

  
.....  
ROSEMARY NOLAN

DIRECTORS & AUTHORISED OFFICERS  
CENTARA PROPERTY <sup>HOLDINGS</sup> ~~MANAGEMENT~~ PTY LTD.  
ACN 165 705 662 pursuant to s127 of  
the Corporations Act 2001.

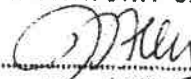
  
.....  
JOSHUA ROWE

REGISTERED



22.8.2016

BLACKTOWN CITY COUNCIL

  
.....

Judith Portelli  
Manager Development Services

Approved by Council

Authorised Officer

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **J 330340**

New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)



Fees:— £ s. d.  
 Lodgment 2 10:—  
 Endorsement : : :  
 Certificate : : :  
 Stamp Duty 1 : : :  
 £ 4 10:—  
 1-5-63

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, **WE, JOHN ALLEN TAYLOR** of Wahroonga, Salesman, and  
**ALEXANDER FRANK COWDRILL** of Wahroonga, Company Director,  
 as tenants in common

*I understand D.P. for time being subject to the full D.P. -  
 1/12/63*  
 (herein called transferor)

a If a loss occurs, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND TWO HUNDRED AND FIFTY POUNDS**

(£ 1250.0.0 ) (the receipt whereof is hereby acknowledged) paid to us by **LINDSAY VALENTINE HOGAN** of care of R. Leabeater, R.M.B. 213 Nimbin via Lismore (formerly of No. 722A Richmond Road, Blacktown) Carrier and in consideration of **ONE THOUSAND NINE HUNDRED POUNDS (£1,900.0.0)** (the receipt whereof is hereby acknowledged) paid to the said Lindsay Valentine Hogan by Charles Frederick Smith and Violet Smith

at the request and by the direction of the said-Lindsay Valentine Hogan do hereby/ transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

the said **CHARLES FREDERICK SMITH** of 5 Marnpar Road, North Seven Hills, Painter and the said **VIOLET SMITH** his wife as joint tenants

(herein called transferee)

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. ..."

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	GIDLEY	PART	7790	29 & 30	Being Lot 4K in D.P. 28833.
Excepting thereout the Transferors' estate and interest in all minerals lying within the said land.					

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And the transferees covenant(s) with the transferor's:

- any  
That no fence shall be erected  
(a) ~~That no fence shall be erected~~ on the said land to divide it  
from the Transferors' adjoining Lots 43, 45 and 47

Deposited Plan 28833 without the consent of the Transferors  
but such consent shall not be withheld if the fence shall be  
erected without expense to the Transferors and in favour of  
any person dealing with the Transferees such consent as aforesaid  
shall be deemed to have been given in respect of any fences for  
the time being erected.

- (b) That the Transferees shall not at any time hereafter excavate  
carry away or remove or permit to be excavated carried away  
or removed any earth, clays, stone, gravel, soil or sand from the  
said land except for the purpose of excavating for the found-  
ations of any building to be erected thereon or use or permit  
or allow the said land to be used for the manufacture or  
winning of bricks, tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant  
to the said adjoining land of the Transferors but upon transfer  
of such adjoining land the said covenant (a) shall become absol-  
utely void.

The burden of the foregoing covenant is upon the land trans-  
ferred by this instrument.

The said covenants may be released, modified or varied by the  
registered proprietor for the time being of the land to which  
the said covenants are appurtenant.

\* Strike out if unnecessary, or  
suitably adjust.

(i) If any easements are to  
be created or any excep-  
tions to be made; or

(ii) If the statutory coven-  
ants implied by the Act  
are intended to be varied  
or modified.

Covenants should comply with  
the provisions of Section 88 of  
the Conveyancing Act, 1919-  
1964.

ENCUMBRANCES, &c., REFERRED TO.

NIL

\* A very short note will suffice.

K 1165-2 St 437

If the Transfer or Transfers sign by a party, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Blacktown the 29th day of March 1963  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed by LINDSAY VALENTINE HOGAN

who is personally known to me:

L. V. Hogan.  
Directing Party.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

V. Smith  
B. T. Smith  
Transferor(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 72640 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 29th day of March 1963  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_ the attesting witness to this instrument 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 \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person liable or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or eas, the Transferor must accept personally.

No alterations should be made by erasure. Two words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **J 330340**

LODGED BY Pye Sherrin's Clerk  
Alan [Signature]

**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 20s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
 (iii) as ascertained where more than one simple diagram, or an extensive diagram will appear.  
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Received Docs.  
 Nos.  
 Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

**IWE, AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED**

mortgagee under Mortgage No. J 193550  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney this 29th day of March, 1963.

Signed in my presence by Joseph F. Marks as the duly constituted attorney of **AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED** who are personally known to me.

Joseph F. Marks  
 Mortgagee.

FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <u>Partially to [Signature]</u> <u>Ex minerals.</u>
Checked by <u>CPK</u> <u>ML</u>	Particulars entered in Register Book. Volume <u>2790</u> Folio <u>29</u> <u>30</u>
Passed (in S.D.R.) by <u>26/6/63</u>	<u>M.F.</u> the <u>27</u> day of <u>February</u> 19 <u>63</u> minutes past <u>4</u> o'clock in the <u>after</u> noon.
Signed by <u>[Signature]</u>	<u>[Signature]</u> Registrar-General

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<u>N/F</u>	<u>17.2.64</u>
Draft examined	<u>OK</u>	<u>19.2.64</u>
Diagram prepared	<u>OK</u>	<u>23.2.64</u>
Diagram examined	<u>OK</u>	<u>23.2.64</u>
Draft forwarded	<u>OK</u>	<u>23.2.64</u>
Supt. of Registrars	<u>OK</u>	<u>23.2.64</u>
Cancellation Clerk	<u>OK</u>	<u>23.2.64</u>
<b>9649</b>	<b>For 88</b>	

EXTRA LIES  
[Signature]  
[Signature]

Mortgage J330341 To follow 28/5/1963



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FROM IS UNFITABLE

K 586871

New South Wales

STAMP DUTY

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees: £ s. d.  
Lodgment 8-00  
Endorsement 3-00  
Certificate 3-00  
14/2/67

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, we JOHN ALLEN TAYLOR of Wahroonga Salesman and  
MARCELLE HELEN COWDRILL of Castle Cove Widow

a If a lease estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00) (the receipt whereof is hereby acknowledged) paid to us by

FRITZ FRENZEL and INGRID RENATA FRENZEL

do hereby transfer to

a Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

FRITZ FRENZEL of 43 Hambledon Road Quakers Hill Electrical Mechanic  
and INGRID RENATA FRENZEL his wife

(herein called transferee) as joint tenants

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ..."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:-

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Gidley	Part	7790	29 & 30	Lot 43 D.P. 28833
Excepting thereout the Transferrors' estate and interest in all minerals lying within the said land					

And the transferees covenant(s) with the transferors

- (a) That no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 42, 44 and 47 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

d Strike out if unnecessary, or suitably adjust,

- (i) if any covenants are to be created or any exceptions to be made; or  
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice.

K 1165-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney the 10th day of February 1967.  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
Transferor.\*

Signed in my presence by the transferees

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

*[Signature]*  
*[Signature]*  
Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *[Number]* Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

\* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and \_\_\_\_\_  
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 \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the attention being verified by signature or initials in the margin, or noticed in the attestation.

**K 586871**  
No. \_\_\_\_\_

LODGED BY **JOHN CRAM & SON**  
SOLICITORS  
229-231 MACQUARIE ST.  
SYDNEY  
PHONE BW 9745

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3 6s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—  
(i) where a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—  
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
(ii) £1 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HERewith.**

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

**X** We, Automobile & General Finance Company limited  
50 Young Street, Sydney

mortgagee under Mortgage No. J193550

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, and who state that they have no notice of the revocation of of the Power of Attorney Registered No. 72640 Miscellaneous Register under the authority of which they have just executed the within instrument.

Dated at Sydney this 10th day of February, 1967.

Signed in my presence by Joseph

Frederick MARKS and Reginald  
Belton GARD as the duly  
constituted attorneys of  
AUTOMOBILE & GENERAL FINANCE

AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED

~~who are personally known to me~~  
COMPANY LIMITED who are personally known to me

*[Signature]*  
Mortgagee.

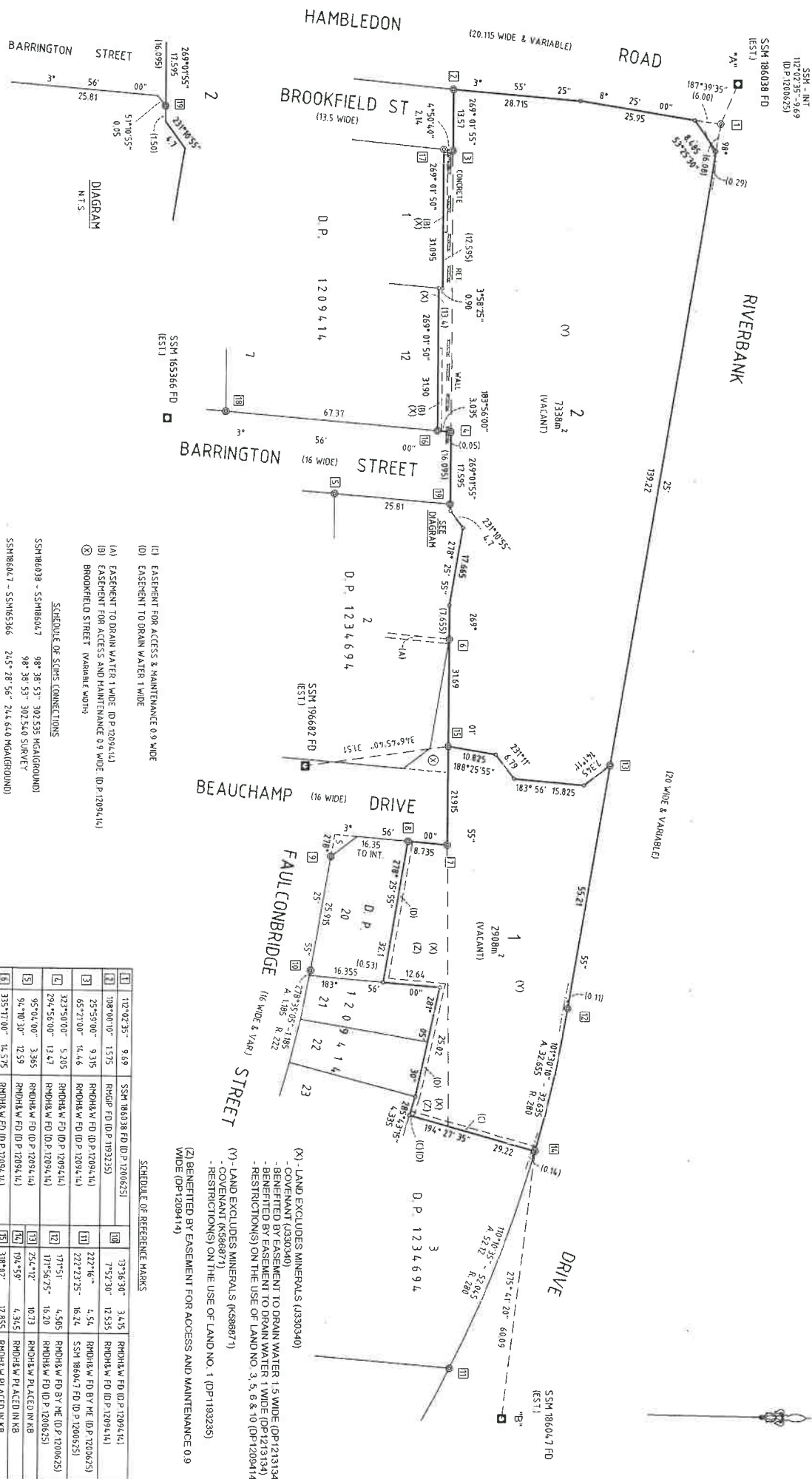
This discharge is appropriate to a transfer of part of the land in the Mortgage. The Mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Execution of mortgage</i>
	<i>Subject to covenant</i>
Checked by <i>B12</i>	Particulars entered in Register Book, Volume <u>7790</u> Folio <u>29 and 30</u>
Passed (in S.D.B.) by <i>[Signature]</i>	the <u>10th</u> day of <u>April</u> 19 <u>67</u> at _____ minutes past <u>12</u> o'clock in the <u>pm</u> noon.
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	5-3-67
Draft examined	<i>[Signature]</i>	6-3-67
Diagram prepared	<i>[Signature]</i>	16-3-67
Diagram examined	<i>[Signature]</i>	16-3-67
Draft forwarded	<i>[Signature]</i>	18/3/67
Supt. of Engrossers	<i>[Signature]</i>	
Cancellation Clerk	<i>[Signature]</i>	15/4/67
Vol <b>10524</b>		Fol. <b>130</b>



COORDINATE SCHEDULE					
MARK	M.G.A. CO-ORDINATES EASTING	NORTHING	CLASS	ORDER	STATE
SSM 186038	30, 852.749	6,678.483	D	4	SCIS FOUND
SSM 186041	305, 151.861	6,688.424.20	C	4	SCIS FOUND
SSM 165336	30, 929.671	6,688.511.15	C	4	SCIS FOUND
SSM 166487	305, 009	6,688.506	U	1	SCIS FOUND

DATE OF SCIS COORDINATES: 29.11.18 M.G.A. ZONE 55  
M.G.A. UTM ID: 48AN COMBINED SCALE FACTOR: 10000537

[illegible]


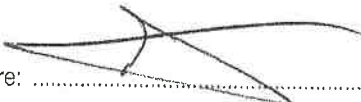
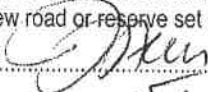
- (X) - LAND EXCLUDES MINERALS (J330340)
  - COVENANT (J330340)
  - BENEFITED BY EASEMENT TO DRINK WATER 1.5 WIDE (DP1213134)
  - BENEFITED BY EASEMENT TO PUMP WATER 1 WIDE (DP1213134)
  - RESTRICTIONS) ON THE USE OF LAND NO. 3, 5, 6 & 8 (DP1209414)
- (Y) - LAND EXCLUDES MINERALS (K568671)
  - COVENANT (K568671)
  - RESTRICTIONS) ON THE USE OF LAND NO. 1 (DP1193235)
- (Z) - BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (DP1209414)

Surveyor: CHRISTOPHER THOMAS NORTON  
Date: 11/12/18  
Surveyors Ref: 05451DP1  
PLAN OF SUBDIVISION OF LOT 1 D.P. 1234699  
& LOT 31 D.P. 1209414

**L.G.A. BLACKTOWN**  
**Locality: THE PONDS**  
**Reduction Ratio: 1:600**  
**Lengths are in metres.**

Registered  
11/04/2019

DP1247329

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  11/04/2019			<b>DP1247329</b>		
Title System: <b>TORRENS</b>					
<b>PLAN OF SUBDIVISION OF LOT 1 D.P.1234694 &amp; LOT 31 D.P.1209414</b>			LGA: <b>BLACKTOWN</b> Locality: <b>THE PONDS</b> Parish: <b>GIDLEY</b> County: <b>CUMBERLAND</b>		
<p align="center"><b>Survey Certificate</b></p> <p>I, <b>CHRISTOPHER THOMAS NORTON</b> of <b>NORTON SURVEY PARTNERS PTY LTD</b> <b>P.O. BOX 289 ROZELLE NSW 2039</b> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <b>11.12.18</b></p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: <b>A - B</b> Type: <b>*Urban/*Rural</b> The terrain is <b>*Level-Undulating / *Steep-Mountainous</b></p> <p> Signature: ..... Dated <b>11.12.18</b></p> <p>Surveyor Identification No: <b>1761</b> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><b>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</b></p>			<p align="center"><b>Crown Lands NSW/Western Lands Office Approval</b></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 align="center"><b>Subdivision Certificate</b></p> <p>I, <b>JUDITH PORTELLI</b> *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:  ..... Accreditation number: <b>N/A</b> Consent Authority: <b>BLACKTOWN CITY COUNCIL</b> Date of endorsement: <b>11.3.19</b> Subdivision Certificate number: <b>SC-19-00010</b> File number: <b>DA-17-01202</b></p> <p><b>*Strike through if inapplicable.</b></p>					
Plans used in the preparation of survey/compilation: <b>DP1209414</b> <b>DP1234694</b> <b>DP1200625</b> <b>DP1198882</b>			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
Surveyor's Reference: <b>05451 DP1</b>			Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  11/04/2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 1 D.P.1234694 &  
LOT 31 D.P.1209414

DP1247329

Subdivision Certificate number: SC-19-00010

Date of Endorsement: 11.3.19

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

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


SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	N/A	RIVERBANK	DRIVE	THE PONDS
2	N/A	RIVERBANK	DRIVE	THE PONDS

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (C)
2. EASEMENT TO DRAIN WATER 1 WIDE (D)
3. RESTRICTION ON THE USE OF LAND (FUTURE DEVELOPMENT)

Executed by Signature Properties No.7 Pty Ltd ABN 78 609 711 864  
in accordance with Sec.127 of the Corporations Act 2001 in the presence of:



Atul Kumar  
Sole Director/Company Secretary

Execution by Mortgagee

If space is insufficient use additional annexure sheet

Surveyor's Reference: 05451 DP1

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



11/04/2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF

LOT 1 D.P.1234694 &

LOT 31 D.P.1209414

Subdivision Certificate number: SC-19-00010

Date of Endorsement: 11.3.19

DP1247329

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

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

Execution by Mortgagee:

Signed by the attorney named below  
who signed this instrument pursuant  
to the power of attorney specified  
for Eclipse Prudent Mortgage  
Corporation Limited  
ABN 54 089 265 270  
Signature of attorney:

I certify that the attorney signed  
this instrument in my presence.

Signature of Witness:

Name of Witness:

Mia Goopy

Address of Witness: Level 54  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000

Name and Position of attorney:

Name: Michael John Vella

Position: CEO

Power of Attorney:

Book: 4743 No. 468

Signing on behalf of:

Eclipse Prudent Mortgage Corporation  
Limited ABN 54 089 265 270

Date of signature:

13th March 2019.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 05451 DP1

ePlan

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND  
RESTRICTIONS ON USE INTENDED TO BE CREATED OR RELEASED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Plan: **DP1247329**

Plan of Subdivision Lot 1 D.P.1234694  
& Lot 31 D.P.1209414  
covered by Subdivision Certificate  
No. ~~90010~~ **2019** dated **11.3.19**.....

(Sheet 1 of 3 Sheets)

Full name and address of the  
Proprietors of the land:

Signature Properties No. 7 Pty Ltd  
6D/7 Meridian Place  
BELLA VISTA NSW 2153

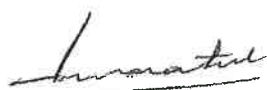
**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Bodies, or Prescribed Authorities
1	Easement for Access & Maintenance 0.9 wide (C)	1	3/1234694
2	Easement to Drain Water 1 wide (D)	1	3/1234694
3	Restriction on the Use of Land (Future Development)	1 & 2	Blacktown City Council

**PART 2**

**Terms of Easement numbered 1 in the plan:**

- 1.0 The owner and occupiers of the lot benefited may:
- 1.1 enter upon the burdened lot but only within the site of this easement;
  - 1.2 do anything reasonably necessary for the purpose of constructing, renewing, replacing, repairing, painting and maintaining any existing or proposed dwelling or structure on the benefitted lot;
  - 1.3 remain on the site of the easement for any reasonable time for the said purpose.
- 2.0 In exercising those powers, the owner or occupiers of the lot benefited must:
- 2.1 not do anything that would unreasonably disturb the owner or occupiers of the lot burdened.
  - 2.2 cause as little damage as possible to the burdened lot;
  - 2.3 restore as nearly as practicable the burdened lot to its former condition.



  
.....  
Authorised Person  
Blacktown City Council

ePlan

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND  
RESTRICTIONS ON USE INTENDED TO BE CREATED OR RELEASED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Plan:

**DP1247329**

Plan of Subdivision Lot 1 D.P.1234694  
& Lot 31 D.P.1209414  
covered by Subdivision Certificate  
No. 90010 of 2019 dated 11.3.19

(Sheet 2 of 3 Sheets)

- 3.0 The owner or occupiers of the lot burdened may not erect any building or other structure of any kind on or over the site of the easement.
- 4.0 The owner of the Burdened lot and the owner of the Benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the parties.

**Terms of Restriction numbered 3 in the plan:**

No further development of the lots 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, removal of temporary basins and the payment of Section 94 Contributions.

WHOSE CONSENT IS REQUIRED PART 3

The Authority with the right to release, vary or modify the Easements numbered 1 & 2 and the Restriction numbered 3 is  
**Blacktown City Council.**

Blacktown City Council by its authorised delegate pursuant to Section 378 Local Government Act, 1993.

Signed by:



Name:

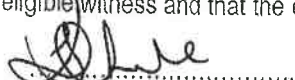
JUDITH PORTELLI

Position:

MANAGER DEVELOPMENT SERVICES

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

Signed by:

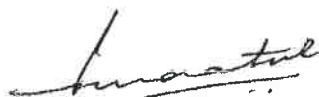


Name of Witness:

KATHERINE UHILA

Address of Witness:

C/- Blacktown City Council  
62 Flushcombe Road  
BLACKTOWN NSW 2148



Authorised Person  
Blacktown City Council

ePlan

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS AND  
RESTRICTIONS ON USE INTENDED TO BE CREATED OR RELEASED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

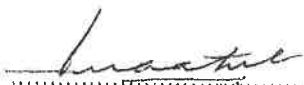
Plan:

**DP1247329**

Plan of Subdivision Lot 1 D.P.1234694  
& Lot 31 D.P.1209414  
covered by Subdivision Certificate  
No. ~~90010 of 2019~~ dated ~~11/3/19~~ .....

(Sheet 3 of 3 Sheets)


Executed by Signature Properties No.7 Pty Ltd ABN 78 609 711 864  
in accordance with Sec.127 of the Corporations Act 2001 in the presence of:

  
.....  
Atul Kumar  
Sole Director/Company Secretary

Execution by Mortgagee:


I certify that the attorney signed  
this instrument in my presence.

Signature of Witness:

  
.....  
Name of Witness:

Mia Goopy  
Address of Witness: Level 54  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000

Signed by the attorney named below  
who signed this instrument pursuant  
to the power of attorney specified  
for Eclipse Prudent Mortgage  
Corporation Limited  
ABN 54 089 265 270  
Signature of attorney:

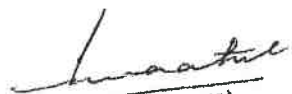
  
.....


Name and Position of attorney:  
Name: Michael Vella  
Position: CEO  
Power of Attorney:  
Book: 4743 No. 468  
Signing on behalf of:  
Eclipse Prudent Mortgage Corporation  
Limited ABN 54 089 265 270  
Date of signature:  
13th March 2019

REGISTERED



11/04/2019

  
.....

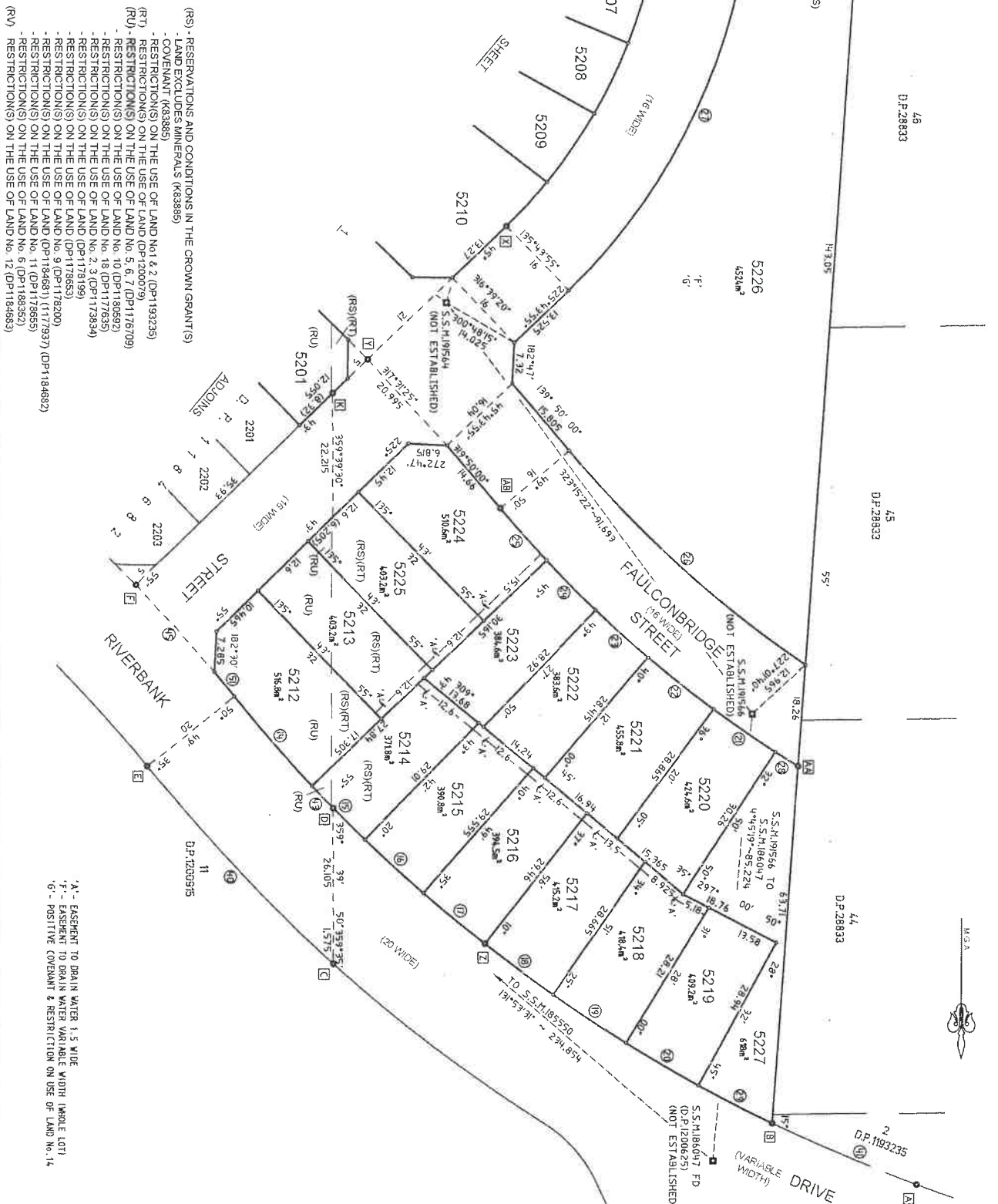
  
.....  
Authorised Person  
Blacktown City Council

### SCHEDULE OF REFERENCE MARKS

(RS) - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
- LAND EXCLUDES MINERALS (K633885)  
- COVENANT (K633885)  
- RESTRICTIONS) ON THE USE OF LAND No.1 & 2 (DP1193235)  
(RT) - RESTRICTIONS) ON THE USE OF LAND (DP1200079)  
(RU) - RESTRICTIONS) ON THE USE OF LAND No.5,6,7 (DP1176709)  
- RESTRICTIONS) ON THE USE OF LAND No.10 (DP1150592)  
- RESTRICTIONS) ON THE USE OF LAND No.18 (DP1170335)  
- RESTRICTIONS) ON THE USE OF LAND No.2,3 (DP1173834)  
- RESTRICTIONS) ON THE USE OF LAND (DP1178199)  
- RESTRICTIONS) ON THE USE OF LAND No.9 (DP1178653)  
- RESTRICTIONS) ON THE USE OF LAND No.9 (DP1178620)  
- RESTRICTIONS) ON THE USE OF LAND (DP1184681) (DP11937) (DP1184682)  
- RESTRICTIONS) ON THE USE OF LAND No.11 (DP1178855)  
- RESTRICTIONS) ON THE USE OF LAND No.6 (DP1188352)  
(RV) - RESTRICTIONS) ON THE USE OF LAND No.12 (DP1184653)

PLAN OF  
SUBDIVISION OF LOTS 2270, 2271 & 2272 D.P. 1184682 &  
LOTS 5230 & 5231 D.P. 1200079

Registered  
2.3.2015

DP1192925


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  2.3.2015	DP1192925		
Title System: TORRENS			
Purpose: SUBDIVISION			
PLAN OF SUBDIVISION OF LOTS 2270, 2271 & 2272 D.P.1184682 & LOTS 5230 & 5231 D.P.1200079		LGA: BLACKTOWN Locality: THE PONDS Parish: GIDLEY County: CUMBERLAND	
<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>Survey Certificate</p> <p>I, ANDREW RICHARD THOMAS .....            of CRAIG &amp; 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 2 DECEMBER 2014 .....            *(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 ..... Dated: 4/12/2014            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.</p>	
<p>Subdivision Certificate</p> <p>I, Judith Portelli .....            *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: .....            Accreditation number: N/A            Consent Authority: BLACKTOWN CITY COUNCIL            Date of endorsement: 18 FEBRUARY 2015            Subdivision Certificate number: 13195            File number: DAP-13-1813            *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> <p>1. MEGALONG STREET EXTENSION (16 WIDE)            2. FAULCONBRIDGE STREET EXTENSION (16 WIDE)            AS PUBLIC ROAD</p>		<p>Plans used in the preparation of survey/compilation</p> <p>D.P. 1184682            D.P. 1184683            D.P. 1193235            D.P. 1200625            D.P. 1200915            D.P. 1200079</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Surveyor's Reference: 1756-52</p>	

If space is insufficient continue on PLAN FORM 6A

PLAN FORM 6A (2012)

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  2.3.2015

Office Use Only

Office Use Only

PLAN OF  
SUBDIVISION OF LOTS 2270, 2271 & 2272  
D.P.1184682 & LOTS 5230 & 5231 D.P.1200079

**DP1192925**

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

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

Subdivision Certificate number: 13195

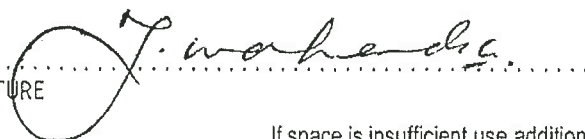
Date of Endorsement: 18/2/15

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (WHOLE LOT)
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. POSITIVE COVENANT
14. RESTRICTION ON USE OF LAND

SIGNED BY JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF  
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF  
REVOCATION OF SUCH DELEGATION

SIGNATURE



If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-52

PLAN FORM 6A (2012)

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  2.3.2015

Office Use Only

Office Use Only

PLAN OF  
 SUBDIVISION OF LOTS 2270, 2271 & 2272  
 D.P.1184682 & LOTS 5230 & 5231 D.P.1200079

**DP1192925**

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- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 13195

Date of Endorsement: 18/2/15

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
5201	7	MEGALONG	STREET	THE PONDS
5202	25	FAULCONBRIDGE	STREET	THE PONDS
5203	23	FAULCONBRIDGE	STREET	THE PONDS
5204	4	ASGARD	STREET	THE PONDS
5205	6	ASGARD	STREET	THE PONDS
5206	17	MEGALONG	STREET	THE PONDS
5207	15	MEGALONG	STREET	THE PONDS
5208	13	MEGALONG	STREET	THE PONDS
5209	11	MEGALONG	STREET	THE PONDS
5210	29	FAULCONBRIDGE	STREET	THE PONDS
5211	27	FAULCONBRIDGE	STREET	THE PONDS
5212	2	MEGALONG	STREET	THE PONDS
5213	4	MEGALONG	STREET	THE PONDS
5214	163	RIVERBANK	DRIVE	THE PONDS
5215	165	RIVERBANK	DRIVE	THE PONDS
5216	167	RIVERBANK	DRIVE	THE PONDS
5217	169	RIVERBANK	DRIVE	THE PONDS
5218	171	RIVERBANK	DRIVE	THE PONDS
5219	173	RIVERBANK	DRIVE	THE PONDS
5220	44	FAULCONBRIDGE	STREET	THE PONDS
5221	42	FAULCONBRIDGE	STREET	THE PONDS
5222	40	FAULCONBRIDGE	STREET	THE PONDS
5223	38	FAULCONBRIDGE	STREET	THE PONDS
5224	8	MEGALONG	STREET	THE PONDS
5225	6	MEGALONG	STREET	THE PONDS
5226	NO NUMBER ALLOCATED			
5227	NO NUMBER ALLOCATED			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-52

ePlan

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

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
 2272 D.P.1184682 and Lots 5230 &  
 5231 DP 1200079 covered by  
 Council's Subdivision Certificate No. 13195  
 Dated. 18.2.2015

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150
--	---

**Part 1 (Creation)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5202	5204, 5205
		5204	5205
		5213	5212, 5214, 5215, 5216, 5217, 5218, 5219
		5214	5215, 5216, 5217, 5218, 5219
		5215	5216, 5217, 5218, 5219
		5216	5217, 5218, 5219
		5217	5218, 5219
		5218	5219
		5224	5212 to 5219 inclusive, 5225
		5225	5212 to 5219 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
 2272 D.P.1184682 and Lots 5230 &  
 5231 DP 1200079 covered by  
 Council's Subdivision Certificate No. 13195

**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 to Drain Water 1 Wide	5202	5204, 5205
3.	Easement to Drain Water Variable Width ( Whole Lot)	5226	Blacktown City Council
4.	Easement for Padmount Substation 2.75 Wide	5210	Endeavour Energy
5.	Restriction on Use of Land	5210, 5211	Endeavour Energy
6.	Restriction on Use of Land	5210, 5211	Endeavour Energy
7.	Restriction on Use of Land	5201 to 5225 inclusive, 5227	Blacktown City Council
8.	Restriction on Use of Land	5201 to 5225 inclusive	Blacktown City Council
9.	Restriction on Use of Land	5201 to 5225 inclusive	Landcom
10.	Restriction on Use of Land	5226, 5227	Blacktown City Council
11.	Restriction on Use of Land	5202, 5203, 5204, 5209, 5210, 5211, 5222, 5223	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

  
 .....  
 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
 2272 D.P.1184682 and Lots 5230 &  
 5231 DP 1200079 covered by  
 Council's Subdivision Certificate No. 13195

**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:-
12.	Restriction on Use of Land	5205 to 5208 inclusive, 5212 to 5221 inclusive, 5224, 5225	Blacktown City Council
13.	Positive Covenant	5226	Blacktown City Council
14.	Restriction on Use of Land	5226	Blacktown City Council

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 .....  
 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

## Part 2

**Name of Authority empowered to release vary or modify easement numbered 1, 2, & 3 in the plan is Blacktown City Council.**

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

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

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

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

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:  
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and  
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.  
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions  
"building" means a substantial structure with a roof and walls and includes any projections from the external walls  
"erect" includes construct, install, build and maintain  
"restriction site" means that part of the lot burdened subject to the restriction on the use of land.  
"120/120/120 fire rating" and "60/60/60 fire rating" mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

## Part 2 (cont)

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
2. Definitions  
    **"erect"** includes construct, install, build and maintain  
    **"restriction site"** means that part of the lot burdened subject to the restriction on the use of land.

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

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

No 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 7 in the plan is Blacktown City Council.

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

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

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

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

- a. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- b. No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

ePlan  
Sheet 6 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

### Part 2 (cont)

- c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.
- d. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- e. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.


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

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

No 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 Centre Precincts 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 10 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

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

Lengths are in Metres

ePlan  
Sheet 7 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

## Part 2 (cont)

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

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

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

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

No building or structure shall be erected on the lot hereby burdened 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 12 in the plan is Blacktown City Council.

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works & Temporary Stormwater Quality Measures (hereinafter referred to as 'the system') constructed and/or installed on that part of the burdened lot denoted 'G' on the abovementioned plan, that they will:
  - (a) Keep the system clean and free from silt, rubbish and debris
  - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with Maintenance Schedule prepared by Arup ref 231143-20 and dated 19 January 2015, a copy of which is held on Council File DA 12-288. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
  - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

ePlan  
Sheet 8 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

## Part 2 (cont)

- (d) Notify Council in writing after each programmed maintenance inspection.
  - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
    - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this covenant, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works & future temporary stormwater quality measures constructed and/or installed on the land as required by Development Consent No. 12-288 and as detailed on the plans approved by Blacktown City Council as approved Construction Certificate No. 13-714 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

ePlan  
Sheet 9 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

## Part 2 (cont)

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and temporary stormwater quality control devices and outlet works within that part of the lot hereby burdened denoted 'G' on the above mentioned plan.

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

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the temporary on-site Stormwater Detention & future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within that part of the burdened lot denoted 'G' on the abovementioned plan that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the device' means the Temporary On-site Detention and stormwater quality improvement device to be constructed and/or installed on the land as required by Development Consent No 12-288 and as detailed on the plans approved by Blacktown City Council as Construction Certificate No. 13-714 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

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

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer



ePlan

Lengths are in Metres

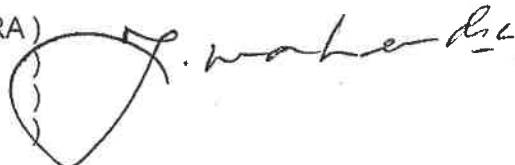
Sheet 10 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

**Part 2 (cont)**

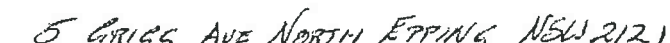
SIGNED by me, JEYAWEERASINGAM MAHENDRA )  
as Delegate of **LANDCOM** who hereby declares  
that he has no notice of the revocation of such  
delegation in the presence of




LANDCOM  
by its Delegate

  
.....  
Signature of WITNESS

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

  
.....  
Address of Witness

  
.....  
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL

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

ePlan

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan: **DP1192925**

Plan of Subdivision of Lot 2270, 2271 &  
2272 D.P.1184682 and Lots 5230 &  
5231 DP 1200079 covered by Council's  
Subdivision Certificate No. 13195

**Part 2 (cont)**

Signed on behalf of )  
Endeavour Energy )  
ABN 59 253 130 878 )  
by its Attorney pursuant to )  
Power of Attorney Book 4640 No. 572 )  
in the presence of: 4677 686 )

  
.....  
Signature of WITNESS

  
.....  
Signature of Attorney

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

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Helen Smith  
.....  
Name of Attorney

Manager Property & Fleet  
.....  
Position

Date of Execution: 22 December 2014

Reference: URS14891

REGISTERED

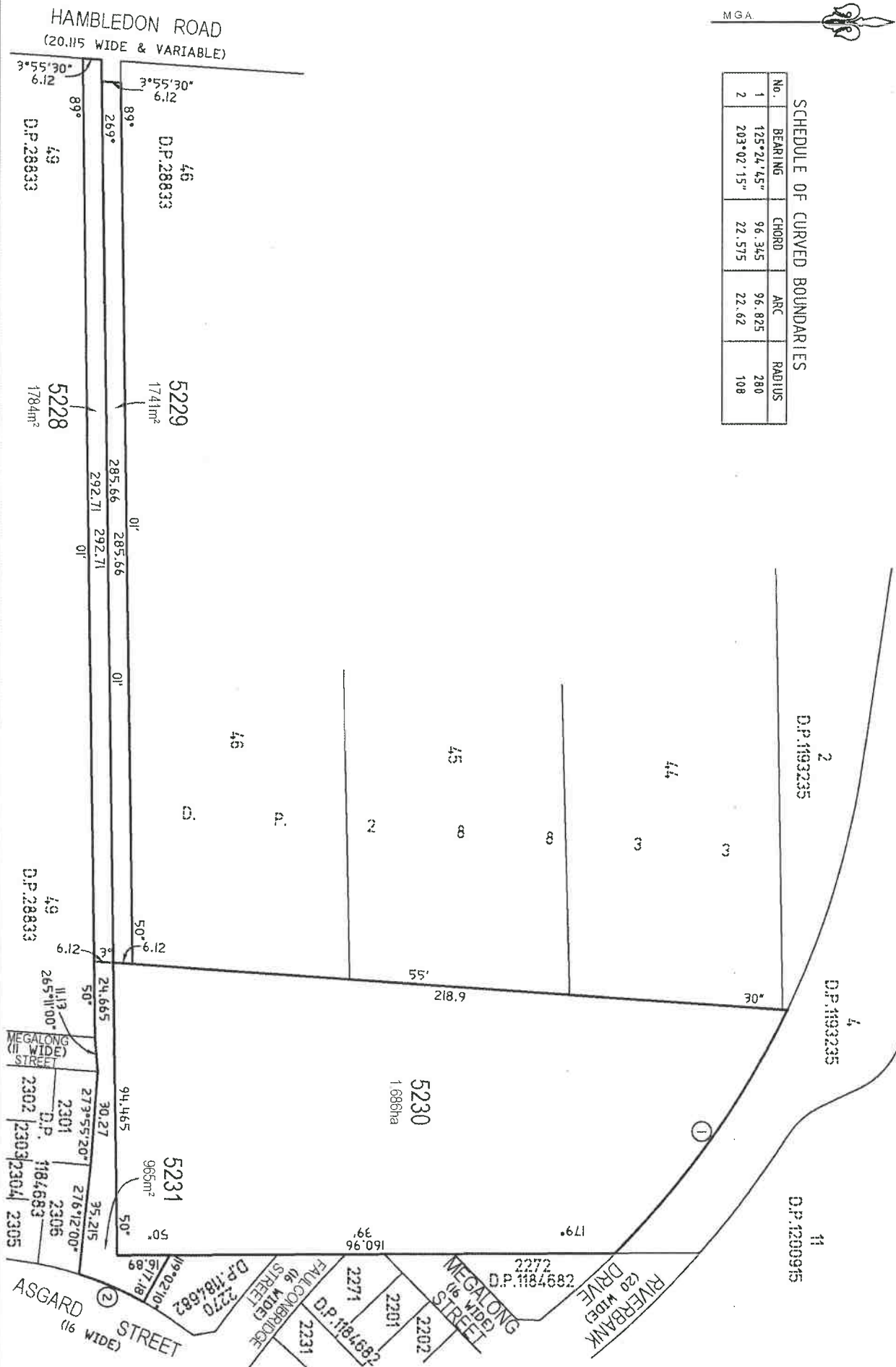


2.3.2015

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	125°24'15"	96.345	96.825	280
2	203°02'15"	22.575	22.62	108



Surveyor: ANDREW RICHARD THOMAS

Date of Survey: 10 JULY 2014

Surveyor's Ref: 1756-52A - 2014 M7100 (1175)

PLAN OF

PLAN OF SUBDIVISION OF LOT 3 D.P. 1193235 & LOT 2391

D.P. 1184683

LGA: BLACKTOWN

Locality: THE PONDS

Subdivision No. 13147

Registered

8.12.2014

DP1200079

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  8.12.2014

Title System: TORRENS

Purpose: SUBDIVISION

DP1200079

PLAN OF  
SUBDIVISION OF LOT 3 D.P.1193235 & LOT  
2391 D.P. 1184683

LGA: BLACKTOWN

Locality: THE PONDS

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 *Surveying and Spatial Information Act 2002*, certify that:

~~\*(a) The land shown in the plan was surveyed in accordance with the  
Surveying and Spatial Information Regulation 2012, is accurate  
and the survey was completed on .....~~

~~\*(b) The part of the land shown in the plan(\*being/\*excluding ^ .....~~

~~was surveyed in accordance with the Surveying and Spatial  
Information Regulation 2012, 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  
*Surveying and Spatial Information Regulation 2012*.

Signature  Dated: 10 JULY 2014

Surveyor ID: 247

Datum Line: .....

Type: \*Urban/\*Rural-

The Terrain is \*Level-Undulating / \*Steep-Mountainous-

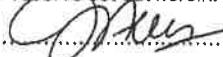
\*Strike through if inapplicable.

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

Subdivision Certificate

I, Judith Portelli

\*Authorised Person/\*General Manager/\*Accredited Certifier, certify that  
the provisions of s.109J of the *Environmental Planning and  
Assessment Act 1979* have been satisfied in relation to the proposed  
subdivision, new road or reserve set out herein.

Signature: 

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 20 NOVEMBER 2014

Subdivision Certificate number: 13147

File number: DAR-13-1813

\*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. 1193235

D.P. 1184683

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference:  
1756-52A - 2014 M7100 (1175)

DP1200079

CAD REF: Z:\1756 - S14 The Ponds\ACAD\1756G P5-2 S02 [00] - F.G. - A.T.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  8.12.2014

Office Use Only

Office Use Only

DP1200079

PLAN OF  
SUBDIVISION OF LOT 3 D.P.1193235  
& LOT 2391 D.P. 1184683

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

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

Subdivision Certificate number: .....13147.....

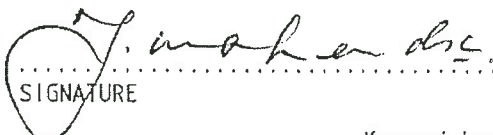
Date of Endorsement: .....20/11/14.....

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. RESTRICTION ON USE OF LAND

SIGNED BY JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF  
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF  
REVOCATION OF SUCH DELEGATION

  
SIGNATURE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-52A - 2014 M7100 (1175)

DP1200079

REF: Z:\1756-52A-2014 M7100 (1175) - A.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 2 Sheets

Plan: **DP1200079**

Plan of Subdivision of Lot 3 D.P.1193235  
 & Lot 2391 D.P.1184683 covered by  
 Council's Subdivision Certificate No. 13147

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150
--	---

**Part 1**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Restriction on Use of Land	5228, 5229, 5230, 5231	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer



DP1200079

Lengths are in Metres

ePlan

Sheet 2 of 2 Sheets

Plan: **DP1200079**

Plan of Subdivision of Lot 3 D.P.1193235  
& Lot 2391 D.P.1184683 covered by  
Council's Subdivision Certificate No. 13147

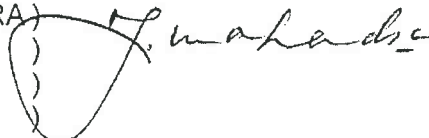
## Part 2

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


No further development of the lot burdened is to take place unless it is approved by Development Consent. 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 Centre Precincts 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 1 in the plan is Blacktown City Council.**


SIGNED by me, JEYAWEERASINGAM MAHENDRA  
as Delegate of **LANDCOM** who hereby declares  
that he has no notice of the revocation of such  
delegation in the presence of

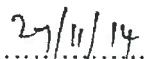


LANDCOM  
by its Delegate

  
.....  
Signature of WITNESS

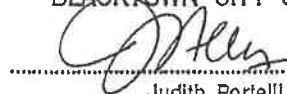
  
.....  
Name of Witness (BLOCK LETTERS)

  
.....  
Address of Witness

  
.....  
Date of execution



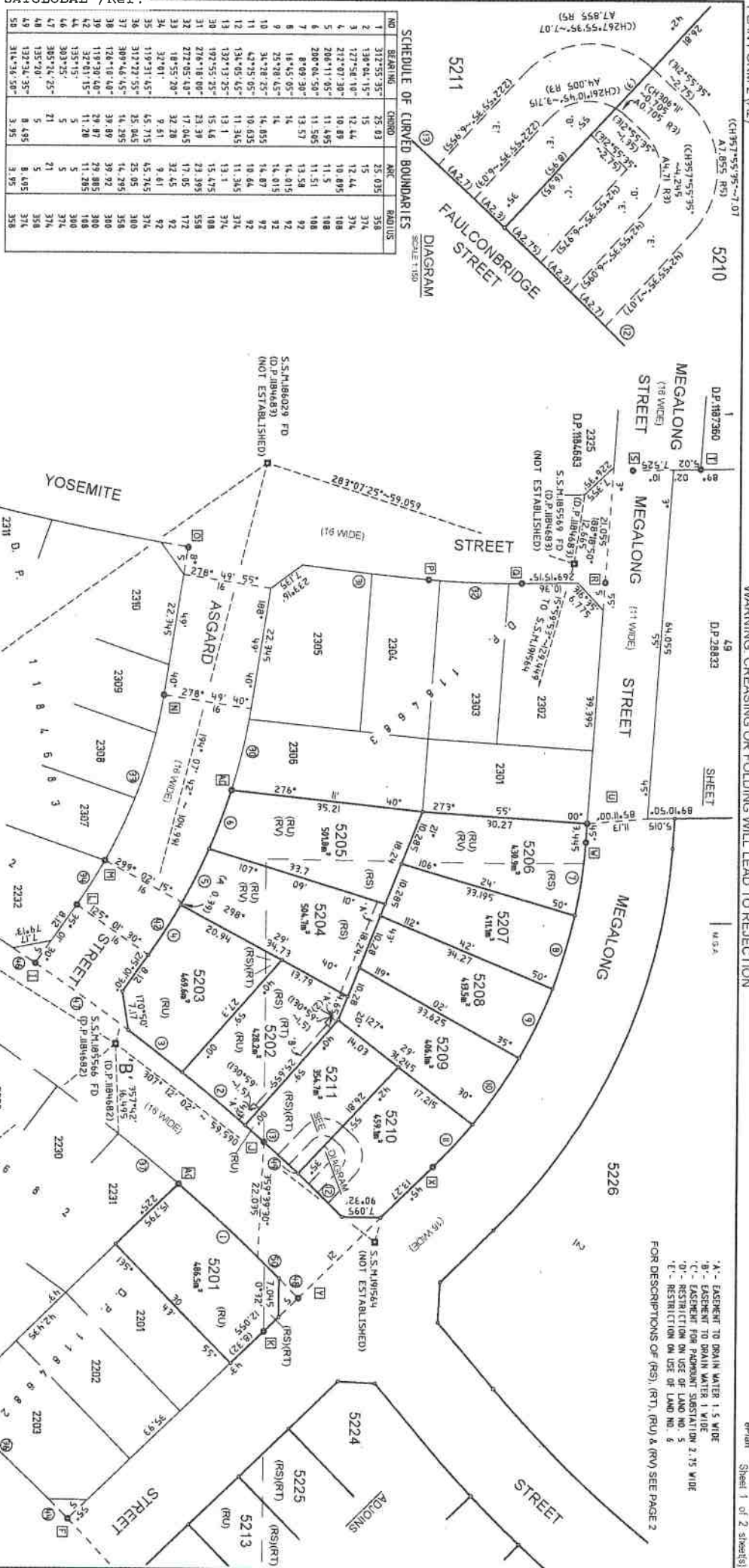
BLACKTOWN CITY COUNCIL

  
.....  
Judith Portelli  
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

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

DP1200079



**PLAN OF SUBDIVISION OF LOTS 2270, 2271 & 2272 D.P. 1194682 & LOTS 5230 & 5231 D.P. 1200079**

Surveyor: ANDREW PHILLIPS THOMAS  
Date of Survey: 2 DECEMBER 2014  
Surveyor's Ref: 10562

LOCALITY: THE PONDS  
Subdivision No: 13195

Registered  
2.3.2015

DP1192925

A - EASEMENT TO DRAIN WATER 1.5 WIDE  
B - EASEMENT FOR DRAIN WATER 1 WIDE  
C - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
D - RESTRICTION ON USE OF LAND NO. 6  
E - RESTRICTION ON USE OF LAND NO. 6  
FOR DESCRIPTIONS OF (RS), (RT), (RU) & (RV) SEE PAGE 2

65 AUG 20 PM 12:55

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

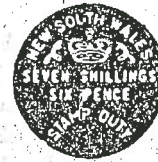


R.P. 13A. No. **K 83885**

New South Wales

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)



Fee: —  
Lodgment  
Endorsement

If a less estate, strike out "in fee simple" and interline the required alteration.  
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

**XXX WE, JOHN ALLEN TAYLOR** of Wahroonga, Salesman  
and **ALEXANDER FRANK COWDRILL** Company Director

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

*One thousand and seventy pounds*

*(£1070.0.0)* (the receipt whereof is hereby acknowledged) paid to them by **SALVATORE CANNAVO** of Ashfield, Labourer and **FRANCESCA CANNAVO** his wife and in consideration of Two thousand nine hundred pounds (£2900.0.0.) (the receipt whereof is hereby acknowledged) paid to the said **SALVATORE CANNAVO** and **FRANCESCA CANNAVO** by **PAULO BARBUTO** and **RAFFAELE MALUCCIO** do hereby at the request and by the direction of the said **SALVATORE CANNAVO** and **FRANCESCA CANNAVO**

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**PAULO BARBUTO** of 14 Browns Avenue, Marrickville, Labourer and  
**RAFFAELE MALUCCIO** of 2 Mansion Street, Marrickville, Labourer,  
as Tenants in Common in equal shares.

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 1") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 127").

Unless authorized by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	GIDLEY	WHOLE <i>TERMINAL</i>	7790	29 and 30	<i>Being Lot 47 on District Plan No 28833</i> <i>Electing interest in all minerals lying within the said land</i>

And the transferee covenant(s) with the transferor's;

that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 41, 42, 43, 44, 45, 46 and 48 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

- (b) That the Transferee shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon Transfer of such adjoining land the said covenant (a) shall become absolutely void.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

d Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

• A very short note will suffice.

St 127-2 K 1165-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before  
(i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner, and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Consulate Office in Singapore or of Secretary of the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 6<sup>th</sup> day of August 1965  
Signed in my presence by the transferor(s)  
WHO IS PERSONALLY KNOWN TO ME

Robert  
Michael Sydney

Signed in my presence by the said John Allen Taylor and Alexander Frank Cowdill who are personally known to me

Michael Sydney

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

John O'Huffe

6<sup>th</sup> day of August 1965  
John Allen Taylor  
Alexander Frank Cowdill  
Transferor(s)

We consent and declare this transfer.

J. Connors

J. Connors

Michael Sydney

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

X Salvatore Raffele  
X Barbuti Paolo  
Transferee(s)

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by 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 transfer.\*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ 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 \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

\* N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. Where the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

K83885  
No. \_\_\_\_\_

LODGED BY E. J. HARRIS

SCH. 1  
BANKS 10 W.N.

70-6629.

FEE'S.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

} Received Docs.  
Nos.  
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I. AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, AND we Joseph Frederick Marks and Reginald Belton Gard being two of the duly constituted Attorneys of Automobile and General Finance Company Limited under Power of Attorney registered in the Miscellaneous Register Number 72640, hereby respectively state that we have no notice of revocation of the said Power of Attorney under the authority of which we have executed this instrument

Signed in my presence for and on behalf of AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED by Joseph Frederick Marks and Reginald Belton Gard the duly constituted Attorneys who is personally known to me

*Joseph F. P.*  
H. Dreaver

*Chalcis Pappas*  
*Barbara Pappas*

AUTOMOBILE AND GENERAL FINANCE COMPANY LIMITED

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or a residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
<i>NW</i>	<i>Excepting minerals</i> <i>Subject to Covenants</i>
Checked by	Particulars entered in Register Book.
<i>NW</i>	
Passed (in S.D.B.) by	on <i>21.12.1965</i>
<i>13.10.65</i>	at <i>10 AM</i>
Signed by	<i>Janetson</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>HM</i>	<i>16.12.65</i>
Draft examined	<i>HM</i>	<i>30.11.65</i>
Diagram prepared	<i>HM</i>	<i>13.12.65</i>
Diagram examined	<i>HM</i>	<i>15.12</i>
Draft forwarded	<i>HM</i>	<i>15.12</i>
Supt. of Engravers		
Cancellation Clerk		
Vol. <i>10198</i>	Vol. <i>52</i>	

## Applicant Details

**Your reference** GMR STAGE 1 RIVERBANK

PLATINUM PROPERTY LAW  
PO BOX 126  
RIVERSTONE NSW 2765

## Certificate Details

<b>Certificate no.</b>	PL2019/09562	<b>Fee:</b> \$53.00
<b>Date issued</b>	24 October 2019	<b>Urgency fee:</b> N/A
<b>Receipt no.</b>	ePay Ref 42518	

## Property information

<b>Property ID</b>	385140	<b>Land ID</b>	383960
<b>Legal description</b>	LOT 3 DP 1234694		
<b>Address</b>	FAULCONBRIDGE STREET THE PONDS NSW 2769		
<b>County</b>	CUMBERLAND	<b>Parish</b>	GIDLEY

## PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council 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 4 of the *Environmental Planning and Assessment Regulation 2000*.

## Disclaimer

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**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • **DX** 8117 Blacktown  
**Email:** [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au) • **Website:** [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## 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.

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### 1. Names of relevant planning instruments and development control plans

#### 1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

#### 1.2 Proposed Local Environmental Plans

Not applicable.

#### 1.3 State Environmental Planning Policies

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

#### 1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

#### 1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

*Blacktown Development Control Plan 2015* generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

## **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**

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

#### **Zone R2 Low Density Residential**

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

##### ***2 Permitted without consent***

*Home occupations*

##### ***3 Permitted with consent***

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

##### ***4 Prohibited***

*Any other development not specified in item 2 or 3.*

### **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

### **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

### **2.4 Conservation areas**

The land is not within a conservation area.

### **2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

## **3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

## **4. Coastal protection**

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

## **5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

## **6. Road widening and road realignment**

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

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

### **7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. 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. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

## **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

## **7a. Flood related development controls information**

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

## **8. Land reserved for acquisition**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

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

## **9a. Biodiversity certified land**

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

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. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## **12. Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## **14. Site compatibility certificates and conditions for seniors housing**

Land to which this Certificate applies is not subject to the above.

## **15. Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

## **16. Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **SEPP Building Sustainability Index (BASIX) 2004**

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

### **SEPP (Exempt and Complying Development Codes) 2008**

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

**SEPP No. 32 - Urban Consolidation**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

#### **SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

#### **SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

#### **SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

#### **SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

#### **SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council  
Proforma ID: 702746

End of Certificate

## Applicant Details

**Your reference** GMR STAGE 2 RIVERBANK

PLATINUM PROPERTY LAW  
PO BOX 126  
RIVERSTONE NSW 2765

## Certificate Details

<b>Certificate no.</b>	PL2019/09563	<b>Fee:</b> \$53.00
<b>Date issued</b>	24 October 2019	<b>Urgency fee:</b> N/A
<b>Receipt no.</b>	ePay Ref 42518	

## Property information

<b>Property ID</b>	371699	<b>Land ID</b>	371672
<b>Legal description</b>	LOT 5 DP 1213134		
<b>Address</b>	RIVERBANK DRIVE THE PONDS NSW 2769		
<b>County</b>	CUMBERLAND	<b>Parish</b>	GIDLEY

## PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council 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 4 of the *Environmental Planning and Assessment Regulation 2000*.

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**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## 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. Names of relevant planning instruments and development control plans

#### 1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

#### 1.2 Proposed Local Environmental Plans

Not applicable.

#### 1.3 State Environmental Planning Policies

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

#### 1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

#### 1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

*Blacktown Development Control Plan 2015* generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

## **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**

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

#### **Zone R2 Low Density Residential**

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

##### ***2 Permitted without consent***

*Home occupations*

##### ***3 Permitted with consent***

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

##### ***4 Prohibited***

*Any other development not specified in item 2 or 3.*

### **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

### **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

## **2.4 Conservation areas**

The land is not within a conservation area.

## **2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

## **3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

## **4. Coastal protection**

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

## **5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

## **6. Road widening and road realignment**

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

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

### **7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. 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. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

## **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

## **7a. Flood related development controls information**

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

## **8. Land reserved for acquisition**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

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

## **9a. Biodiversity certified land**

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

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. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## **12. Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## **14. Site compatibility certificates and conditions for seniors housing**

Land to which this Certificate applies is not subject to the above.

## **15. Site compatibility certificates for infrastructure**

Land to which this Certificate applies is not subject to the above.

## **16. Site compatibility certificates and conditions for affordable rental housing**

Land to which this Certificate applies is not subject to the above.

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **SEPP Building Sustainability Index (BASIX) 2004**

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

### **SEPP (Exempt and Complying Development Codes) 2008**

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

**SEPP No. 32 - Urban Consolidation**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

#### **SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

#### **SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

#### **SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

#### **SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

#### **SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

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End of Certificate