

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Qartaba Homes Pty Ltd ACN 147 630 948</b> <b>3/63-65 Garfield Road, Riverstone, NSW 2765</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>
date for completion	<b>See Special Condition 51 (clause 15)</b>	
land (address, plan details and title reference)	<b>Lot /158-160 Riverstone Road, Riverstone, New South Wales 2765</b> <b>Lot in an Unregistered Plan which is part of Lot 14 and 15 Section P Plan 712</b> <b>Folio Identifier /</b>	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: Vacant land

attached copies ☒ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions	<input type="checkbox"/> 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	\$			(10% of the price, unless otherwise stated)
balance	\$			
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**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

Supplier's name:

**Qartaba Homes Pty Ltd**

Supplier's ABN:

**ACN 147 630 948**

Supplier's GST branch address (if applicable):

Supplier's business address:

**3/63-65 Garfield Road, Riverstone, NSW 2765**

Supplier's email address:

**yasmeen.bano@qartabahomes.com.au**

Supplier's phone number:

**02 9627 7311**Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

## List of Documents

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

**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. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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 transfer 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. More information is available from the ATO.



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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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 22 of the Swimming Pools Regulation 2018).

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.



- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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 lodgment fee to the purchaser.
    - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
  - **Purchaser**
    - 16.7 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;
        - *FRCGW remittance* payable;
        - *GSTRW 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
  - 18.2 The purchaser must not before completion –
    - 18.2.1 let or part with possession of any of the *property*;
    - 18.2.2 make any change or structural alteration or addition to the *property*; or
    - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
  - 18.3 The purchaser must until completion –
    - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
    - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or



- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
- 30.13.2 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>ECNL</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 *FRCGW remittance* 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 *FRCGW remittance*.

- 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.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

158 - 160 RIVERSTONE ROAD RIVERSTONE NSW 2765



## SPECIAL CONDITIONS

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

	INDEX	
33	INTERPRETATION	22
34	DEFINITIONS	23
35	VARIATIONS TO THE PRINTED CLAUSES OF THE CONTRACT	25
36	DEPOSIT	26
37	DEPOSIT BOND	27
38	FIRB REQUIREMENTS	27
39	CAPACITY	27
40	NO WARRANTY	28
41	WARRANTY AS TO AGENTS	29
42	PROPERTY CONDITION	29
43	NO RELIANCE ON INFORMATION	30
44	LATE COMPLETION	30
45	GUARANTEE IF CORPORATE PURCHASER	32
46	ENCUMBRANCES	32
47	REQUISITIONS	32
48	INCONSISTENCY	32
49	ENTIRE AGREEMENT	33
50	GST	33
51	COMPLETION	33
52	TRANSFER and CoRD	33
53	LAND TAX CLEARANCE	34
54	SETTLEMENT FEE	34
55	PRECONDITIONS	35
56	RESCISSION OF CONTRACT	35
57	CHANGES TO DOCUMENTS	37
58	VENDORS DISCLOSURES	38
59	SERVICES	38
60	DRAINAGE WORKS	38
61	SELLING AND LEASING ACTIVITIES	39
62	BOUNDARY FENCING	39
63	WATER AND COUNCIL RATES AND LAND TAX	40
64	CAVEAT BY PURCHASER	40
65	SECTION 10 CERTIFICATE	40
66	DISPUTES	41
67	RESIDENTIAL WITHHOLDING TAX	41

**PART A**  
**GENERAL**

**33. INTERPRETATION**

- 33.1 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).
- 33.2 Reference to an Act includes any by law, ordinance, regulation or rule made under that Act.
- 33.3 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.
- 33.4 If there is a conflict between these special conditions and the printed provisions of this contract, these additional special conditions prevail.
- 33.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 33.6 The word "includes" in any form is not a word of limitation.
- 33.7 The Purchaser acknowledges that the documents attached to this Contract are the most accurate and current available at the time of creating the Contract.
- 33.8 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 with similar material terms, or any associated deed or document, if so, required.
- 33.9 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.



### 34. **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 56.3 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.

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

This Contract is varied by:

- 35.1 Clause 1 - depositholder – means either the vendor, agent or the vendor's solicitor as selected by the Vendor;
- 35.2 Clause 1 - work order - add the words '*from any competent authority or adjoining owner*' at the end of the definition of '*work order*';
- 35.3 Clause 1 - Settlement cheque- means a bank cheque issued by a bank and drawn on itself;
- 35.4 Clause 1 – 'serve' means serve in writing on the other party or their solicitor and service may be by email;
- 35.5 Clause 6 - delete in its entirety;
- 35.6 Clause 7.1- delete the words '*if in the case of claims that are not for delay*';
- 35.7 Clause 7.1.1- substitute '\$1.00' in place of '5%';
- 35.8 Clause 7.1.3 - substitute '7 days' in place of '14 days';
- 35.9 Clause 7.2.1 -substitute '5%' in place of '10%';
- 35.10 Clause 8.1.3 - substitute '7 days' in place of '14 days';
- 35.11 Clause 10.2 - add the words '*make a claim, requisition*' after the word 'rescind';
- 35.12 Clause 11 - delete in its entirety;
- 35.13 Clause 13.13.1 -amend 5 days to 10 days;
- 35.14 Clause 13.13.4 - Add after 'payment' within 5 days of Settlement and this clause shall not merge on completion;
- 35.15 Clause 14.4.2 - delete in its entirety;

- 35.16 Clause 14.8 - add the words '*by any competent authority*' after the word '*started*';
- 35.17 Clause 16.6 - delete in its entirety;
- 35.18 Clause 20.4 - add the words '*and guarantors*' after the word '*party*';
- 35.19 Clauses 23.6 and 23.13-23.18 delete in their entirety;
- 35.20 Clauses 25.2, 28 and 29 delete in their entirety;
- 35.21 Clause 30.5.1 - amend 7 days to 10 days;
- 35.22 Clause 30.9.1 - amend 2 business days to 5 business days; and
- 35.23 Clause 31.4 - amend 7 days to 3 days.

### **36. DEPOSIT**

- 36.1 If, for any reason the vendor or the agent is not the depositholder then the Vendor's legal representative shall be the depositholder
- 36.2 If Clause 36.1 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.
- 36.3 If the Vendor's legal representative is the depositholder a \$350.00 fee will be paid to the depositholder for administration fees.
- 36.4 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;
- 36.5 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.
- 36.6 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.



**37. DEPOSIT BOND**

- 37.1 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.
- 37.2 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 and any failure constitutes an essential breach.

**38. FIRB REQUIREMENTS**

- 38.1 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.
- 38.2 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.
- 38.3 This warranty and indemnity shall not merge on completion.

**39. CAPACITY**

- 39.1 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:
  - (c) resolves to go into liquidation;
  - (d) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;

- (e) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or any similar legislation; or
- (f) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporation Law or any similar legislation; or
- (g) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed; or
- (h) the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate.

39.2 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.

**40. NO WARRANTY**

- 40.1 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.



- 40.2 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.
- 40.3 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.

**41. WARRANTY AS TO AGENTS**

- 41.1 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).
- 41.2 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.
- 41.3 The parties agree that this clause shall not merge upon completion.

**42. PROPERTY CONDITION**

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

**43. NO RELIANCE ON INFORMATION**

43.1 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).

**44. LATE COMPLETION**

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

44.2 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.

44.3 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.

44.4 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.

44.5 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;

44.6 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

44.7 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.

44.8 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.



**45. GUARANTEE IF CORPORATE PURCHASER**

45.1 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.

**46. ENCUMBRANCES**

- 46.1 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.
- 46.2 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.

**47. REQUISITIONS**

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

**48. INCONSISTENCY**

- 48.1 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.

**49. ENTIRE AGREEMENT**

- 49.1 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.

**50. GST**

- 50.1 The purchase price includes GST, if any payable by the Vendor.
- 50.2 The parties agree that, notwithstanding any other provision in this Contract, the margin scheme will apply to the sale, or part of the sale unless the Vendor's legal representative advises to the contrary and an appropriate amendment will then be made to Page 2 herein, to reflect this.
- 50.3 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.
- 50.4 This clause shall not merge upon completion.

**51. COMPLETION**

- 51.1 The completion date is the later of:
- (a) 28 days after the Contract date; or
  - (b) Twenty one (21) days after the date that the Vendor's legal representative advises the Purchaser or their legal representative that the Plan has been registered.

**52. TRANSFER AND CoRD**

- 52.1 If the Purchaser requests an amendment to the CoRD after its issue a payment of \$55.00 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.
- 52.2 The Vendor is not obliged to complete the Contract unless payment of such amount is made by way of a settlement adjustment at completion.

**53. LAND TAX CLEARANCE**

- 53.1 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.

**54. SETTLEMENT FEE**

- 54.1 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.
- 54.2 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**

**55. PRECONDITIONS**

55.1 Completion of this Contract is conditional upon:

- (a) **Purchase of Land:**  
The Vendor completing its purchase of the Property prior to completion, if not the registered proprietor.
- (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.

**56. RESCISSION OF CONTRACT**

56.1 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 56.2 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 56.3, 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.

- 56.2 If the Subdivision Documents are registered before service of a notice under subclause 56.1 neither party may rescind this Contract pursuant to this clause 56.
- 56.3 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**

**57. CHANGES TO DOCUMENTS**

- 57.1 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.
- 57.2 Subject to subclause 57.3 the Purchaser may not make any Objection because of a variation to the Subdivision Documents.
- 57.3 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.
- 57.4 If the Purchaser does not rescind the Contract in accordance with subclause 57.3 the Purchaser is deemed to have waived any rights of rescission and accepted the variation.
- 57.5 For the purposes of subclause 57.3 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%.

57.6 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.

## **58. VENDOR'S DISCLOSURES**

58.1 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.

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

58.3 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.

58.4 If the Purchaser does not rescind the Contract in accordance with clause 58.3 the Purchaser is deemed to have waived any right of rescission and accepted the Right.

## **59. SERVICES**

59.1 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.

59.2 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.

## **60. DRAINAGE WORKS**

60.1 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.

60.2 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.

60.3 This Clause shall not merge upon completion.

**61. SELLING AND LEASING ACTIVITIES**

61.1 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.

61.2 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.

61.3 This Clause shall not merge upon completion.

**62. BOUNDARY FENCING**

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

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

62.3 This Clause shall not merge upon completion.

**63. WATER AND COUNCIL RATES AND LAND TAX**

63.1 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.  |

63.2 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.

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

**64. LODGEMENT BY PURCHASER OF CAVEAT**

64.1 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.

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

**65. SECTION 10 CERTIFICATE**

65.1 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.



**66. DISPUTES**

66.1 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.

**67. RESIDENTIAL WITHHOLDING PAYMENT**

67.1 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.

67.2 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.

## CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## GUARANTEE AND INDEMNITY

We the Guarantors whose names, addresses and descriptions are set out in the Schedule below (hereinafter called 'the Guarantors') in consideration of the Vendor entering into this Contract with the Purchaser Company do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of all monies, interest or other monies payable by the Purchaser to the Vendor pursuant to the Contract or in the performance or observation of any of the terms or conditions of the within Contract to be performed or observed by the Purchaser, we will forthwith, upon demand by the Vendor, pay the whole of the deposit monies, interest charges or other monies payable to the Vendor. As a separate and independent obligation we will further jointly and severally undertake to keep the Vendor indemnified against all loss of purchase money, interest and other money payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur as a result of any default aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the money payable under the Contract, or the performance or observance of or by any other thing which under the law relating to sureties would, but for this provision have the effect of releasing us, our executors or administrators. Should the Purchaser exercise its rights to nominate another Purchaser, then this Guarantee and Indemnity shall apply in respect of the other nominee entity.

### SCHEDULE

Guarantor(s)

Name(s):

of

IN WITNESS WHEREOF the said Guarantor has hereto set his hand and seal this day of \_\_\_\_\_, 2015

SIGNED SEALED AND DELIVERED )

By the said )

)

In the presence of:

\_\_\_\_\_  
Name:



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

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

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

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

**Affectations**

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

**Capacity**

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

**Requisitions and transfer**

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

BOX 1W  
(AI498547)



NEW SOUTH WALES  
**CERTIFICATE OF TITLE**

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
14/P/712	
EDITION	DATE OF ISSUE
3	8/4/2014
CERTIFICATE AUTHENTICATION CODE	
6QDL-5D-4WL3	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

-----  
LOT 14 OF SECTION P IN DEPOSITED PLAN 712  
AT RIVERSTONE.  
LOCAL GOVERNMENT AREA: BLACKTOWN.  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM: DP712

FIRST SCHEDULE

-----  
QARTABA HOMES PTY LTD

(T AI498547)

SECOND SCHEDULE

-----  
1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

\*\*\*\*\* END OF CERTIFICATE \*\*\*\*\*

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR INDEMNIFICATION UNDER THE REAL PROPERTY ACT 1900



BOX 1W  
(AI498547)



NEW SOUTH WALES  
**CERTIFICATE OF TITLE**

REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
15/P/712	
EDITION	DATE OF ISSUE
2	8/4/2014
CERTIFICATE AUTHENTICATION CODE	
FVSW-MM-TF59	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



LAND

-----

LOT 15 OF SECTION P IN DEPOSITED PLAN 712  
LOCAL GOVERNMENT AREA: BLACKTOWN.  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM: DP712

FIRST SCHEDULE

-----

QARTABA HOMES PTY LTD

(T AI498547)

SECOND SCHEDULE

-----

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

\*\*\*\*\* END OF CERTIFICATE \*\*\*\*\*

ANY ATTEMPT TO ALTER THIS CERTIFICATE WILL BE A CRIME UNDER THE REAL PROPERTY ACT

"A" 13/9/81

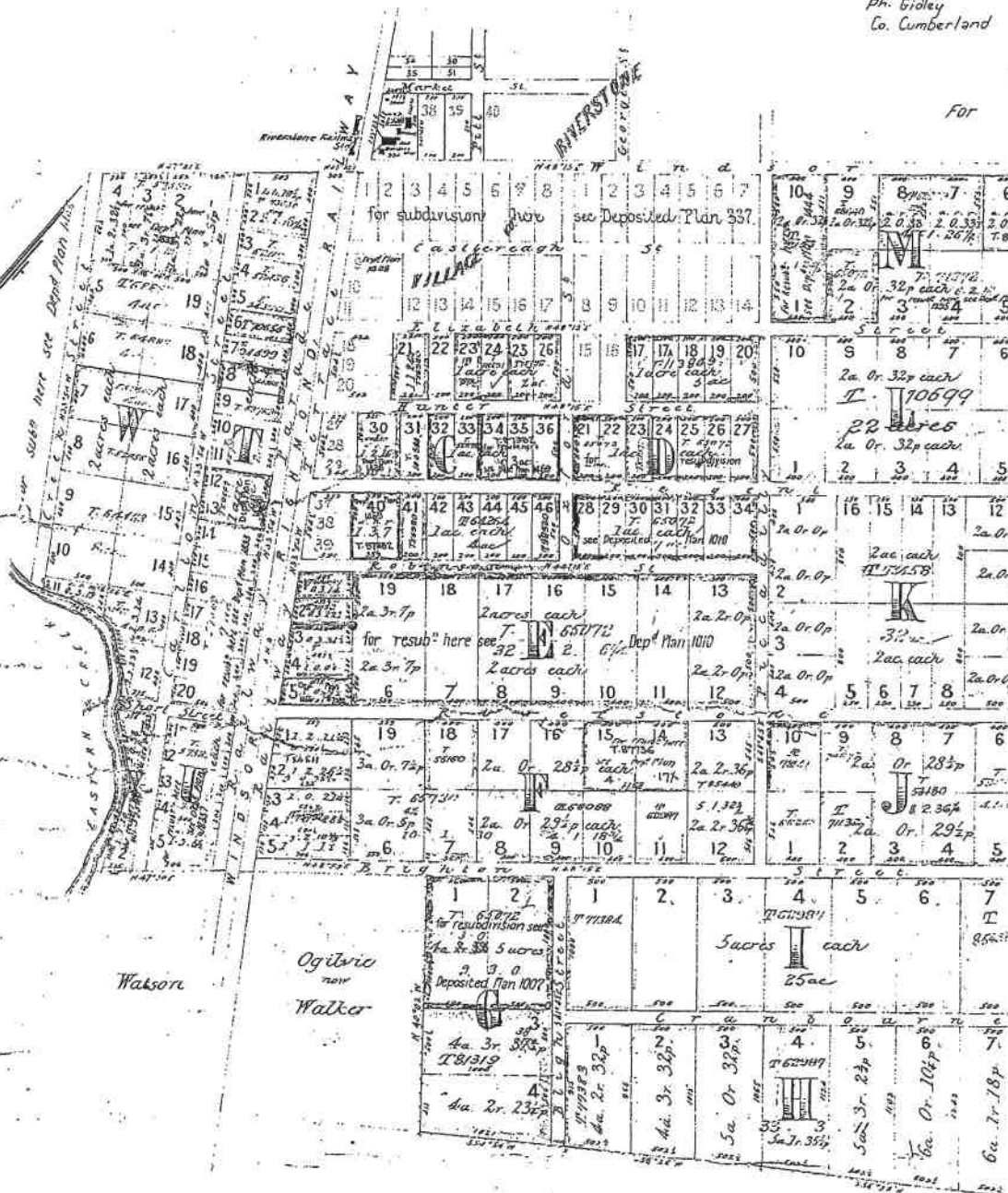
DP 712 (E)

SUBDIVISION  
OF PART OF THE  
RIVERS TOWNSHIP

Part of 1900 Oct Grant <sup>to</sup> Charles O'Connell 22

Ph. Gidley  
Co. Cumberland

For



DP 712 (E)

Schofield

Scale 6 chains to an inch

This is the plan marked A 13/9/1 referred to in the declaration of W. A. Brinsley J. S. made before me at Sydney this 13<sup>th</sup> day of September 1887.

Don J. Batt Sr.





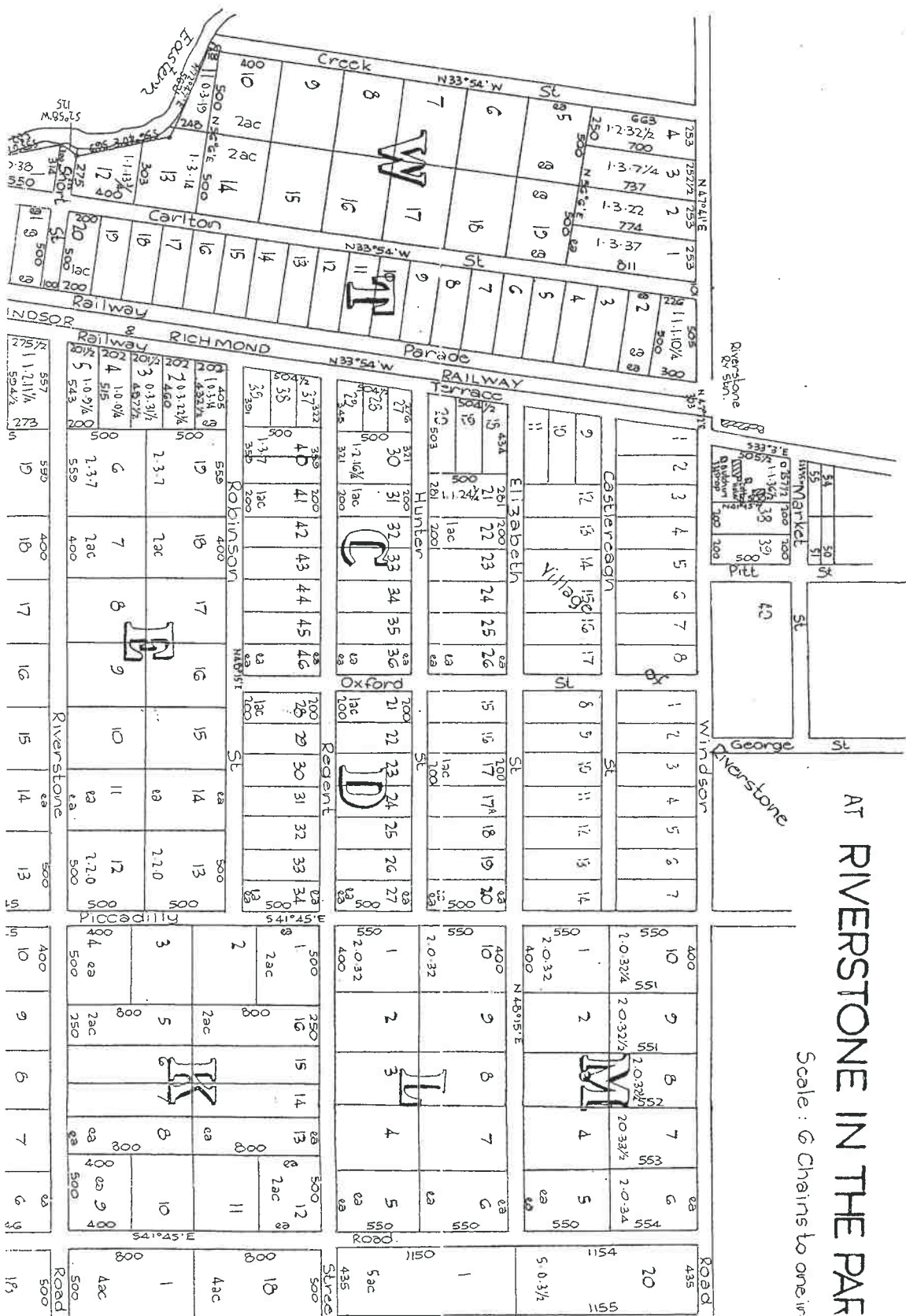


SUBDIVISION OF PART

# RIVERSTONE E

AT RIVERSTONE IN THE PARK

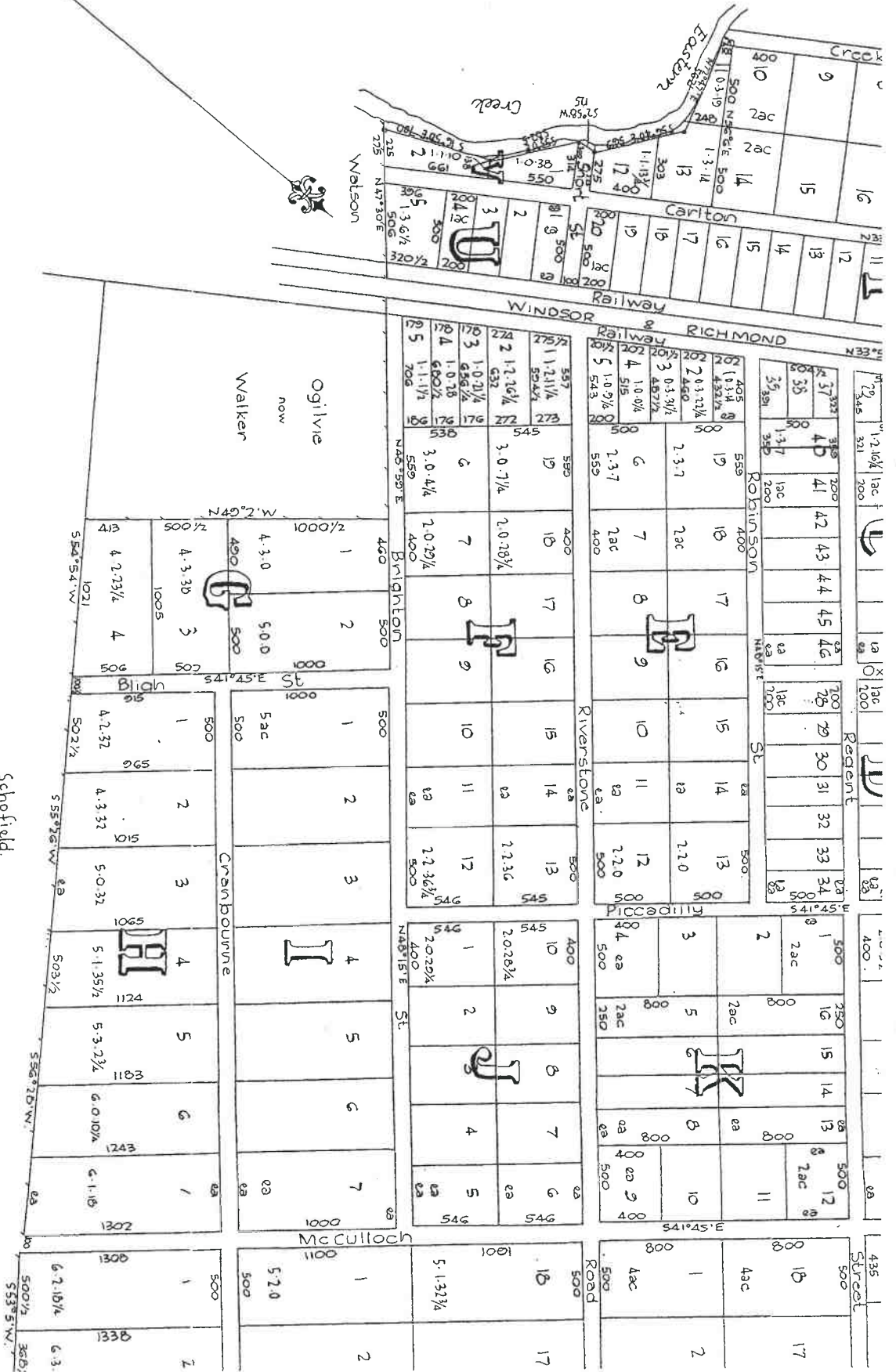
Scale: 6 Chains to one in



D.P. 712.

DP 712 (E)

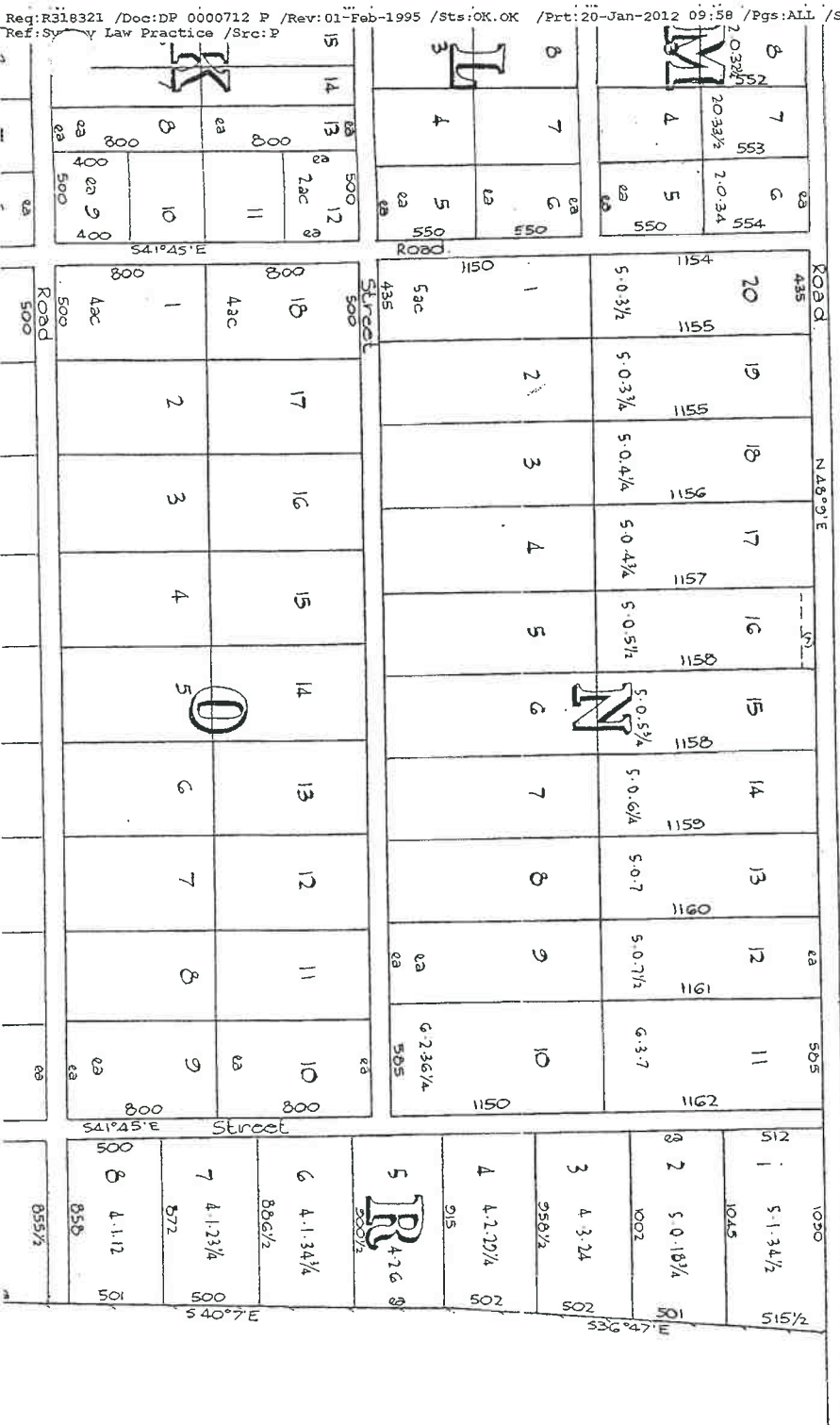
Schofield.



# STONE ESTATE

NE IN THE PARISH OF GIDLEY

Scale: 6 Chains to one inch



(A) RESTRICTIONS ON USER - M481165



(A) RESTRICTIONS ON USER - M481165

Declaration Dated 13th September 1881

DP 712 (E)



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 712	LINKS	METRES
3.03	0.61	
7	1.31	
27.4	5.31	
30	6.085	
53.1	11.005	
90	16.105	
100	20.115	
100.25	20.165	
105.1	21.115	
112	22.05	
113	22.75	
113.5	23.115	
117.6	25.405	
176	35.61	
179	36.01	
106	37.415	
200	40.235	
201.5	40.535	
202	40.635	
225	42.465	
226	42.465	
246	43.985	
250	50.29	
252.5	50.79	
253	50.9	
257.5	51.8	
272	54.72	
273	54.92	
274	55.12	
275	55.32	
215.5	53.42	
246	52.32	
301	60.325	
303	60.95	
314	63.17	
320.5	64.47	
321	64.57	
322	64.76	
334	67.19	
345	69.4	
359	72.22	
368.5	74.13	
370.5	74.62	
391	79.66	
400	80.47	
405	81.47	
413	83.06	
432.5	87.01	
434	87.21	
445	87.21	
460	92.07	
487.5	98.57	
500	100.58	
500.5	100.79	
501	100.99	
502	101.19	
502.5	101.19	
503.5	101.45	
504.5	101.75	
505	101.83	
506	101.69	
512	103.3	
515	103.6	
515.5	103.7	
536	108.23	
543	109.23	
545	109.64	
546	109.84	
550	110.64	
551	110.84	
552	111.04	

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 712	LINKS	METRES
	553	111.25
	554	111.45
	557	112.05
	558	112.15
	562.5	113.15
	565	113.45
	585	117.64
	594.5	119.59
	632	127.14
	632.25	127.02
	651	132.97
	663.5	135.97
	680.5	136.89
	700	140.42
	708	140.92
	737	146.09
	756	148.09
	774	152.7
	800	160.93
	804	161.74
	811	163.15
	817	163.15
	818	163.56
	819.5	163.56
	834	165.97
	839	165.97
	848.5	167.16
	858	167.16
	858	167.4
	868	170.42
	872	170.42
	873	170.42
	875	170.42
	876	170.42
	877	170.42
	878	170.42
	879	170.42
	880	170.42
	881	170.42
	882	170.42
	883	170.42
	884	170.42
	885	170.42
	886	170.42
	887	170.42
	888	170.42
	889	170.42
	890	170.42
	891	170.42
	892	170.42
	893	170.42
	894	170.42
	895	170.42
	896	170.42
	897	170.42
	898	170.42
	899	170.42
	900	170.42
	900.2	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	170.42
	905	1

## Applicant Details

**Your reference** QARTABA - 158 RIVERSTONE RD

PLATINUM PROPERTY LAW  
PO BOX 126  
RIVERSTONE NSW 2765

## Certificate Details

<b>Certificate no.</b>	PL2019/06318	<b>Fee:</b> \$53.00
<b>Date issued</b>	24 July 2019	<b>Urgency fee:</b> N/A
<b>Receipt no.</b>	ePay Ref 42518	

## Property information

<b>Property ID</b>	117398	<b>Land ID</b>	117398
<b>Legal description</b>	LOT 14 SEC P DP 712		
<b>Address</b>	160 RIVERSTONE ROAD RIVERSTONE NSW 2765		
<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

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

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

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **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.

---

### 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: 662845

End of Certificate

## Applicant Details

**Your reference** QARTABA - 160 RIVERSTONE

PLATINUM PROPERTY LAW  
PO BOX 126  
RIVERSTONE NSW 2765

## Certificate Details

<b>Certificate no.</b>	PL2019/06319	<b>Fee:</b> \$53.00
<b>Date issued</b>	24 July 2019	<b>Urgency fee:</b> N/A
<b>Receipt no.</b>	ePay Ref 42518	

## Property information

<b>Property ID</b>	117394	<b>Land ID</b>	117394
<b>Legal description</b>	LOT 15 SEC P DP 712		
<b>Address</b>	158 RIVERSTONE ROAD RIVERSTONE NSW 2765		
<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

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

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

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • **DX** 8117 Blacktown  
**Email:** s10.7certificates@blacktown.nsw.gov.au • **Website:** 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.

---

### 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**

This land contains a heritage item under the protection of an environmental planning instrument. Before any development can proceed in an area known to contain a heritage item, the consent of Council must be obtained.

## **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.

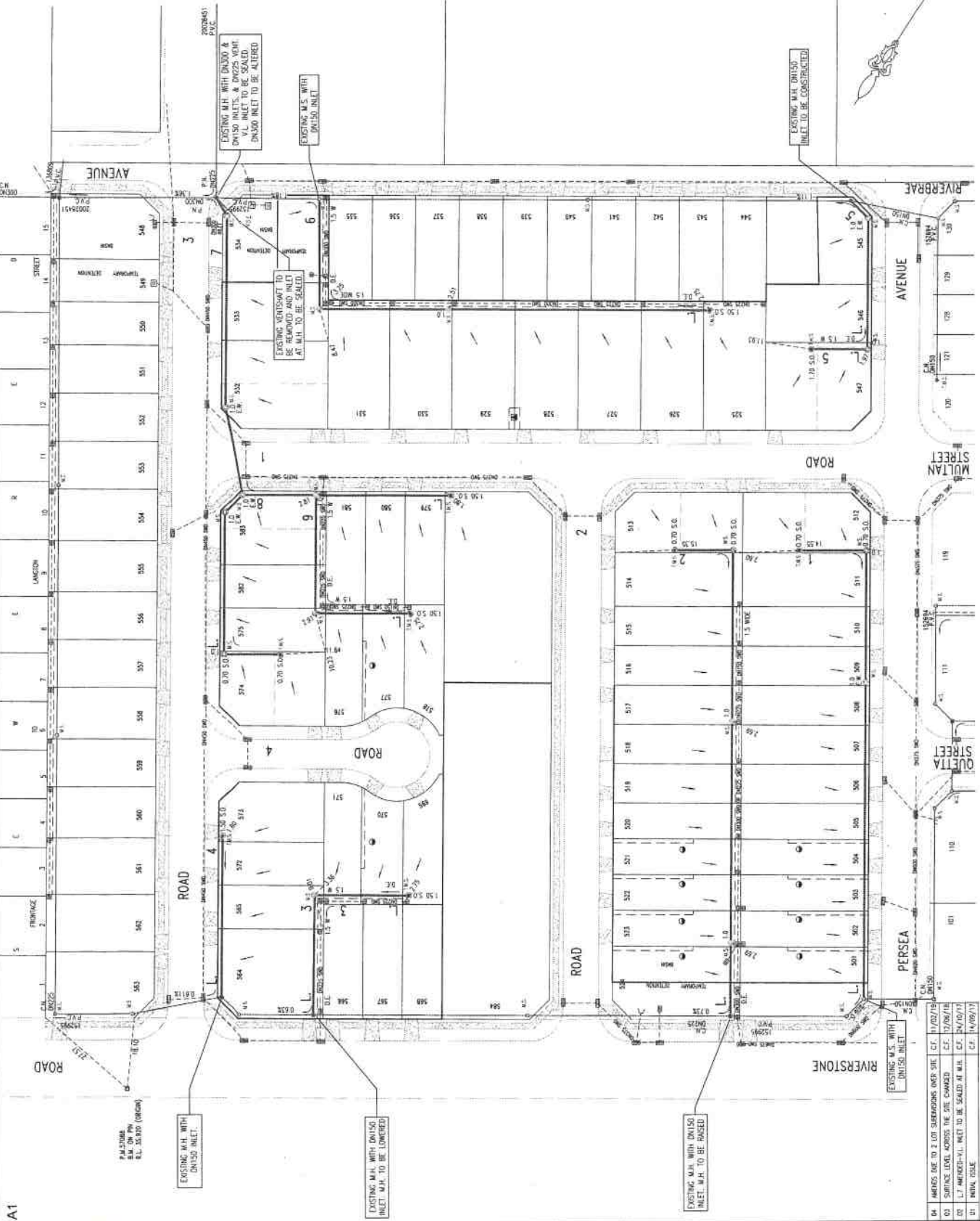
Authorised by Blacktown City Council  
Proforma ID: 662836

End of Certificate

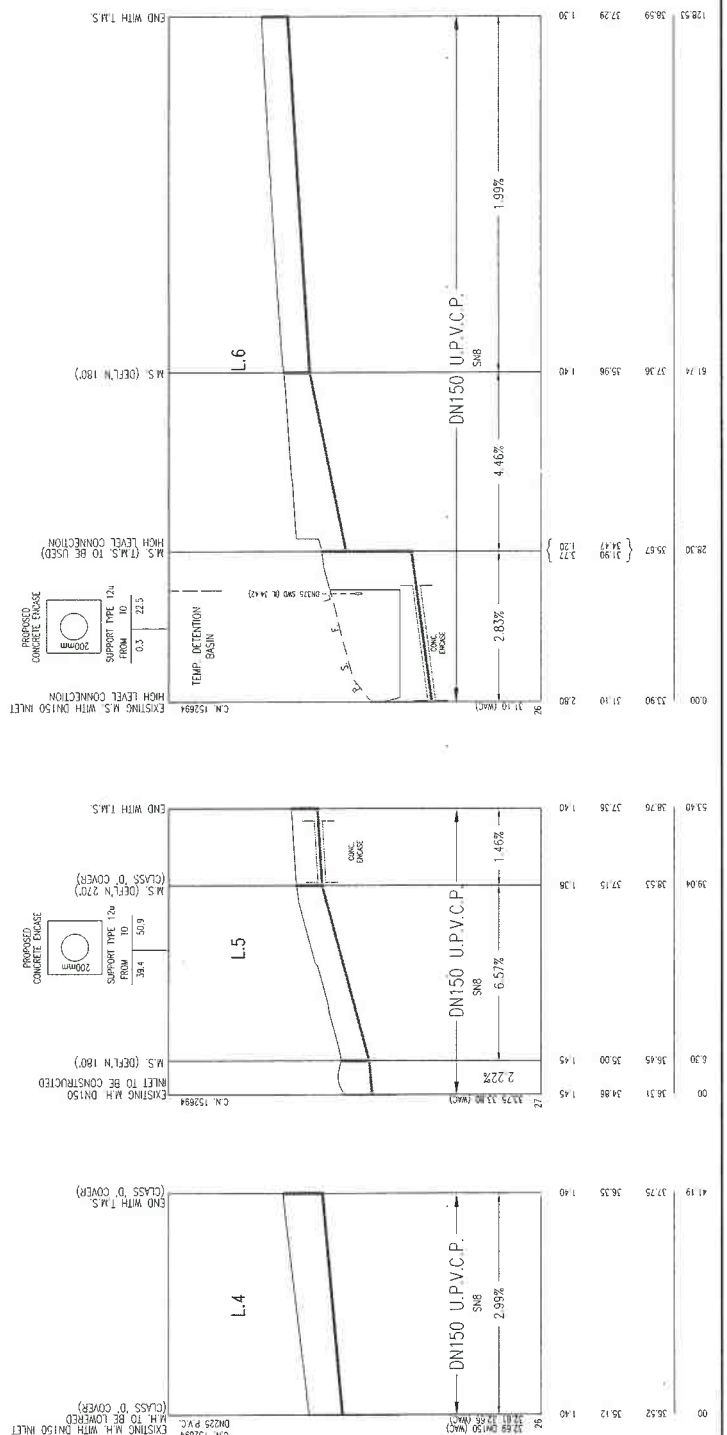
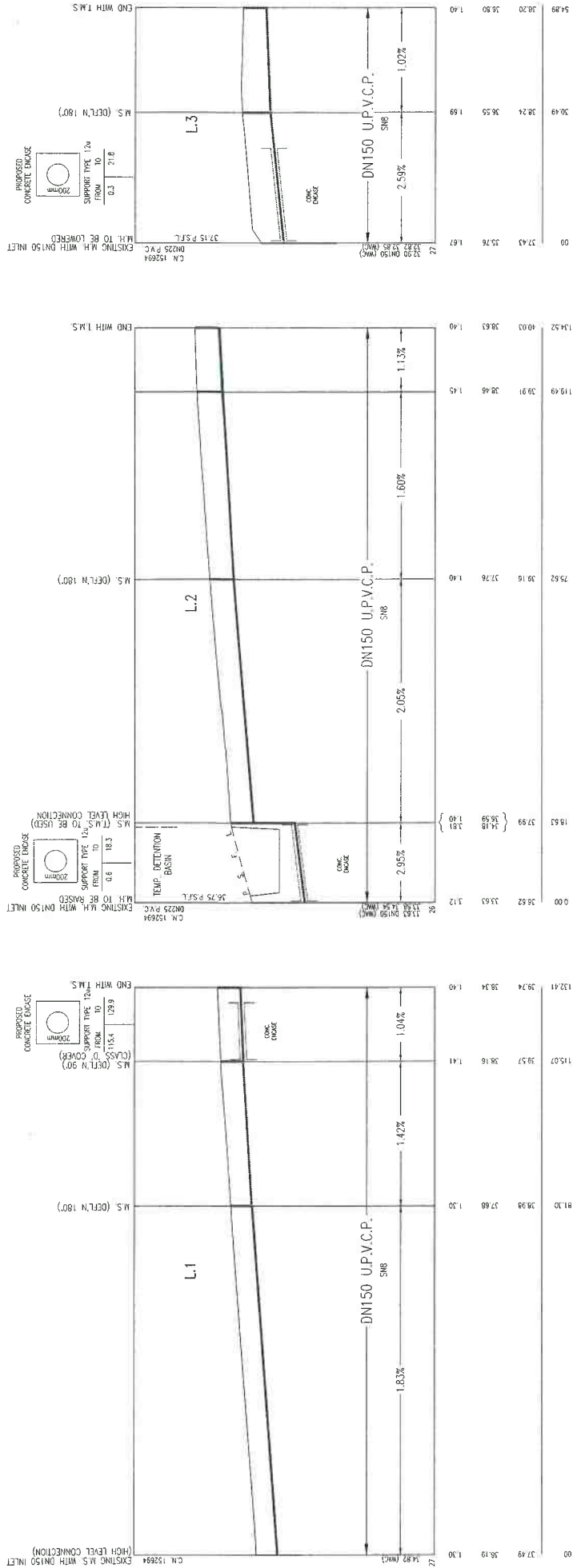


NOTES:-

- 1 WATER SERVICES COORDINATOR: NORTH WESTERN SURVEYS PTY. LTD.  
1/11 HOWARD ROAD, BLACKTOWN N.S.W. 2148  
PH: (02) 9831 2040
- 2 DESIGN: NORTH WESTERN SURVEYS PTY. LTD.  
1/11 HOWARD ROAD, BLACKTOWN N.S.W. 2148  
PH: (02) 9831 2040
- 3 SURVEY: NORTH WESTERN SURVEYS PTY. LTD.  
1/11 HOWARD ROAD, BLACKTOWN N.S.W. 2148  
PH: (02) 9831 2040
- 4 FOR: CARPARK WORKS PTY. LTD.  
UNIT 3, 61-65 GARFIELD ROAD, RIVERSTONE  
PH: 0412 421 596
- 5 ALL SERVICES SHOWN ARE INDICATIVE ONLY. A DETAILED SERVICES DESIGN & DET. CHECKS OF ALL UTILITIES SERVICES WILL BE REQUIRED PRIOR TO CONSTRUCTION OF ANY WORKS.
- 6 THE CONSTRUCTION IS TO DETERMINE LEVELS & LOCATIONS OF SERVICES PRIOR TO CONSTRUCTION.
- 7 ALL LOTS WILL BE WAGAT AT TIME OF SURVEY
- 8 ALL SURVEY MARKS ARE PLUS UNLESS OTHERWISE NOTED
- 9 THE CONSTRUCTION IS TO VERIFY THE EXISTING INVERT LEVEL PRIOR TO CONSTRUCTION. IF THE SURVEYED INVERT LEVEL DIFFERS FROM LEVELS INDICATED ON THE LONG SECTION, CONTACT NORTH WESTERN SURVEYS PTY. LTD. ON (02) 9831 2040 IMMEDIATELY.
- 10 ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS. THE CONSTRUCTION IS TO WORK WITH THE SITE SUPERINTENDENT TO VERIFY ALL LEVELS.
- 11 PIPES TO BE CONCRETE ENCASED (SUPPORT TYPE 12) SHOWN ACCORDINGLY
- 12 DEPICTS PROPOSED ELECTRICAL SUB STATION
- 13 DRAINAGE LIMITS ARE TO PROPOSED FINISHED SURFACE LEVELS.
- 14 PROPERTY CONSTRUCTION TO DTC-1270 SHOWN THIS: ✓
- 15 MAINTENANCE SHEDS TO BE APPROVED PREPARED/PAVED RPT. TYPE FOR DEFLECTIONS BETWEEN 150' & 210' APPROVED P.V.C. TYPES MAY BE USED IN LULU
- 16 SINKER UNITS NOT TO BE BACKFILLED UNTIL LOCATION & INVERT LEVEL HAVE BEEN OBSERVED & APPROVAL TO BACKFILL RECEIVED FROM THE N.S.W.
- 17 BUILDING OVER/ADJACENT TO SINKER, CONDITIONS APPLY. REFER TO "STONY WATER TAP IN" THROUGH SMC WEBSITE (hydrowater.com.au)
- 18 ALL LEVELS ELECTRONICALLY GENERATED. NO LEVEL BOOK AVAILABLE
- 19 THE PROPOSED WORKS AS DETAIL HERE ON MUST BE CONSTRUCTED IN ACCORDANCE WITH THE STONY WATER TECHNICAL SPECIFICATION FOR LEAK TIGHT SINKER DATED 8 DECEMBER 2015 (REV. 8.1), WHERE CONFLICT EXISTS BETWEEN THE CODE AND THE SPECIFICATION, THE SPECIFICATION PREVAILS. THE CONSTRUCTION MUST HAVE A COPY OF THOSE DOCUMENTS ON SITE AT ALL TIMES.
- 20 THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO VERIFY THE SINKERAGE CODE OF AUSTRALIA (CLAUSE 22.3.4.4) ARE:  
TRENCHABLE:  
PIPE EMBEDED ZONE: IN ALL TESTS  
NON-TRENCHABLE:  
PIPE EMBEDED ZONE: 8 TESTS (SEE NOTE 16)  
MAINTENANCE STRUCTURES:  
PIPE EMBEDED ZONE: 8 TESTS / 100mm LAYER  
1 TEST / 1m LAYER WITHIN 300mm OF EACH M.H. OR U.S.  
TRENCH FILL ZONE: 8 TESTS / 100mm LAYER  
ALL ROAD CROSSINGS TO BE 20:1 STABILISED SAND CEMENT BACK FILL  
19 M.H.'S TO BE CONSTRUCTED IN ACCORDANCE WITH DTC DRAWING 2203 IN CONJUNCTION WITH DTC DRAWINGS 2000, 2220, 2221, AND 2222.  
20 PIPE JOINTING METHOD TO BE EITHER RUBBER RING JOINT OR SOLVENT CEMENT WELDED (REFER SECTION 10.6 IN SINKERAGE CODE OF AUSTRALIA WS02-2002).
- 21 80mm DEBITS PROPOSED ELECTRICAL & ELECTRICAL SUB STATION
- 22 CUSTOMER DRAW CONNECTIONS CONSTRUCTED CONCURRENTLY WITH THE NEW SINKER MUST BE CONSTRUCTED BY A LICENSED PLUMBER. THE WORKS MUST BE INSTALLED IN ACCORDANCE WITH THE STONY WATER TECHNICAL SPECIFICATION FOR LEAK TIGHT SINKER DATED 8 DECEMBER 2015 (REV. 8.1), WHERE CONFLICT EXISTS BETWEEN THE CODE AND THE SPECIFICATION, THE SPECIFICATION PREVAILS. THE CONSTRUCTION MUST HAVE A COPY OF THOSE DOCUMENTS ON SITE AT ALL TIMES. THE CUSTOMER DRAW RISER MUST NOT EXCEED TO THE SURFACE. A MINIMUM OF 500mm COVER MUST BE MAINTAINED TO PROTECT THE RISER & JUNCTION FROM DAMAGE. THE CUSTOMER DRAW CONNECTION MUST BE INSPECTED BY A N.S.W. FAR PROOFING PUMPING INSPECTION ASSURANCE SERVICE (FPI) OFFICER PRIOR TO BACKFILL.
- 23 80mm DEBITS USEMENT FOR MAINTENANCE 0.9 METER



WORKS AS CONSTRUCTED CERTIFICATION										PIPE SCHEDULE				AUSTRALIAN HEIGHT DATUM				STONY WATER CORPORATION			
NO.	ALLOCATION	DESCRIPTION	DATE	REF.	TYPE	DATE	REF.	DEVELOPER	DATE	REF.	TYPE	NO.	TYPE	DATE	REF.	TYPE	NO.	TYPE	DATE	REF.	
04	MARKS	DUE TO 2 LOT SUBDIVISION OVER SITE	11/02/2018	CF	11/02/2018	11/02/2018	11/02/2018	WATER SERVICES COORDINATOR	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	
05	SURFACE	LEVEL ACROSS THE SITE CHANGED	11/02/2018	CF	11/02/2018	11/02/2018	11/02/2018	WATER SERVICES COORDINATOR	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	11/02/2018	
06	L7	MARKER-HALL INLET TO BE SEALED AT M.H.	24/10/17	CF	24/10/17	24/10/17	24/10/17	COMPLETED	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	24/10/17	
07	INITIAL	ISSUE	14/09/17	CF	14/09/17	14/09/17	14/09/17	DESIGNED	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	14/09/17	
PLAN TO BE READ IN CONJUNCTION WITH SINKERAGE CODE OF AUSTRALIA (CLAUSE 22.3.4.4) AND SINKERAGE CODE OF AUSTRALIA (CLAUSE 22.3.4.4)				WATER SERVICES COORDINATOR				DESIGNED				DESIGNED									
PROPOSED AND EXISTING SERVICES CONTACT				DESIGNED				DESIGNED				DESIGNED									
ELECTRICITY (DOMESTIC ENERGY)				DESIGNED				DESIGNED				DESIGNED									
GAS				DESIGNED				DESIGNED				DESIGNED									
TELECOMUNICATIONS				DESIGNED				DESIGNED				DESIGNED									
POTABLE WATER				DESIGNED				DESIGNED				DESIGNED									
SEWERAGE				DESIGNED				DESIGNED				DESIGNED									
STORMWATER				DESIGNED				DESIGNED				DESIGNED									
NO. 13				NO. 13				NO. 13				NO. 13									
NO. 14				NO. 14				NO. 14				NO. 14									
NO. 15				NO. 15				NO. 15				NO. 15									
NO. 16				NO. 16				NO. 16				NO. 16									
NO. 17				NO. 17				NO. 17				NO. 17									
NO. 18				NO. 18				NO. 18				NO. 18									
NO. 19				NO. 19				NO. 19				NO. 19									
NO. 20				NO. 20				NO. 20				NO. 20									
NO. 21				NO. 21				NO. 21				NO. 21									
NO. 22				NO. 22				NO. 22				NO. 22									
NO. 23				NO. 23				NO. 23				NO. 23									
NO. 24				NO. 24				NO. 24				NO. 24									
NO. 25				NO. 25				NO. 25				NO. 25									
NO. 26				NO. 26				NO. 26				NO. 26									
NO. 27				NO. 27				NO. 27				NO. 27									
NO. 28				NO. 28				NO. 28				NO. 28									
NO. 29				NO. 29				NO. 29				NO. 29									
NO. 30				NO. 30				NO. 30				NO. 30									
NO. 31				NO. 31				NO. 31				NO. 31									
NO. 32				NO. 32				NO. 32				NO. 32									
NO. 33				NO. 33				NO. 33				NO. 33									
NO. 34				NO. 34				NO. 34				NO. 34									
NO. 35				NO. 35				NO. 35				NO. 35									
NO. 36				NO. 36				NO. 36				NO. 36									
NO. 37				NO. 37				NO. 37				NO. 37									
NO. 38				NO. 38				NO. 38				NO. 38									
NO. 39				NO. 39				NO. 39				NO. 39									
NO. 40				NO. 40				NO. 40				NO. 40									
NO. 41				NO. 41				NO. 41				NO. 41									
NO. 42				NO. 42				NO. 42				NO. 42									
NO. 43				NO. 43				NO. 43				NO. 43									
NO. 44				NO. 44				NO. 44				NO. 44									
NO. 45				NO. 45				NO. 45				NO. 45									
NO. 46				NO. 46				NO. 46				NO. 46									
NO. 47				NO. 47				NO. 47				NO. 47									
NO. 48				NO. 48				NO. 48				NO. 48									
NO. 49				NO. 49				NO. 49				NO. 49									
NO. 50				NO. 50				NO. 50				NO. 50									
NO. 51				NO. 51				NO. 51				NO. 51									
NO. 52				NO. 52				NO. 52				NO. 52									
NO. 53				NO. 53				NO. 53				NO. 53									
NO. 54				NO. 54				NO. 54				NO. 54									
NO. 55				NO. 55				NO. 55				NO. 55									
NO. 56				NO. 56				NO. 56				NO. 56									
NO. 57				NO. 57				NO. 57				NO. 57									
NO. 58				NO. 58				NO. 58				NO. 58									
NO. 59				NO. 59				NO. 59				NO. 59									
NO. 60				NO. 60				NO. 60				NO. 60									
NO. 61				NO. 61				NO. 61				NO. 61									
NO. 62				NO. 62				NO. 62				NO. 62									
NO. 63				NO. 63				NO. 63				NO. 63									
NO. 64				NO. 64				NO. 64				NO. 64									
NO. 65				NO. 65				NO. 65				NO. 65									
NO. 66				NO. 66				NO. 66				NO. 66									
NO. 67				NO. 67				NO. 67				NO. 67									
NO. 68				NO. 68				NO. 68				NO. 68									
NO. 69				NO. 69				NO. 69				NO. 69									
NO. 70				NO. 70				NO. 70				NO. 70									
NO. 71				NO. 71				NO. 71				NO. 71									
NO. 72				NO. 72				NO. 72				NO. 72									
NO. 73				NO. 73				NO. 73				NO. 73									
NO. 74				NO. 74				NO. 74				NO. 74									
NO. 75				NO. 75				NO. 75				NO. 75									
NO. 76				NO. 76				NO. 76				NO. 76									
NO. 77				NO. 77				NO. 77				NO. 77									
NO. 78				NO. 78				NO. 78				NO. 78									
NO. 79				NO. 79				NO. 79				NO. 79									
NO. 80				NO. 80				NO. 80				NO. 80									
NO. 81				NO. 81				NO. 81				NO. 81									
NO. 82				NO. 82				NO. 82				NO. 82									
NO. 83				NO. 83				NO. 83				NO. 83									
NO. 84				NO. 84				NO. 84				NO. 84									
NO. 85				NO. 85				NO. 85				NO. 85									
NO. 86				NO. 86				NO. 86				NO. 86									
NO. 87				NO. 87				NO. 87				NO. 87									
NO. 88				NO. 88				NO. 88				NO. 88									
NO. 89				NO. 89				NO. 89				NO. 89									
NO. 90				NO. 90				NO. 90				NO. 90									
NO. 91				NO. 91				NO. 91				NO. 91									
NO. 92				NO. 92				NO. 92				NO. 92									
NO. 93				NO. 93				NO. 93				NO. 93									
NO. 94				NO. 94				NO. 94				NO. 94									
NO. 95				NO. 95				NO. 95				NO. 95									
NO. 96				NO. 96				NO. 96				NO. 96									
NO. 97				NO. 97				NO. 97				NO. 97									
NO. 98				NO. 98				NO. 98				NO. 98									
NO. 99				NO. 99				NO. 99				NO. 99									
NO. 100				NO. 100				NO. 100				NO. 100									



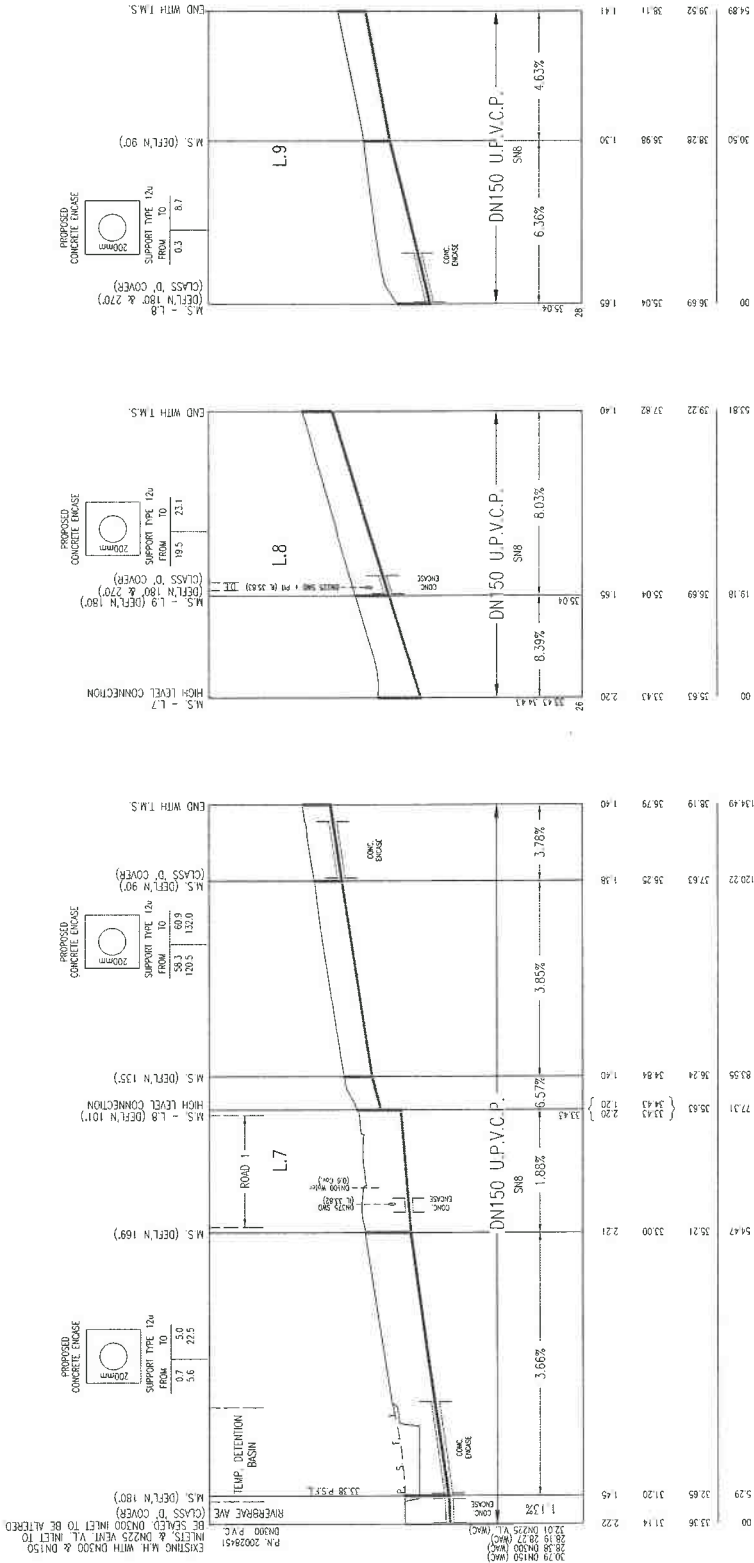
No.	Item	Description	By	Date
01	Initial Issue			
02	Revised			
03	Revised			
04	Revised			

**Sydney Water**

WORKS AS CONSTRUCTED CERTIFICATION  
DESIGNER: W.S.C.  
CONSULTANT: W.S.C.  
COMPLETED: W.A.C. PREPARED

Case No. 157882WW | SHT 1 OF 3 SHTS

FOR DETAILS OF SERVICES SEE SHEET 1



No.	AMENDMENT DESCRIPTION	BY	DATE
04	AMENDS DUE TO 2 LOT SUBMISSEES OVER SITE	C.F.	11/02/18
03	SURFACE LEVEL ACROSS THE SITE CHANGED	C.F.	12/05/18
02	1:7 AMENDED-AL INLET TO BE SIZED AT 1M	C.F.	24/09/17
01	INITIAL ISSUE	C.F.	14/09/17

N.M.S. REFERENCE: 11774

DESIGNED: C.F.

VERIFIED: D.B.F.

REVIEWED: D.B.F.

APPROVED

DATE

WORKSAS CONSTRUCTED CERTIFICATION

SYDNEY WATER CORPORATION

SYDNEY WATER CORPORATION

SYDNEY WATER CORPORATION

SYDNEY WATER CORPORATION

Case No. 157682WW

SHIT 3 OF 3 SHITS

FOR DETAILS OF SERVICES SEE SHEET 1

FOR DETAILS OF SERVICES SEE SHEET 1







# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Qartaba Homes Pty Ltd ACN 147 630 948
<b>PROPERTY</b>	Lot / 158-160 Riverstone Road, Riverstone, NSW, 2765

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No

DETAILS					
Completion	21 days after notification of Plan Registration		Refer to clause(s):	Special Condition 51	
Is there a sunset date?	<input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Conditions 34 and 56
Does the purchaser pay anything more if they do not complete on time?	<input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to Special Conditions 44 and 54		
Has development approval been obtained?	<input checked="" type="checkbox"/> Yes	Development Approval No:	DP 1240602		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No	Provide details:	Likely to be Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to Special Conditions 55 and 56		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

## **Annexure I – Vendor Notice**

Pursuant to Section 14-255, Schedule 1 of the *Tax Administration Act 1953* (Cth)

**Vendor : Qartaba Homes Pty Ltd , ACN 147 630 948**

**Purchaser :**

**Property : Lot [                      ], 158-160 Riverstone Rd, Riverstone, NSW, 2765**

**The Vendor gives the purchaser notice of the following :**

- a) The Property is classified as new residential land under the *Tax Administration Act 1953* (Cth);
- b) The Purchaser is required to make a payment under Section 14-250, Schedule 1 of the *Tax Administration Act 1953* (Cth) in relation to the purchase of new residential land;
- c) The Vendor and the Purchaser acknowledge and agree that the Margin Scheme is to be applied to the supply;
- d) The Purchaser is required to pay 7% of the Contract price to the Commissioner of Taxation; and
- e) The Purchaser must provide the Vendor with a bank cheque in the sum of 7% of the Contract price payable to the Commissioner of Taxation on completion.

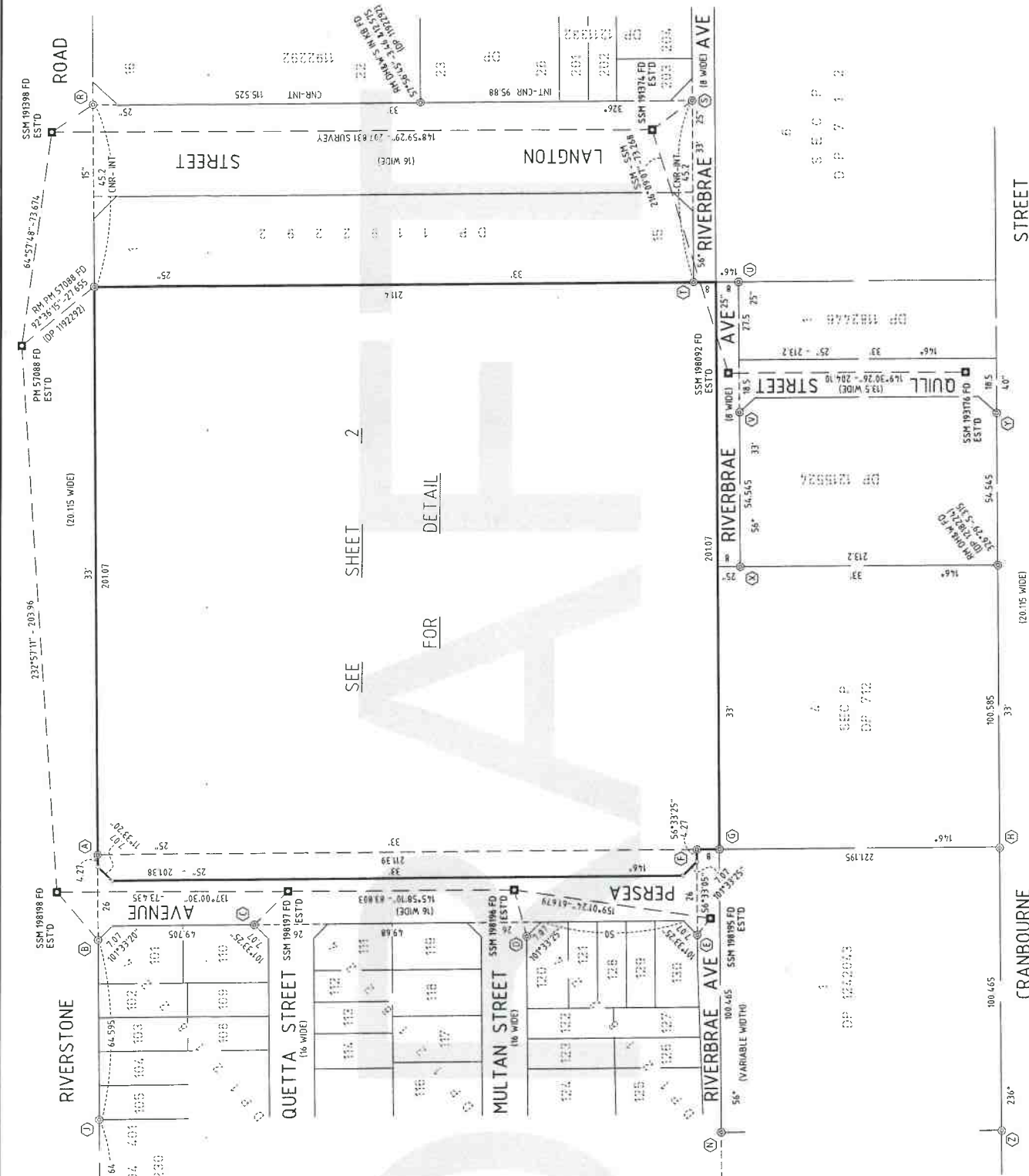
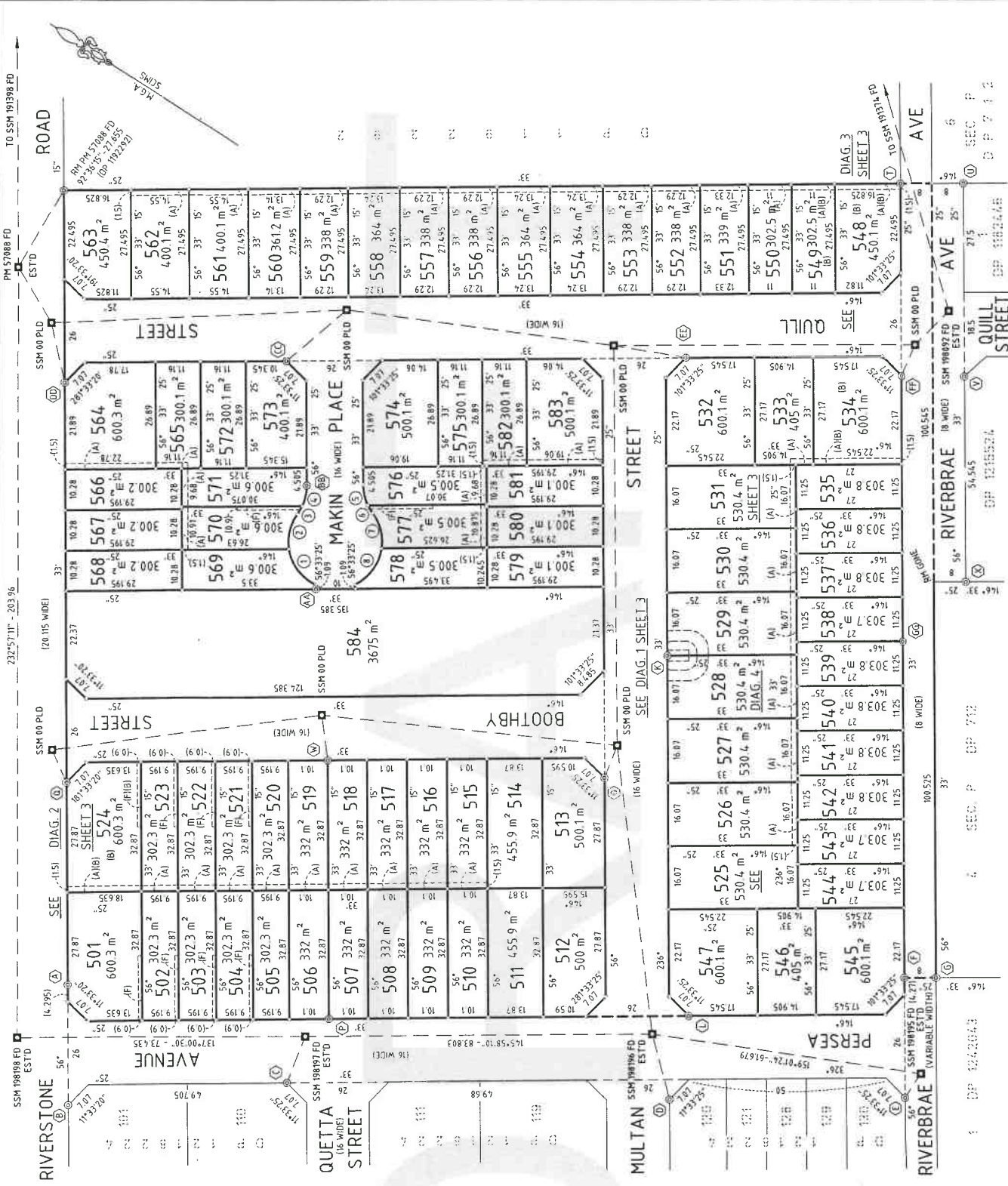


TABLE OF REFERENCE MARKS			
No	REFERENCE	DESCRIPTION	ORIGIN
(A)	14.7°18'15" 5.405	RH D18xW in K&B FD	(DP1218224)
(B)	204°0'155" 6.43	RH SSM 198198 FD	(DP1218224)
(C)	00°00'00" 00	RH	PLACED
(D)	00°00'00" 00	RH	PLACED
(E)	00°00'00" 00	RH	PLACED
(F)	00°00'00" 00	RH	PLACED
(G)	00°00'00" 00	RH	PLACED
(H)	255°27'20" 11.0 260°05'50" 0.715	RH GP FD RH D18xW FD	(DP1242043) (DP1242043)
(J)	555°58'30" 5.51	RH D18xW in K&B FD	(DP1218230)
(H)	99°18'00" 23.91	RH D18xW FD (ORIGIN UNKNOWN)	(DP1218230)
(N)	00°00'00" 00	RH	PLACED
(R)	58°59'10" 13.365 190°36'05" 1.055	RH D18xW FD RH SSM193598 FD	(DP1192282) (DP1192282)
(S)	97°23'35" 16.605 125°42'55" 9.89	RH D18xW FD RH SSM 1913174 FD	(DP1192292) (DP1192292)
(T)	289°22'55" 4.845 259°12'30" 8.81	RH D18xW FD (DP 1192292) RH D18xW FD (DP 1192292)	GONE BY ME
(U)	149°57'20" 12.73 119°38'00" 3.71	RH D18xW FD (DP 1215524) RH D18xW FD (DP 1215524)	BY ME BY ME
(V)	242°04'45" 7.36 151°23" 3.39	RH D18xW FD (DP 1215524) RH D18xW FD (DP 1215524)	BY ME BY ME
(X)	181°16'45" 4.095 198°04'30" 5.44	RH D18xW FD (DP 1215524) RH D18xW FD (DP 1215524)	BY ME BY ME
(Y)	326°33'45" 5.34	RH D18xW FD (DP1218524)	(DP1218214)
(Z)	306°50'55" 5.675	RH D18xW FD	(DP1218229)

DP 1240602



WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION



REGISTERED

L.G.A.: BLACKTOWN  
Locality: RIVERSTONE  
Subdivision No.: 1190

PLAN OF SUBDIVISION OF LOTS 14 & 15 SEC P IN DP 712 AND LOT 131 IN DP 1218224

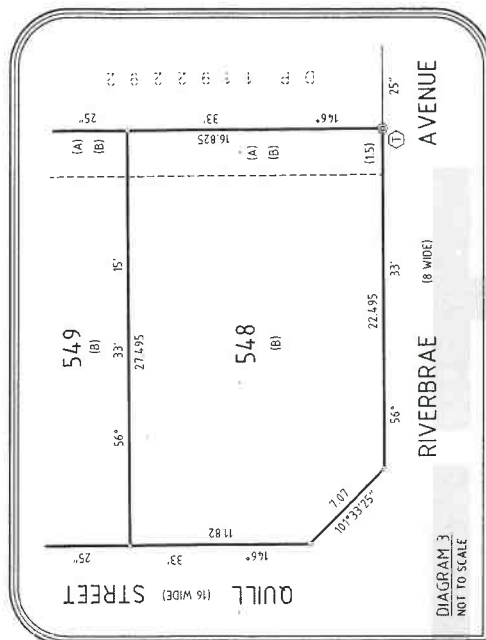
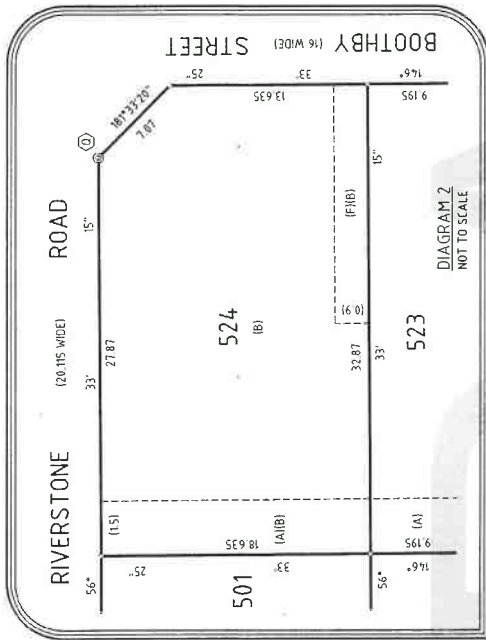
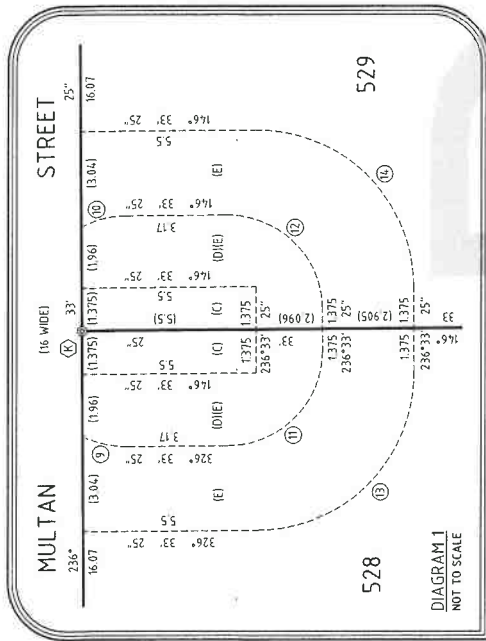
SURVEYOR: ADITYA RAJU SHANMUGAR  
Name: ADITYA RAJU SHANMUGAR  
Date of Survey: 14/11/2024  
Surveyor's Ref: 14714

DP 1240602

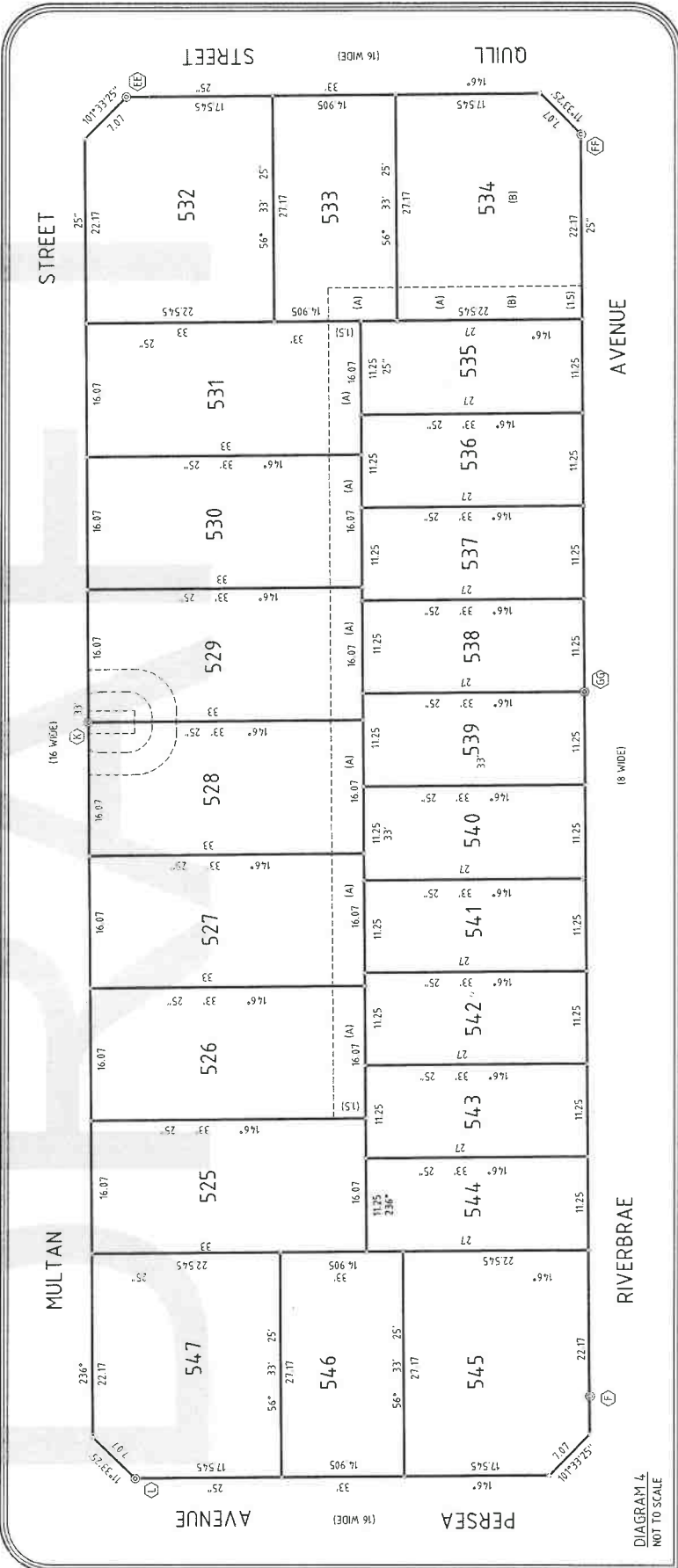
NOTE:  
ALL EASEMENTS DESIGNATED (F) ON THIS PLAN ARE 16.5' LONG UNLESS STATED OTHERWISE  
(A) EASEMENT TO DRAIN WATER (AFFECTS WHOLE OF LOT)  
(B) EASEMENT TO DRAIN WATER (AFFECTS WHOLE OF LOT)  
(F) EASEMENT FOR ACCESS, MAINTENANCE & REPAIRS 0.9' WIDE

TABLE OF CURVED LINES		
No.	CHORD	ARC
1	19.4740"	11.45
2	70.4135"	9.44
3	87.4015"	2.325
4	69.7010"	5.31
5	223.4635"	5.31
6	204.7675"	2.325
7	222.7520"	9.44
8	273.7645"	11.45

TABLE OF REFERENCE MARKS	
No.	REFERENCE
B	204.0155" 6.43 RH SSM 191898 FD (DP1218230)
C	00.0000" 00 RH PLACED
D	00.0000" 00 RH PLACED
E	00.0000" 00 RH PLACED
F	00.0000" 00 RH PLACED
G	00.0000" 00 RH PLACED
H	00.0000" 00 RH PLACED
I	00.0000" 00 RH PLACED
J	00.0000" 00 RH PLACED
K	00.0000" 00 RH PLACED
L	00.0000" 00 RH PLACED
M	00.0000" 00 RH PLACED
N	00.0000" 00 RH PLACED
O	00.0000" 00 RH PLACED
P	00.0000" 00 RH PLACED
Q	00.0000" 00 RH PLACED
R	00.0000" 00 RH PLACED
S	00.0000" 00 RH PLACED
T	00.0000" 00 RH PLACED
U	00.0000" 00 RH PLACED
V	00.0000" 00 RH PLACED
W	00.0000" 00 RH PLACED
X	00.0000" 00 RH PLACED
Y	00.0000" 00 RH PLACED
Z	00.0000" 00 RH PLACED
AA	00.0000" 00 RH PLACED
BB	00.0000" 00 RH PLACED
CC	00.0000" 00 RH PLACED
DD	00.0000" 00 RH PLACED
EE	00.0000" 00 RH PLACED
FF	00.0000" 00 RH PLACED
GG	00.0000" 00 RH PLACED



No.	CHORD	ARC	RAD
①	34.0°31'10"	1.45	1.46
②	132°25'40"	1.45	1.46
③	281°33'25"	4.245	4.71
④	191°32'25"	4.245	4.71
⑤	281°33'25"	7.07	7.855
⑥	191°33'25"	7.07	7.855



- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT TO DRAIN WATER AFFECTS WHOLE OF LOT
- (C) EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT FOR ACCESS, MAINTENANCE & REPAIRS 0.9 WIDE

SURVEYOR: Name : ADITYA RAJIV SHANAHURKAR Date of Survey : Surveyor's Ref : 14714	PLAN OF SUBDIVISION OF LOTS 16 & 15 SEC P IN DP 712 AND LOT 131 IN DP 1218224	L.G.A. : BLACKTOWN Locality : RIVERSTONE Subdivision No. : 1 700 Lengths are in metres. Reduction Ratio.	Registered DP 1240602
--	---	---	--------------------------

PLAN FORM 6 (2017)	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 7 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP 1240602</b></p>	
<p><b>PLAN OF</b> SUBDIVISION OF LOTS 14 &amp; 15 SEC P DP 712 AND LOT 131 IN DP 1218224</p>	<p>LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND</p>	
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, <u>ADITYA RAJIV SHAHAPURKAR</u> of <u>NORTH WESTERN SURVEYS PTY. LIMITED</u> a surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on:....., or</p> <p><del>*(b) The part of the land shown in the plan(*being*excluding**.....)</del> <del>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 on this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p>	<p style="text-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>Datum Line: <u>X - Y</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is <del>*Level Undulating / *Steep Mountainous</del></p> <p>Signature: .....Dated: .....</p> <p>Surveyor Identification No: <u>8854</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>* Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....</p> <p>* Strike through if inapplicable.</p>	
<p><b>Plans used in the preparation of survey/compilation</b></p> <p>DP 712 DP 1182446 DP 1192292 DP 1215524 DP1211332 DP 1218224 DP 1242043 DP 1218230</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</p> <ul style="list-style-type: none"> <li>- EXTENSION &amp; WIDENING OF RIVERBRAE AVENUE</li> <li>- EXTENSION OF MULTAN STREET 16 WIDE</li> <li>- EXTENSION OF QUILL STREET 16 WIDE</li> <li>- BOOTHBY STREET 16 WIDE</li> </ul> <p>TO THE PUBLIC AS PUBLIC ROAD</p>	
<p>Surveyor's Reference: 14774</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	



Office Use Only

Office Use Only

Registered :

DP 1240602

PLAN OF SUBDIVISION OF LOTS 14 & 15  
SEC P IN DP 712 AND LOT 131  
IN DP 1218224

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.

Subdivision Certificate No : .....

Date of Endorsement : .....

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919, AS AMENDED,

A IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER (AFFECTS WHOLE OF LOT) (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND (STORMWATER DETENTION)
7. POSITIVE COVENANT (STORMWATER DETENTION)
8. RESTRICTION ON THE USE OF LAND (STORMWATER QUALITY)
9. POSITIVE COVENANT (STORMWATER QUALITY)
10. RESTRICTION ON THE USE OF LAND (DEVELOPMENT)
11. RESTRICTION ON THE USE OF LAND (BUILDING)
12. RESTRICTION ON THE USE OF LAND (SALINITY)
13. RESTRICTION ON THE USE OF LAND (FILLED LOTS)
14. RESTRICTION ON THE USE OF LAND (HERITAGE)
15. POSITIVE COVENANT (HERITAGE)
16. EASEMENT FOR ACCESS, MAINTENANCE & REPAIRS 0.9 WIDE (F)
17. RESTRICTION ON THE USE OF LAND (ZERO LOT)
18. RESTRICTION ON THE USE OF LAND (FENCING)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14774



Office Use Only

Office Use Only

Registered :

DP 1240602

**PLAN OF SUBDIVISION OF LOTS 14 & 15  
SEC P IN DP 712 AND LOT 131  
IN DP 1218224**

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.

Subdivision Certificate No : .....

Date of Endorsement : .....

TABLE OF STREET ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
501	-	-	-	RIVERSTONE
502	-			RIVERSTONE
503	-			RIVERSTONE
504	-			RIVERSTONE
505	-			RIVERSTONE
506	-			RIVERSTONE
507	-			RIVERSTONE
508	-			RIVERSTONE
509	-			RIVERSTONE
510	-			RIVERSTONE
511	-			RIVERSTONE
512	-			RIVERSTONE
513	-			RIVERSTONE
514	-			RIVERSTONE
515	-			RIVERSTONE
516	-			RIVERSTONE
517	-			RIVERSTONE
518	-			RIVERSTONE
519	-			RIVERSTONE
520	-			RIVERSTONE
521	-			RIVERSTONE
522	-			RIVERSTONE
523	-			RIVERSTONE
524	-			RIVERSTONE
525	-			RIVERSTONE
526	-			RIVERSTONE
527	-			RIVERSTONE
528	-			RIVERSTONE
529	-			RIVERSTONE
530	-			RIVERSTONE
531	-			RIVERSTONE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered :

DP 1240602

PLAN OF SUBDIVISION OF LOTS 14 & 15  
SEC P IN DP 712 AND LOT 131  
IN DP 1218224

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.

Subdivision Certificate No : .....

Date of Endorsement : .....

TABLE OF STREET ADDRESSES (CONT.)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
532	-	-	-	RIVERSTONE
533	-			RIVERSTONE
534	-			RIVERSTONE
535	-			RIVERSTONE
536	-			RIVERSTONE
537	-			RIVERSTONE
538	-			RIVERSTONE
539	-			RIVERSTONE
540	-			RIVERSTONE
541	-			RIVERSTONE
542	-			RIVERSTONE
543	-			RIVERSTONE
544	-			RIVERSTONE
545	-			RIVERSTONE
546	-			RIVERSTONE
547	-			RIVERSTONE
548	-			RIVERSTONE
549	-			RIVERSTONE
550	-			RIVERSTONE
551	-			RIVERSTONE
552	-			RIVERSTONE
553	-			RIVERSTONE
554	-			RIVERSTONE
555	-			RIVERSTONE
556	-			RIVERSTONE
557	-			RIVERSTONE
558	-			RIVERSTONE
559	-			RIVERSTONE
560	-			RIVERSTONE
561	-			RIVERSTONE
562	-			RIVERSTONE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered :

DP 1240602

**PLAN OF SUBDIVISION OF LOTS 14 & 15  
SEC P IN DP 712 AND LOT 131  
IN DP 1218224**

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.

Subdivision Certificate No : .....

Date of Endorsement : .....

TABLE OF STREET ADDRESSES (CONT.)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
563	-	-	-	RIVERSTONE
564	-			RIVERSTONE
565	-			RIVERSTONE
566	-			RIVERSTONE
567	-			RIVERSTONE
568	-			RIVERSTONE
569	-			RIVERSTONE
570	-			RIVERSTONE
571	-			RIVERSTONE
572	-			RIVERSTONE
573	-			RIVERSTONE
574	-			RIVERSTONE
575	-			RIVERSTONE
576	-			RIVERSTONE
577	-			RIVERSTONE
578	-			RIVERSTONE
579	-			RIVERSTONE
580	-			RIVERSTONE
581	-			RIVERSTONE
582	-			RIVERSTONE
583	-			RIVERSTONE
584	-			RIVERSTONE

If space is insufficient use additional annexure sheet

Office Use Only	Office Use Only
<b>Registered :</b>	<b>DP 1240602</b>
<b>PLAN OF SUBDIVISION OF LOTS 14 &amp; 15 SEC P IN DP 712 AND LOT 131 IN DP 1218224</b>	
Subdivision Certificate No : .....	<p>This sheet is for the provision of the following information as required;</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Date of Endorsement : .....	

**SIGNATURES AND SEALS**

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW  
BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR  
BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: QARTABA HOMES PTY LTD ACN 147 630 948  
AUTHORITY : SECTION 127 CORPORATIONS ACT 2001

.....  
SIGNATURE OF AUTHORISED PERSON:

.....  
SIGNATURE OF AUTHORISED PERSON:

.....  
NAME OF AUTHORISED PERSON:

.....  
NAME OF AUTHORISED PERSON:

OFFICE HELD: .....

OFFICE HELD: .....

If space is insufficient use additional annexure sheet



Office Use Only

Office Use Only

Registered :

DP 1240602

PLAN OF SUBDIVISION OF LOTS 14 & 15  
SEC P IN DP 712 AND LOT 131  
IN DP 1218224

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.

Subdivision Certificate No : .....

Date of Endorsement : .....

RE : LOTS 14 & 15 SEC P DP 712MORTGAGEE (AK 622059), (AM 993342) & (AM 955443)

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW  
BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR  
BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: CENTAUR PROPERTY HOLDINGS PTY LTD ACN 165 705 662  
AUTHORITY : SECTION 127 CORPORATIONS ACT 2001

.....  
SIGNATURE OF AUTHORISED PERSON:.....  
SIGNATURE OF AUTHORISED PERSON:.....  
NAME OF AUTHORISED PERSON:.....  
NAME OF AUTHORISED PERSON:

OFFICE HELD: .....

OFFICE HELD: .....

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

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

QARTABA HOMES PTY LTD.  
ACN 147 630 948  
Suite 3, 63-65 Garfield Road,  
Riverstone NSW 2765

**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 or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Water 1.5 Wide (A)	524 523 522 521 520 519 518 517 516 515  548 549 550 551 552 553 554 555 556 557 558 559 560 561 562	523-514 Inclusive 522-514 Inclusive 521-514 Inclusive 520-514 Inclusive 519-514 Inclusive 518-514 Inclusive 517-514 Inclusive 516-514 Inclusive 515 & 514 514  549-563 Inclusive 550-563 Inclusive 551-563 Inclusive 552-563 Inclusive 553-563 Inclusive 554-563 Inclusive 555-563 Inclusive 556-563 Inclusive 557-563 Inclusive 558-563 Inclusive 559-563 Inclusive 560-563 Inclusive 561, 562 & 563 562 & 563 563

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

(Sheet 2 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

...	Easement to Drain Water 1.5 Wide  (A)	564 565 571 570  583 582 576 577  534 533 531 530 529 528 527 526	565,571,570 & 569 571,570 & 569 570 & 569 569  582,576,577 & 578 576,577 & 578 577 & 578 578  533 & 531-525 Inclusive 531-525 Inclusive 530-525 Inclusive 529-525 Inclusive 528-525 Inclusive 527-525 Inclusive 526 & 525 525
2.	Easement to Drain Water (Affects Whole of Lot)  (B)	524,534,548 & 549	Blacktown City Council
3.	Easement for Padmount Substation 5.5 Wide  (C)	528 & 529	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land  (D)	528 & 529	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land  (E)	528 & 529	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction On The Use Of Land (Stormwater Detention)	524,534,548 & 549	Blacktown City Council
7.	Positive Covenant (Stormwater Detention)	524,534,548 & 549	Blacktown City Council
8.	Restriction On The Use Of Land (Stormwater Quality)	524,534,548 & 549	Blacktown City Council
9.	Positive Covenant (Stormwater Quality)	524,534,548 & 549	Blacktown City Council

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

(Sheet 3 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

10.	Restriction On The Use Of Land (Development)	524,534,548 & 549	Blacktown City Council
11.	Restriction On The Use Of Land (Building)	501- 583 Inclusive	Every Other Lot
12.	Restriction On The Use Of Land (Salinity)	501- 583 Inclusive	Blacktown City Council
13.	Restriction On The Use Of Land (Filled Lots)	501- 583 Inclusive	Blacktown City Council
14.	Restriction On The Use Of Land (Heritage)	584	Blacktown City Council
15.	Positive Covenant (Heritage)	584	Blacktown City Council
16.	Easement for Access, Maintenance & Repairs 0.9 Wide (F)	501 502 503 504  524 523 522 521  570 577	502 503 504 505  523 522 521 520  571 576
17.	Restriction On The Use Of Land (Zero Lot)	501- 583 Inclusive	Blacktown City Council
18.	Restriction On The Use Of Land (Fencing)	568,569,578,579 & 584	Blacktown City Council



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

---

(Sheet 4 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**Part 2 (Terms)**

**TERMS OF EASEMENT NUMBERED 1. IN THE ABOVEMENTIONED PLAN**

Terms of Easement to Drain Water pursuant to Part 3 Schedule 8 of the Conveyancing Act 1919.

**TERMS OF EASEMENT NUMBERED 2. IN THE ABOVEMENTIONED PLAN**

Terms of Easement to Drain Water pursuant to Part 3 Schedule 4A of the Conveyancing Act 1919.

**TERMS OF EASEMENT NUMBERED 3. IN THE ABOVEMENTIONED PLAN**

The terms set out in Memorandum Number AK104621 are incorporated into this document subject to the replacement of the words "Endeavour Energy" with "Epsilon Distribution Ministerial Holding Corporation".

**TERMS OF RESTRICTION NUMBERED 4. IN THE ABOVEMENTIONED PLAN**

**1.0 Definitions**

- 1.1 120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect** includes construct, install, build and maintain.
- 1.4 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**2.0 No building shall be erected or permitted to remain within the restriction site unless:**

- 2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3** the owner provides the prescribed authority with an engineer's certificate to this effect.

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

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

- 4.1** Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding

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

---

(Sheet 5 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

**TERMS OF RESTRICTION NUMBERED 5. IN THE ABOVEMENTIONED PLAN**

**1.0 Definitions**

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

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

**3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System**

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

**TERMS OF RESTRICTION NUMBERED 6. IN THE ABOVEMENTIONED PLAN**

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

- (a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the system

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

---

(Sheet 6 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

- (c) 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 stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by **Barker Ryan Stewart** as Construction Certificate No. **SY180047C01** dated **19/02/2018**, 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-16-04459**.

**TERMS OF POSITIVE COVENANT NUMBERED 7. IN THE ABOVEMENTIONED PLAN**

1. The registered proprietors covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) 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" as prepared by **North Western Surveys Pty Ltd**. A copy of the "On-Site Detention Maintenance Schedule" is held on Council File No. **CC-16-04459** and 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 the 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 the 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(d) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction :
    1. 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, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

---

(Sheet 7 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

- II. Legal costs on an indemnity basis for issues of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by **Barker Ryan Stewart** as Construction Certificate No. **SY180047C01** dated **19/02/2018**. A copy of this Construction Certificate is held on Council File No. **CC-16-04459** 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.

**TERMS OF RESTRICTION NUMBERED 8. IN THE ABOVEMENTIONED PLAN**

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

- I. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
- II. Make or permit or suffer the making of any alterations or additions to the device.
- III. 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 or 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 (**Detention Basin and Bio-Retention System**) stormwater quality control device(s) constructed and/or installed on the land as detailed on the plans approved by **Barker Ryan Stewart** as Construction Certificate No. **SY180047C01** on **19/02/2018**, 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(s).

A copy of this Construction Certificate is held on Council File No. **CC-16-04459**.

**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 Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:
  - a) Keep the device clean and free from silt, rubbish and debris.
  - b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by **North Western Surveys Pty Ltd**,



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

---

(Sheet 8 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

- a copy of which is held on Council File No. **CC-16-04459**. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
- c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
  - d) Notify Council in writing after each programmed maintenance inspection.
  - e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
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, reasonably 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 device" means the **(Detention Basin and Bio-Retention System)** stormwater quality control device(s) constructed and/or installed on the land as detailed on the plans approved by **Barker Ryan Stewart** as Construction Certificate No. **SY180047C01** on **19/02/2018**, 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(s).

A copy of this Construction Certificate is held on Council File No. **CC-16-04459**.

**TERMS OF RESTRICTION(S) NUMBERED 10. IN THE ABOVEMENTIONED PLAN**

No further development of the part of the nominated lot burdened can take place without Development Consent being obtained from Council. Such consent will not be issued until the completion of the downstream drainage works (i.e. the intended permanent regional stormwater basin).

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

---

(Sheet 9 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

Further development will only be considered when the lot is no longer required for temporary drainage purposes.

**TERMS OF RESTRICTION NUMBERED 11. IN THE ABOVEMENTIONED PLAN**

- A. No building shall be constructed on any Lot burdened unless:
  - I. The external walls are predominantly constructed of brick or stone or have a rendered finish, or consist of external cladding systems as the Harditex Lightweight Cladding System is installed to the manufacturer's recommendations and utilises approved coatings and applicators for so long as **Qartaba Homes Pty Ltd** remain the Registered Proprietors of any lot in the abovenamed plan.
  - II. The roof is of cement or terra-cotta tiles, slate, shingles or Colorbond steel decking or other such non- reflective material.
  - III. No driveways shall be constructed on any lot burdened of any materials other than stencilled or patterned concrete, segmented pavers or plain concrete.
- B. No dwelling shall be constructed on any lot burdened having an overall living area measured to the external face of the building of less than 200 square metres including garages, carports, verandahs and patios.
- C. No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling created on the lot.
- D. No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.
- E. No motor lorry, motor omnibus or caravan shall be regularly parked on any lot burdened unless it is wholly contained within a garage built in compliance with this instrument.
- F. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed Registered Proprietors without the consent of the above named Registered Proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed Registered Proprietors provided that this restriction shall remain in force only during such time as the abovenamed Registered Proprietors are the Registered Proprietors of any land in the abovenamed plan and shall bind the adjoining owners of such land successive owners and assigns of each lot burdened.
- G. No building shall be erected or permitted to remain erected on each lot burdened to be used for any other purpose than for residential purposes.
- H. No fence shall be constructed on the boundaries between any lot burdened, road, path or reserve unless constructed of Colorbond steel Harvest colour panels with Bluestone rails and posts at a height of 1.8 metres or of other materials approved in writing by Qartaba Homes Pty Ltd
- I. No relocatable or demountable building shall be erected or permitted to remain erected on each lot burdened.

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

---

(Sheet 10 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

For the purpose of restrictions:

"Motor Lorry" means any motor vehicle with a tare weight greater than 4 tons which is constructed principally for the conveyancing of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever other than the conveyance of persons.

"Motor Omnibus" means any motor car with a tare weight greater than 4 tons fitted or equipped or constructed so as to seat more than 8 adult persons and in respect of which payment is received for the conveyance of any passengers along a public street.

**TERMS OF RESTRICTION NUMBERED 12. IN THE ABOVEMENTIONED PLAN**

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the salinity recommendations from **Geotest Services Pty Ltd** Salinity report \_\_\_\_\_, dated \_\_\_\_\_ and complying with the requirements of Blacktown City Council.

A copy of this report is held at Council Ref. **DA-16-04459**.

**TERMS OF RESTRICTION NUMBERED 13. IN THE ABOVEMENTIONED 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 Blacktown City Council.

**TERMS OF RESTRICTION NUMBERED 14. IN THE ABOVEMENTIONED PLAN**

No further development of the lot burdened shall 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, the payment of Section 94 Contributions and works associated with the Local Heritage Item "Warrawong". The payment of section 94 contributions may be also be imposed.

**TERMS OF POSITIVE COVENANT NUMBERED 15. IN THE ABOVEMENTIONED PLAN**

The registered proprietor(s) covenant that Warrawong House will continue to be maintained, in perpetuity, in a manner appropriate to conserve its heritage significance.

**TERMS OF EASEMENT NUMBERED 16. IN THE ABOVEMENTIONED PLAN**

Terms of Easement for Access, Maintenance and Repair pursuant to Part 5 Schedule 8 of the Conveyancing Act 1919.

**TERMS OF RESTRICTION NUMBERED 17. IN THE ABOVEMENTIONED PLAN**

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

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

---

(Sheet 11 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**TERMS OF RESTRICTION NUMBERED 18. IN THE ABOVEMENTIONED PLAN**

A hardwood style fence shall be provided and maintained along the side boundary of Lot 584, common with Lots 568, 569, 578 and Lot 579. This fence shall be maintained in perpetuity with only the identified and approved materials. Colourbond fencing is not acceptable.

**BLACKTOWN CITY COUNCIL IS THE AUTHORITY AUTHORISED TO VARY, RELEASE OR MODIFY THE FOLLOWING EASEMENTS, RESTRICTIONS AND POSITIVE COVENANTS IN THE ABOVEMENTIONED PLAN:**

Easements numbered: 1, 2 & 16

Restrictions numbered: 6, 8, 10, 12, 13, 14, 17 & 18

Positive Covenant numbered: 7, 9 & 15

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT NUMBERED 3. AND THE RESTRICTIONS NUMBERED 4. & 5. IN THE ABOVEMENTIONED PLAN.**

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION NUMBERED 11 IN THE ABOVEMENTIONED PLAN.**

QARTABA HOMES PTY LIMITED ACN 147 630 948 of Level 1, Suite 3 Garfield Road (East), Riverstone NSW 2765, for such period as they are the Registered Proprietor of any of the lots in the abovementioned plan or for the period of three years from the date of registration of the abovementioned plan as a deposited plan whichever is the later.



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

---

(Sheet 12 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**SIGNATURES AND SEALS**

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

Corporation: **QARTABA HOMES PTY LTD A.C.N: 147 630 948**  
Authority: Section 127 Corporations Act 2001

.....  
Signature of authorised person:

.....  
Signature of authorised person:

.....  
Name of authorised person:  
Office held:

.....  
Name of authorised person:  
Office held:

Signed in my presence for and on behalf of **QARTABA HOMES PTY LTD**  
**ACN 147 630 948** under the Power of Attorney dated 6 July 2017  
registered Book 4728 No. 648 by its Attorney:

.....  
(Signature of Attorney)

.....  
Full name of Attorney

.....  
Title of Attorney

who are personally known to me and whom declare that they have  
received no notice of revocation of the Power of Attorney under which this  
document is signed

.....  
(Signature of witness)

.....  
Full name of witness

.....  
Address of witness

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

---

(Sheet 13 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**Re: LOTS 14 & 15 SECTION P DP 712**

**MORTGAGEE: (AM993342), (AK622059) AND (AM955443)**

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

Corporation: **CENTAUR PROPERTY HOLDINGS PTY LTD A.C.N: 165 705 662**  
Authority: Section 127 Corporations Act 2001

.....  
Signature of authorised person:

.....  
Signature of authorised person:

.....  
Name of authorised person:  
Office held:

.....  
Name of authorised person:  
Office held:

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

---

(Sheet 14 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878**

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

Signature of attorney:

\_\_\_\_\_  
Name of witness:

\_\_\_\_\_  
Name and position of attorney:  
Simon Lawton  
Strategic Property Manager

Address of witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Power of attorney:  
Book 4754 No 482

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

Endeavour Energy reference:

\_\_\_\_\_  
Date of signature:  
\_\_\_\_\_

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

---

(Sheet 15 of 15 sheets)

**Plan: DP1240602**

Plan of Subdivision of Lots 14 & 15 Section P  
DP 712 and Lot 131 DP 1218224

Covered by Subdivision Certificate

No..... dated.....

**COUNCIL**

.....  
**Date**

**Blacktown City Council** by its authorised delegate pursuant to S.377 local Government Act 1993

.....  
Name: (authorised officer)

.....  
Position Held: (authorised officer)

.....  
Signature: (authorised officer)

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

.....  
Name: (eligible witness)

.....  
Occupation/Position Held: (eligible witness)

.....  
Address: (eligible witness)

.....  
Signature: (eligible witness)