

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Macland Victoria Pty Ltd</b> Suite 702, Level 7, 5 Rider Boulevard Rhodes NSW 2138	Phone 02 9736 2888 Fax 02 9736 2681 Contact Leo Jia
vendor	<b>372 South Holdings Pty Limited ACN 611 763 725</b> c/- Level 15, 1 O'Connell Street, Sydney NSW 2000	
vendor's solicitor	<b>Sparke Helmore</b> Level 29, MLC Centre, 19 Martin Place, Sydney NSW 2000 DX 282 Sydney	Phone +61 2 9373 1460 Fax +61 2 9373 3599 Ref Samantha Galeano Email samantha.galeano@sparke.com.au
date for completion	<b>See clause 50.1</b>	
land (Address, plan details and title reference)	<b>Lot</b> , <b>Street, Marsden Park</b> <b>BEING Lot</b> in Deposited Plan 1224267	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:	

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

inclusions	<b>None</b>	
exclusions		
purchaser		
guarantor		
purchaser's solicitor		Phone Fax Ref Email
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)
buyer's agent	Not Applicable	

**See execution page**

**vendor**

**See execution page**

**witness**

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

**See execution page**

**purchaser**

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

**See execution page**

**witness**

**Choices**

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes  
**proposed electronic transaction** (clause 30) ☐ NO ☐ yes

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

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

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

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

Purchaser must make an RW payment (residential withholding payment) ☐ NO ☒ YES (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**RW payment (resident withholding payment) – further details**

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

Supplier's name: **372 South Holdings Pty Limited ACN 611 763 725**

Supplier's ABN: **Not applicable**

Supplier's business address: **c/- Level 15, 1 O'Connell Street, Sydney NSW 2000**

Supplier's email address: [accounts@3377dev.com.au](mailto:accounts@3377dev.com.au)

Supplier's phone number: **02 8068 0156**

Supplier's proportion of RW payment: \$

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

Amount purchaser must pay – price multiplied by the RW rate (residential withholding rate): **\$ (1/7<sup>th</sup>)**

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

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" 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</li> <li><input type="checkbox"/> 11 planning agreement</li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 16 other document relevant to tenancies</li> <li><input type="checkbox"/> 17 licence benefiting the land</li> <li><input type="checkbox"/> 18 old system document</li> <li><input type="checkbox"/> 19 Crown purchase statement of account</li> <li><input type="checkbox"/> 20 building management statement</li> <li><input checked="" type="checkbox"/> 21 form of requisitions</li> <li><input type="checkbox"/> 22 <i>clearance certificate</i></li> <li><input checked="" type="checkbox"/> 23 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 insurance certificate</li> <li><input type="checkbox"/> 25 brochure or warning</li> <li><input type="checkbox"/> 26 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 27 certificate of compliance</li> <li><input type="checkbox"/> 28 evidence of registration</li> <li><input type="checkbox"/> 29 relevant occupation certificate</li> <li><input type="checkbox"/> 30 certificate of non-compliance</li> <li><input type="checkbox"/> 31 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 32 property certificate for strata common property</li> <li><input type="checkbox"/> 33 plan creating strata common property</li> <li><input type="checkbox"/> 34 strata by-laws</li> <li><input type="checkbox"/> 35 strata development contract or statement</li> <li><input type="checkbox"/> 36 strata management statement</li> <li><input type="checkbox"/> 37 strata renewal proposal</li> <li><input type="checkbox"/> 38 strata renewal plan</li> <li><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 40 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 41 plan creating neighbourhood property</li> <li><input type="checkbox"/> 42 neighbourhood development contract</li> <li><input type="checkbox"/> 43 neighbourhood management statement</li> <li><input type="checkbox"/> 44 property certificate for precinct property</li> <li><input type="checkbox"/> 45 plan creating precinct property</li> <li><input type="checkbox"/> 46 precinct development contract</li> <li><input type="checkbox"/> 47 precinct management statement</li> <li><input type="checkbox"/> 48 property certificate for community property</li> <li><input type="checkbox"/> 49 plan creating community property</li> <li><input type="checkbox"/> 50 community development contract</li> <li><input type="checkbox"/> 51 community management statement</li> <li><input type="checkbox"/> 52 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 54 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 55 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 57 document relevant to off-the-plan sale</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 58</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**  
 Not Applicable

## Execution Page

### Executed as a Deed

Signed, sealed and delivered by )  
 )  
 )

in the presence of:

.....  
 Signature of Witness

.....  
 Signature

.....  
 Print name of Witness

.....

.....  
 Address of Witness

Signed, sealed and delivered by )  
 )  
 in the presence of: )

.....  
 Signature of Witness

.....  
 Signature

.....  
 Print name of Witness

.....

.....  
 Address of Witness

Signed, sealed and delivered by )  
 )  
 in the presence of: )

.....  
 Signature of Witness

.....  
 Signature

.....  
 Print name of Witness

.....

.....  
 Address of Witness

Executed by «Purchaser\_1\_Name» in )  
 accordance with section 127 of the )  
*Corporations Act 2001* (Cth) by: )  
 )

.....  
 Signature of Director

.....  
 Signature of Director/Secretary

.....  
 Print name of Director

.....  
 Print name of Director/Secretary

**Signed, sealed and delivered** for and on )  
 behalf of )  
 by its attorney under a Power of Attorney )  
 and the Attorney declares that the )  
 Attorney has not received notice of the )  
 revocation of such Power of Attorney in )  
 the presence of: )

Power of Attorney  
 Dated:  
 Book:  
 No.:

.....  
 Signature of Witness

.....  
 Signature of Attorney

.....  
 Print name of Witness

.....  
 Print name of Attorney

**Guarantor:**

**Signed, sealed and delivered by** )

)

)

in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
Print name of Witness

.....

.....  
Address of Witness

**Vendor:**

<b>Signed, sealed and delivered</b> for and on	)	Power of Attorney
behalf of <b>372 South Holdings Pty</b>	)	Dated: 12 April 2016
<b>Limited ACN 611 763 725</b> by its attorney	)	Book: 4705
under a Power of Attorney and the	)	No.: 271
Attorney declares that the Attorney has	)	
not received notice of the revocation of	)	
such Power of Attorney in the presence of:	)	

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Print name of Witness

.....  
Print name of Attorney

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works Advisory  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
Subsidence Advisory NSW  
Telecommunications  
Transport for NSW  
Water, sewerage or drainage authority

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**• Place for completion**

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

**17 Possession**

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

**18 Possession before completion**

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



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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

**23 Strata or community title**• **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## **26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## **27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

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

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

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

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

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

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

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

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

372 SOUTH STREET MARSDEN PARK NSW 2765



## **ANNEXURE TO THE CONTRACT FOR SALE OF LAND**

**Land: 372 South Street, Marsden Park**

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### **32 Conditions to prevail**

The parties agree that in the case of any inconsistency the terms and conditions from clause 33 onwards will prevail.

### **33 Amendments**

The terms of clauses 1 to 31 are amended as follows:

- (a) Clause 1 definition of "deposit-bond" is amended by including at the end the words "and otherwise issued or underwritten by a bank or other AAA rated institution)";
- (b) Clause 1 definition of "rescind" is deleted and replaced with "rescind this contract with effect from the date of service of a rescission notice";
- (c) Clause 1 definition of "terminate" is deleted and replaced with "terminate this contract with effect from the date of service of a termination notice";
- (d) Clause 2.9 insert at the end of this clause "if this contract is completed, and otherwise to the party entitled to the deposit";
- (e) Clause 3.2 is amended by including at the end of this clause " and any deposit-bond must not have an expiry date which is less than 30 days after the date of completion";
- (f) Clause 3.5 is amended by deleting the second sentence and clauses 3.5.1 and 3.5.2;
- (g) Clause 5 is amended by including at the end of the clause "and the Purchaser must not raise any other form of requisitions";
- (h) Clause 5.2 is deleted entirely;
- (i) Clause 7 delete clause 7.1.1 and in clause 7.2.4 delete the words "and the costs of the Purchaser";
- (j) Clause 8 delete the words "on reasonable grounds" in the first line of clause 8.1.1 and delete the words "and those grounds" in the first line of clause 8.1.2;
- (k) Clause 8.2.2 is deleted entirely;
- (l) Clause 13.13 is deleted entirely;
- (m) Clause 14.4.2 delete and replace with "by adjusting the amount actually payable by the vendor";
- (n) Clause 16.5 delete the words " , plus another 20% of that fee";
- (o) Clause 16.8 add the words "which is a bank cheque" to the end of the clause;

- (p) Clause 19 insert the following additional clause:  
 "19.3 Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 is the remedy prescribed by that regulation";
- (q) Clause 21.4 in the second line delete the words "the month" and in lieu insert "that month";
- (r) Clause 23.14 delete entirely;
- (s) Clause 23.17.2 delete entirely;
- (t) Clause 23.18 insert the following additional clause:  
 "On completion the Purchaser must pay Vendor the prescribed fee for certificate issued under 23.13."
- (u) Clause 24 is deleted entirely;
- (v) Clause 25.1.1 delete the word "limited";
- (w) Clause 28 and 29 are deleted entirely;
- (x) Clause 31.2 is amended by including at the start the words "Subject to clause 31.5";
- (y) Clause 31.2.1 is amended by replacing the words "date for completion" with "date of Completion"; and
- (z) Clause 31.4 is amended by replacing "7 days" with "2 business days".

## 34 Definitions and Interpretation

### 34.1 Definitions

In this contract, unless the context requires otherwise:

**Action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

**Building Certificate** means a building certificate issued under s 317A of the *Local Government Act 1919*, s 317AE of the *Local Government Act 1919*, s 172 of the *Local Government Act 1993* or s 149D of the *Environmental Planning and Assessment Act 1979* (as amended).

**Completion Date** means the date referred to in clause 50.

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the land:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded; or
- (d) not comply with any Environmental Law.

**Contamination** means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required.

**DA Sunset Date** means the **31 December 2016**.

**Depositholder** means **Sparke Helmore Lawyers**.

**Development Application** means an application in accordance with the *Environmental Planning and Assessment Act 1979* in relation to the Subdivision.

**Development Consent** means development consent under Part 4 of the *Environmental Planning and Assessment Act 1979* in relation to the Development Application.

**Discharge** means a registrable discharge, surrender or withdrawal of an Encumbrance.

**Disclosure Material** means all documents attached to this contract and any documents provided to the Purchaser in connection with the Land.

**Draft Subdivision Plan** means the plan annexed to this contract as Annexure A.

**Easement** means easements, restrictions on use, rights and positive covenants benefiting or burdening the Parent Lot or any part(s) of it.

**Encumbrance** means a mortgage, charge or a caveat protecting an interest under any mortgage, loan agreement, or other security arrangement.

**Environment** has the same meaning as under the *Protection of the Environment Administration Act 1991*.

**Environmental Law** means any law, regulation, ordinance or directive in connection with the Environment.

**GST** has the meaning it does in section 195-1 of the *GST Act*.

**GST Act** means *A New Tax System (Goods & Services Tax) Act 1999* (Commonwealth).

**Guarantor** means the party or parties identified as such on page 1 of this contract, both jointly and severally.

**Occupation Certificate** means an original or copy of an occupation certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (being an interim occupation certificate or a final occupation certificate) in relation to the Land.

**Parent Lot** means **43/262886**.

**Registration Sunset Date** means **30 June 2019**.

**Subdivision** means the subdividing of the Parent Lot in line with the Draft Subdivision Plan.

**Supply** has the same meaning it does in section 9-10 of the *GST Act* and excludes any GST-free supplies and input taxed supplies as those terms are defined in section 195-1 of the *GST Act*.

**Survey Report** means a report certificate prepared by a surveyor for the Land and includes an identification survey, architectural survey or other survey of the Land.

**Vendor** means the Vendor as described in the cover page to this contract or, in substitution, the party to which this contract has been assigned or novated.

**Vendor's Project Manager** means the project manager for the Subdivision appointed by the Vendor from time-to-time.

#### 34.2 *Interpretation*

In this contract unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this contract;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) **person** includes a natural person and any body or entity whether incorporated or not;
- (f) **month** means calendar month and **year** means 12 months;
- (g) **in writing** includes any communication sent by letter, facsimile transmission or email;
- (h) **including** and similar expressions are not words of limitation;
- (i) money amounts are stated in Australian currency unless otherwise specified; and
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body.

### 35 Investment of deposit

#### 35.1 *Direction*

The parties direct the Depositholder to invest the deposit.

#### 35.2 *Investment of deposit*

In addition to the provisions of clause 2, the parties agree that:

- (a) the deposit will be invested or reinvested in an interest bearing account at call with an Australian trading bank nominated by the Vendor from time to time;
- (b) any cheque for the deposit may be drawn payable to the Australian trading bank nominated by the Vendor under clause 35.2(a); and
- (c) the parties must promptly give such directions and do such things (including the provision of tax file numbers) as may be necessary to facilitate and give effect to the provisions of clause 2 and this clause 35.

#### 35.3 *No Tax details provided*

If the Purchaser fails to provide their tax file number or a correct tax file number then all interest earned on the deposit shall be payable to the Vendor.

### 35.4 *Interest*

- (a) Subject to clause 35.3, if this contract is completed, then the Vendor and the Purchaser are entitled to the interest earned on the deposit in equal shares.
- (b) If the Vendor terminates this contract because of the Purchaser's default, then the Vendor is entitled to all interest earned on the deposit.
- (c) If the Purchaser terminates this contract because of the Vendor's default or if this contract is rescinded, then the Purchaser is entitled to all interest earned on the deposit.
- (d) Bank charges and other similar charges and expenses are to be deducted from the total amount of interest before the interest is paid under this additional condition.

## 36 Payment of deposit and Bank Guarantee

### 36.1 *Payment of Deposit*

Notwithstanding anything to the contrary in this contract, the parties agree that the deposit may be paid by the Purchaser as follows:

- (a) **\$5,000** on the date of this contract; and
- (b) the balance **within 14 days** from the date of this contract, time being of the essence.

### 36.2 *Manner of Providing and Appropriating*

- (a) Subject to clauses 36.2(b) and 36.2(c), the delivery to the Depositholder of the Bank Guarantee when the deposit is to be paid, to the extent of the amount guaranteed under the Bank Guarantee, is deemed for the purposes of this contract to be payment of the deposit (or part) in accordance with the provisions of clause 2 of the contract.
- (b) The Purchaser must pay the amount stipulated in the Bank Guarantee to the Vendor by unendorsed bank cheque on Completion or at such other time when the deposit is to be accounted for to the Vendor. Upon this taking place the Vendor must return the Bank Guarantee to the Purchaser.
- (c) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Bank Guarantee from the Bank Guarantee, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has not been paid).
- (d) At any time that the Vendor would otherwise have been entitled to keep or recover the deposit under this contract, the Vendor may call upon the Bank Guarantee without notice to the Purchaser.
- (e) In the event Completion has not occurred before 3 months prior to the expiry date of the Bank Guarantee (time being of the essence), the Purchaser must no later than 1 month prior to the expiry of the Bank Guarantee (time being of the essence) provide a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the replacement Bank Guarantee must be for a further period of not less than **12 months** from the

expiry date of the original Bank Guarantee or such other date as is nominated by the Vendor. The requirement to provide a replacement Bank Guarantee in accordance with this clause is an essential term of this contract therefore failure to provide the replacement Bank Guarantee is deemed to be a non-compliance with this contract in an essential respect for the purposes of clause 9.

- (f) Where the Purchaser fails to provide a replacement Bank Guarantee as required under clause 36.2(e), without in any way affecting the Vendors rights, the Vendor may in its absolute discretion and without notice to the Purchaser call upon the Bank Guarantee and either:
  - (i) apply such funds in compliance with clause 9; or
  - (ii) hold such funds in satisfaction for payment of the Deposit and confirm this contract.
- (g) For the purposes of this clause 36.1, **Bank Guarantee** means an unconditional bank guarantee provided by a Bank with an expiry date being the Sunset Date or later which describes as part of the purpose the Property description and otherwise on terms acceptable to the Vendor.

## 37 Guarantee and indemnity

### 37.1 *Guarantee*

The Guarantor:

- (a) guarantees to the Vendor the due and punctual payment of all money payable by the Purchaser and the due and punctual compliance by the Purchaser with all other terms and conditions to be complied with by the Purchaser under this contract; and
- (b) agrees to indemnify the Vendor against any expense, loss or damage which the Vendor may sustain in connection with any failure by the Purchaser to duly and punctually perform those obligations.

### 37.2 *Guarantors' Acknowledgement*

In respect of the guarantee and indemnity in clause 37.1 the Guarantor acknowledges and agrees that the guarantee and indemnity:

- (a) is a continuing security and irrevocable while any of the Purchaser's obligations under this contract remain unfilled;
- (b) is a primary security and the Vendor may call on the Guarantor for payment under this guarantee and indemnity even though no demand has been made on the Purchaser;
- (c) the Vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
- (d) applies to any variation of this contract without the need for obtaining the Guarantors' specific consent to that variation;
- (e) does not affect any other security which the Vendor may from time to time hold in connection with the due and punctual performance of the Purchaser's obligations under this contract the Guarantor shall not require the Vendor to

marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the Vendor or otherwise defer any of the Vendor's rights under this guarantee and indemnity or any other security; and

- (f) shall not be affected by any transfer by the Purchaser of its interests under this contract whether with or without the Vendor's consent.

### 38 Real estate agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent other than the Vendor's agent, if any, named on the front page of this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending any claim) arising out of a breach of this warranty.

### 39 FIRB

#### 39.1 *Warranty*

The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Purchaser or to this purchase.

#### 39.2 *Indemnity*

In the event of breach of the warranty in clause 39.1, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered by the Vendor in connection with that breach.

### 40 Insolvency, Death or Bankruptcy

#### 40.1 *Insolvency*

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity, if:

- (a) the Purchaser resolves to enter into liquidation or provisional liquidation;
- (b) a summons is presented for the winding-up of the Purchaser;
- (c) the Purchaser enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001*;
- (d) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the Purchaser or in respect of any asset of the Purchaser, or
- (e) an application for bankruptcy is made against the Purchaser,

then the Vendor may terminate this contract by notice in writing to the Purchaser at any time.

#### 40.2 *Death, etc. of Purchaser*

If the Purchaser (and if the Purchaser is constituted by more than one person then if any of the parties constituting the Purchaser) dies or becomes mentally incapable before Completion, then the Vendor may rescind this contract by notice in writing to the Purchaser and clause 19 will apply.

## 41 Fittings, plant and equipment

### 41.1 *Chattels*

The Purchaser acknowledges that the subject of this sale is the Land and fixtures only and does not include any fittings or chattels unless noted at page 1 of this contract as an inclusion.

### 41.2 *State of repair*

To the extent that this sale includes any fixtures, fittings or chattels, the Vendor does not warrant the state of repair or condition of any fixtures, fittings or chattels or that they are in working order. The fixtures, fittings and chattels are sold on a "*walk in, walk out*" basis and must be accepted by the Purchaser as they stand and with all defects and defaults as at the contract date.

### 41.3 *After Completion*

The Purchaser agrees that the Vendor is not liable for and releases the Vendor from liability or loss, costs, charges or expenses incurred in connection with damage, mechanical breakdown or fair wear and tear of any fixtures, fittings or chattels included in the sale which occur after the date of this contract.

### 41.4 *No formal delivery*

The Vendor need not give formal delivery of any fixtures, fittings or chattels included in the sale but must leave them on the Land on Completion.

### 41.5 *Abandoned fittings and chattels*

The parties agree that any fittings or chattels not otherwise considered by this contract remaining on the Land on Completion shall be deemed abandoned by the Vendor and all legal title shall pass to the Purchaser.

## 42 Property Matters

### 42.1 *Land sold in present condition*

- (a) Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the property and the services to the property, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the Vendor is not required to make any alteration or repair to them.
- (b) The Vendor makes no warranty to the Purchaser about the existence or otherwise of any Contamination on the property or on any adjoining property and the Purchaser has relied on its own enquiries as to the existence or the presence of any Contamination.
- (c) To the maximum extent permitted by law, the Purchaser releases the Vendor from all claims, demands, suits, judgments, costs and agrees not to make any claim or take any Action in respect of any Contamination affecting the property or any breach or non-compliance by the Vendor of any Environmental Law affecting the property.
- (d) The Purchaser agrees that from Completion it will comply with any work order, notice or order issued by any Authority requiring the Vendor or the Purchaser



to remove, remediate or clean up any Contamination affecting or emanating from the property.

#### 42.2 *No Action*

Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the Purchaser must not take any Action in respect of, or by reason of, any of the following matters:

- (a) the state of repair or condition of the Land, fixtures, fittings or chattels;
- (b) the state of repair, condition or availability of any service to or on the Land;
- (c) the presence or location of any sewer, sewer line, manhole or vent on the Land;
- (d) any patent defect to the Land; or
- (e) any Contamination or other environmental damage to the Land.

#### 42.3 *Purchaser warranties*

- (a) The Purchaser warrants with the Vendor that:
  - (i) it has inspected or has had adequate opportunity to inspect the property;
  - (ii) it has relied entirely on its own inspection of, and its own enquiries and due diligence relating to, the property, including:
    - (A) the use to which the Land may be put (including any restrictions);
    - (B) any financial return or income derived or to be derived from the Land;
    - (C) any services to the Land;
    - (D) any improvements on the Land;
    - (E) any fixtures, fittings or chattels passing with the Land; and
    - (F) all other inspections and enquiries which a prudent purchaser would make in respect of the Land;
  - (iii) it has inspected or has had adequate opportunity to inspect the Disclosure Material;
  - (iv) in entering into this contract and proceeding to Completion neither the Vendor nor any person on its behalf has made or given, nor has the Purchaser relied on any representation, warranty, promise or forecast including in any marketing material;
  - (v) the Purchaser has relied entirely on its own enquiries relating to the property;
  - (vi) no other statements or representations:
    - (A) have induced or influenced it to enter into this contract or to agree to any or all of its terms;
    - (B) have been relied on by it in any way as being accurate for those purposes; or
    - (C) have been warranted to it as being true.

- (b) The Purchaser must not take any Action in respect any matter considered by this clause.

#### 42.4 S 10.7 Certificate

- (a) The Purchaser acknowledges the Vendor's disclosure in the annexed planning certificate issued under s 10.7 of the *Environmental Planning and Assessment Act 1979*.
- (b) The Purchaser warrants it has satisfied itself in relation to:
  - (i) the manner in which the Land is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (as amended from time to time);
  - (ii) any restriction or prohibition whether statutory or otherwise relating to the zoning of the Land or development on the Land;
  - (iii) the use to which the Land may be put; and
  - (iv) any existing proposals for realignment, widening or siting of a road by any authority.
- (c) The Purchaser must not take any Action by reason of any matters set out in this clause.

#### 42.5 Reports

Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the Purchaser agrees that the Vendor is not required to provide the Purchaser with a Survey Report and Building Certificate for the Land and the Purchaser must not take any Action on account of any matter or thing that may have been disclosed in any such Survey Report and Building Certificate.

### 43 Encumbrances

- (a) If any Encumbrance is noted on the certificate of title for the Land and this contract is not stated as being subject to that Encumbrance then on Completion the Vendor must provide to the Purchaser a duly executed Discharge which will remove the Encumbrance, together with the applicable registration fee.
- (b) After Completion the Vendor must, if requested by the Purchaser, provide all information and documents reasonably necessary to assist the Purchaser in removing the Encumbrance.
- (c) Subject to clauses 43(a) and 43(b), the Vendor is regarded as having given the Purchaser a transfer of the Land free from the Encumbrance when the Vendor gives the Purchaser the Discharge.

### 44 No Caveat

#### 44.1 Purchaser must not lodge caveat

The Purchaser must not lodge a caveat on the title of the Parent Lot or the Land in respect of any interest of the Purchaser in the Land arising out of this contract or register or attempt to register any other dealing or encumbrance on the title of the Parent Lot or the Land.

## 45 Assignment

### 45.1 *Purchaser not to assign without consent*

- (a) The Purchaser must not, without the prior written consent of the Vendor (which may be given or withheld in its absolute discretion and without the disclosure of any reason) mortgage, charge or otherwise encumber any of its rights, obligations or interests under this contract.
- (b) Until Completion, the Purchaser must not seek to lease or on sell the Land except with the prior consent of the Vendor in writing and, subject to such approval, the Purchaser must only seek to lease or on sell the Land utilising the services of the Vendor's Agent.
- (c) A breach of clause 45.1(b) is an essential breach of this contract entitling the Vendor to terminate this contract on notice to the Purchaser.

### 45.2 *Vendor may assign*

- (a) The Vendor may at any time novate, assign, charge or encumber its right, title and interest under this contract or any part thereof without the consent of the Purchaser.
- (b) The Vendor may at any time assign its rights and/or its obligations under this contract or any part of its rights and/or its obligations under this contract without the consent of the Purchaser.
- (c) If the Vendor exercises its rights under clause 45.2(a) or (b) the Vendor is released from the assigned obligations from the date of notice of such matter occurring.
- (d) If the Vendor exercises its rights under clause 45.2(a) or (b) the Purchaser must do all things reasonably required by the Vendor at the reasonable cost of the Vendor to effect such matter including entering a deed. Any stamp duty payable in respect of any such assignment will be payable by the Vendor

### 45.3 *Novation*

- (a) Despite the existence of this contract the Vendor may at any time transfer title to the Parent Lot.
- (b) If the Vendor transfers title to the Parent Lot then the Vendor may novate this contract to the transferee of the title and the Purchaser must do all things reasonably required by the Vendor to effect such novation including entering a deed of novation of this contract. Any stamp duty payable in respect of any such novation will be payable by the Vendor.
- (c) On the novation of this contract the Vendor is released from its obligations under this contract.

## 46 Land Subdivision

### 46.1 *Disclosure*

The Vendor discloses it has, or will procure the lodgement of the Development Application.

#### 46.2 *Consent*

- (a) If the Vendor has not obtained the Development Consent on or before the DA Sunset Date, either party may, by notice in writing served on the other party, rescind this contract in which event clause 19 shall apply.
- (b) Within 28 days of receiving the Development Consent the Vendor may rescind this contract by notice in writing to the Purchaser if the consent is not satisfactory to the Vendor at its absolute discretion.
- (c) If the Vendor appeals the decision of the Development Consent then the 28 business day period referred to in clause 46.2(b) will not commence until the Vendor receives a written determination on the appeal.

#### 46.3 *Registration*

- (a) Subject to Vendor obtaining the Development Consent in a form satisfactory to the Vendor, the Vendor (at its own cost) must use reasonable endeavours to register the Draft Subdivision Plan as a plan at the Land Titles Office on or before the Registration Sunset Date.
- (b) If the Draft Subdivision Plan is not registered as a plan at Land Titles Office on or before the Registration Sunset Date, either party may, by notice in writing served on the other party, rescind this contract in which event clause 19 will apply.
- (c) The parties' right to rescind this contract under clause 46.3(b) is extinguished upon the date of registration of the Draft Subdivision Plan.

#### 46.4 *Force Majeure*

- (a) The Vendor may extend the date referred to in the definition of Registration Sunset Date by giving the Purchaser a copy of a certificate from the Vendor's Project Manager stating that the construction of works necessary to comply with any Development Consent or allow registration of the Draft Subdivision Plan was delayed because of:
  - (i) damage by fire, flood, explosion, war, civic commotion or act of God;
  - (ii) disputes with neighbours;
  - (iii) delay by an Authority in giving any necessary approval;
  - (iv) weather conditions that prevent work under normal construction practices;
  - (v) industrial dispute including strikes or lock outs affecting the progress of the construction of the works for the subdivision of the Parent Lot or the manufacture or supply of materials for such construction; or
  - (vi) a combination of these or any other causes beyond the Vendor's reasonable control.
- (b) In the event of any notice served under clause 46.4(a) the date referred to in the definition of Registration Sunset Date is extended by the period of the delay stated in the certificate.

- (c) The Vendor's Project Manager in issuing such a certificate acts as an expert and not as an arbitrator and the certificate is conclusive and binding on the parties.

#### 46.5 *Services*

- (a) The Vendor agrees that it will make or arrange to make available, water, sewerage and electricity services to the Land.
- (b) The Vendor will also construct or arrange for the construction of the sealing, kerbing and guttering of necessary roads and streets to service the Land.
- (c) All of the works referred to in this clause 46.5 will be undertaken or arranged to be undertaken by the Vendor at its own expense.
- (d) The Purchaser must not take any Action if any of the works referred to in clause 46.5 are not undertaken or completed by Completion.

#### 46.6 *Vendor's right to alter Draft Subdivision Plan*

Subject to clause 46.7, the Vendor may make alterations or additions to the Draft Subdivision Plan which the Vendor considers necessary or desirable or which are required by any Authority.

#### 46.7 *No Action*

- (a) The Vendor reserves the right to subdivide any lot (other than the Land) in the Draft Subdivision Plan into more lots and to consolidate any lot (other than the Land) with any other lot (other than the Land) in the Draft Subdivision Plan and the Purchaser must not take any Action in relation to such subdivision and/or consolidation.
- (b) The Purchaser must not take any Action in relation to any lot in the Draft Subdivision Plan or in the registered subdivision plan other than the Land.
- (c) The Purchaser must not take any Action in respect of:
  - (i) any minor variation to the dimensions, area or position of the Land; and
  - (ii) any variation which may be required by the Vendor or any Authority to the number, dimensions, area or position of any of the lots other than the Land,

between those shown on the Draft Subdivision Plan and those shown on the registered subdivision plan.
- (d) For the purposes of clause 46.7 a variation to the area or dimension of the Land which is equal to or less than 5% is deemed a "minor variation".

#### 46.8 *Right of Rescission*

- (a) If there is a variation in respect of any matter referred to in clause 46.7(c)(i) between those areas or dimensions of the Land shown on the Draft Subdivision Plan and those shown on the registered subdivision plan which is a major variation then either party may, within 7 days from the date of the Vendor providing notification of registration of the subdivision plan or the Vendor notifying the Purchaser of any such change (time being of the essence), rescind this contract by notice in writing to the other party, in which event clause 19 shall apply.

- (b) The right of rescission conferred by this clause 46.8 must be exercised by the party within the period referred to in clause 46.8(a) and in this regard time is of the essence.
- (c) If the right of rescission conferred by clause 46.8(a) is not exercised by either party within the period referred to in clause 46.8(a) then that right of rescission will lapse and this contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this contract any variation the subject of that right shall then be deemed to be a minor variation.

#### **46.9 Creation of easements**

- (a) The Purchaser acknowledges and agrees that the Land may be affected and/or burdened by any Easement(s) required by any Authority or reasonably required by the Vendor.
- (b) The Purchaser must not take any Action in relation to the creation of any Easement referred to in clause 46.9.

### **47 Vendor's Statement and Transfer**

#### **47.1 Notice of strata plan**

Upon the Developer lodging the Draft Subdivision Plan for registration, the Vendor will serve upon the Purchaser a written notice providing details of the lodgement of the Draft Subdivision Plan.

#### **47.2 Transfer**

Notwithstanding clause 4, the Purchaser must serve the form of transfer within **7 days** of the Vendor serving upon the Purchaser the notice referred to in clause 47.1.

### **48 Requisitions**

The Purchaser acknowledges that it may only make requisitions under clause 5.1 in the form attached in Annexure B and are deemed served on the date of this contract.

### **49 GST**

#### **49.1 Margin Scheme Applies**

The parties acknowledge and agree that for the purposes of the GST Act, the Vendor intends to apply the margin scheme.

#### **49.2 GST Inclusive Price**

The parties acknowledge that the Price is inclusive of any GST payable.

### **50 Completion**

#### **50.1 Completion date**

Completion will take place on the later of:

- (a) **14 days** after the date on which the Vendor notifies the Purchaser in writing that the Draft Subdivision Plan has been registered with the Land Titles Office;
- (b) **35 days** from the date of this contract.

## **50.2 Completion date**

Completion must take place on or before 3.30 pm on the completion date.

## **50.3 Notice to complete**

If this contract is not completed on or by the completion date, the party not in default will be entitled by notice in writing to the other to fix a date for Completion and in this regard making time for Completion essential.

## **50.4 Reasonable time for notice**

- (a) It is agreed between the parties that 14 days between (but excluding) the date of service of a notice under clause 50.3 and the date for Completion specified in the notice is reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion even though the period includes days which are not business days.
- (b) The party that served the notice may at any time withdraw the notice without prejudice to the continuing right of that party to give any further notice.
- (c) If a party validly serves a notice to complete then the receiving party must pay to the issuing party an amount of \$220.00 on account of the reasonable legal costs of issuing the notice, payment of which must be made on Completion.

## **50.5 Liquidated damages**

- (a) If Completion does not take place on or before the completion date for any reason not attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on Completion to the Vendor by way of liquidated damages, interest on the purchase price less the deposit at the rate of **10%** per annum calculated daily from the completion date until the date of Completion.
- (b) The Purchaser is not entitled to require the Vendor to complete this contract unless the payment under clause 50.5(a) is paid to the Vendor on Completion.

# **51 Land Tax and Rates**

## **51.1 Land tax certificate**

- (a) The Purchaser may only rely on clause 16.6 if the land tax certificate is served at least 5 business days prior to the Completion Date. This subclause 51.1(a) does not apply if the Completion Date is a date between 1 January and 22 January in any year.
- (b) Despite anything in this contract to the contrary the amount of land tax to be adjusted on Completion pursuant to clause 14 is:
  - (i) if a separate assessment has not issued for the Property, **\$2,000.00**; or
  - (ii) if a separate assessment has issued for the Property, the actual land tax payable by the Vendor in the relevant year for the Property.

## **51.2 Rate assessments**

If by Completion separate rate assessments have not been issued for the Property by the appropriate Authority then:

- (a) the parties will adjust the rates on a paid basis on an agreed value of **\$1,800.00** per annum for Council rates and **\$300.00** per quarter for water and sewerage rates;
- (b) the Vendor agrees to pay all the rates which are assessed for Council rates for the annual rating period and for water and sewerage for the quarterly rating period current as at the date of Completion as and when those rates fall due for payment;
- (c) the Purchaser is responsible for payment of all rates assessed on the Property for any rating periods commencing after those periods referred to in clause 51.2(b);
- (d) there will be no subsequent readjustment of rates or land tax based on the actual amount assessed or paid; and

#### **51.3 Non merger**

This clause 51 does not merge on Completion.

### **52 Ownership**

If the Purchaser or the Purchaser's solicitor has not notified the Vendor's solicitor in writing before the date of this contract whether the Purchaser is acquiring the property for the purpose of investment or for the purpose of owner occupation the Vendor is entitled to assume that the Purchaser acquired the property for the purpose of investment.

### **53 Works after Completion**

#### **53.1 Merger**

- (a) The Purchaser acknowledges that it is aware that the Developer after Completion may undertake the further development and construction works in or about the Parent Lot (or any part thereof) which may cause vibration, noise and dust and which may include excavation or demolition (**Property Ongoing Works**).
- (b) The Purchaser must not take any Action in relation to the Property Ongoing Works and the Purchaser must not seek injunctive or other relief by way of damages in relation to the Property Ongoing Works.
- (c) Subject to clause 53.1(a), the Developer will use its reasonable endeavours to minimise any disruption or interference that may be caused by the Property Ongoing Works to the occupiers of the Lot after Completion.

#### **53.2 Merger**

This clause 53 does not merge upon Completion.

### **54 Selling and Leasing Activities**

#### **54.1 Developer's selling and leasing activities**

The Purchaser acknowledges and agrees to permit the Vendor and persons authorised by the Vendor after Completion to:

- (a) conduct selling and leasing activities in the Parent Lot other than in the Land;



- (b) place and maintain in, on and about the Parent Lot other than in or upon the Land signs in connection with those selling and leasing activities;
- (c) place and maintain in, on and about the Parent Lot other than the Land an office and/or other facility for salespersons.

#### **54.2 Covenants to continue**

The covenants in this clause continue until the Vendor completes the sale of all lots in the registered Subdivision.

#### **54.3 Non merger**

This clause 54 does not merge on Completion.

### **55 General**

#### **55.1 Counterparts**

This contract may be executed in any number of counterparts. Each counterpart is deemed an original and all the counterparts together constitute the one instrument.

#### **55.2 Nature of obligations**

Any provision in this contract which binds more than one person binds all of those persons jointly and each of them individually. Each obligation imposed on a party by this contract in favour of another is a separate obligation.

#### **55.3 Entire agreement**

- (a) This contract contains the entire understanding between the parties concerning the subject matter of this contract and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this contract, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this contract.

#### **55.4 No waiver**

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

#### **55.5 Severability**

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case the offending provision must be severed from this contract and the remaining provisions of this contract operate as if the severed provision had not been included.

**55.6 Successors and assigns**

This contract binds and benefits the parties and their respective successors and permitted assigns.

**55.7 No assignment**

A party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other party.

**55.8 No variation**

This contract cannot be amended or varied except in writing signed by the parties.

**55.9 Costs**

Each party must pay its own legal costs of and incidental to the preparation, negotiation and completion of this contract.

**55.10 Non-merger**

A term or condition of, or act done in connection with this contract does not operate as a merger of any of the rights or remedies of the parties under this contract and those rights and remedies continue unchanged. Without limiting the provisions of this clause, the following clauses do not merge upon Completion 32, 33(a), 35, 39, 44 and 37.

**55.11 No adverse construction**

This contract is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

**55.12 Governing law and jurisdiction**

This contract is governed by and must be construed in accordance with the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this contract.

**55.13 Stamp duty**

All stamp duty (including fines and penalties, if any) payable in respect of this contract or any instrument created in connection with it must be borne by the Purchaser. The Purchaser indemnifies the Vendor against all liability relating to the stamp duty, fines and penalties.

**56 Electronic Transaction**

For the purposes of the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Act 1999* (Cth), each party consents to the electronic exchange of this contract and any notices to be served or received under this contract.

**57 RW Payment**

**57.1 Definitions**

For the purposes of this clause:

**Notification Form** means a GST property settlement withholding notification form required to be given by the Purchaser to the Australian Taxation Office in accordance with section 16-150(2) of Schedule 1 to the TA Act; and

**Confirmation Form** means a confirmation of settlement required to be submitted on completion of this contract by the Purchaser, having given a Notification Form.

**57.2 Application**

If Subdivision 14-E of Schedule 1 to the TA Act applies to the sale of the Property and the Purchaser must make an RW payment, then this clause 57 applies.

**57.3 Vendor may serve details**

The Vendor may, at any time up to and including the date 14 days before the date of Completion, serve on the Purchaser amended details of the RW payment.

**57.4 Purchaser obligations**

(a) The Purchaser must:

- (i) at least 10 business days before the date for Completion; or
- (ii) within 2 business days following the Vendor's service of amended details in accordance with clause 57.3,

whichever is the later and time being of the essence, serve on the Vendor's solicitor:

- (iii) a copy of the duly completed and submitted Notification Form; and
- (iv) a copy of the confirmation received from the Australian Taxation Office on lodgement of the Notification Form which includes details of the lodgement reference number (LRN) and payment reference number (PRN).

(b) The Purchaser must on Completion:

- (i) hand to the Vendor (for the Vendor to retain) a bank cheque payable to the Commissioner of Taxation for the RW payment; or
- (ii) if in accordance with the balance of this contract the contract is being completed as an electronic transaction, pay the RW payment by electronic funds transfer to the account nominated by the Commissioner of Taxation through the electronic platform used for settlement.

(c) At completion, the Purchaser must give the Vendor a completed Confirmation Form and the Purchaser:

- (i) appoints the Vendor to act as the Purchaser's agent to complete, amend (if required) and lodge the Confirmation Form with the Commissioner of Taxation on its behalf; and
- (ii) must give to the Vendor all information reasonably requested by the Vendor for the completion, amendment and lodgement of the Confirmation Form.

(d) If the Purchaser fails to comply with this clause 57.4, the Purchaser will be in breach of this contract in an essential respect.

**57.5 Vendor's obligations**

After completion, the Vendor must:

- (a) forward to the Australian Taxation Office any bank cheque received under clause 57.4(b)(i); and

- (b) complete and submit, or cause the Vendor's solicitor to complete and submit, a Confirmation Form as agent of the Purchaser.

**57.6 *Non merger***

This clause 57 does not merge on Completion.

Annexure A      Draft Subdivision Plan

NOT APPLICABLE

## Annexure B

## Requisitions

## **RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

**Vendor:**

**Purchaser:**

**Property:**

**Dated:**

**1. Possession and tenancies**

- 1.1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.

**2. Title**

- 2.1. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- 2.2. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 2.3. When and where may the title documents be inspected?

**3. Adjustments**

- 3.1. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- 3.2. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?

**4. Survey and building**

- 4.1. 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.
- 4.2. 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?

**5. Affectations**

- 5.1. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 5.2. 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?
- 5.3. 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?
- 5.4. 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?
- 6. Requisitions and transfer**
- 6.1. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.



## Annexure C Vendor Disclosure Documents

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 5 sheets

W - EASTMENT TO DRAIN WATER (WHOLE LOT)  
T - THAT PART OF LOT 153 BENEFITED BY RIGHT OF CARRIAGEWAY (VARIABLE WIDTH)  
N - RESTRICTION ON THE USE OF LAND NO. 15, 19 AND 20  
W - POSITIVE EASEMENT NO.18

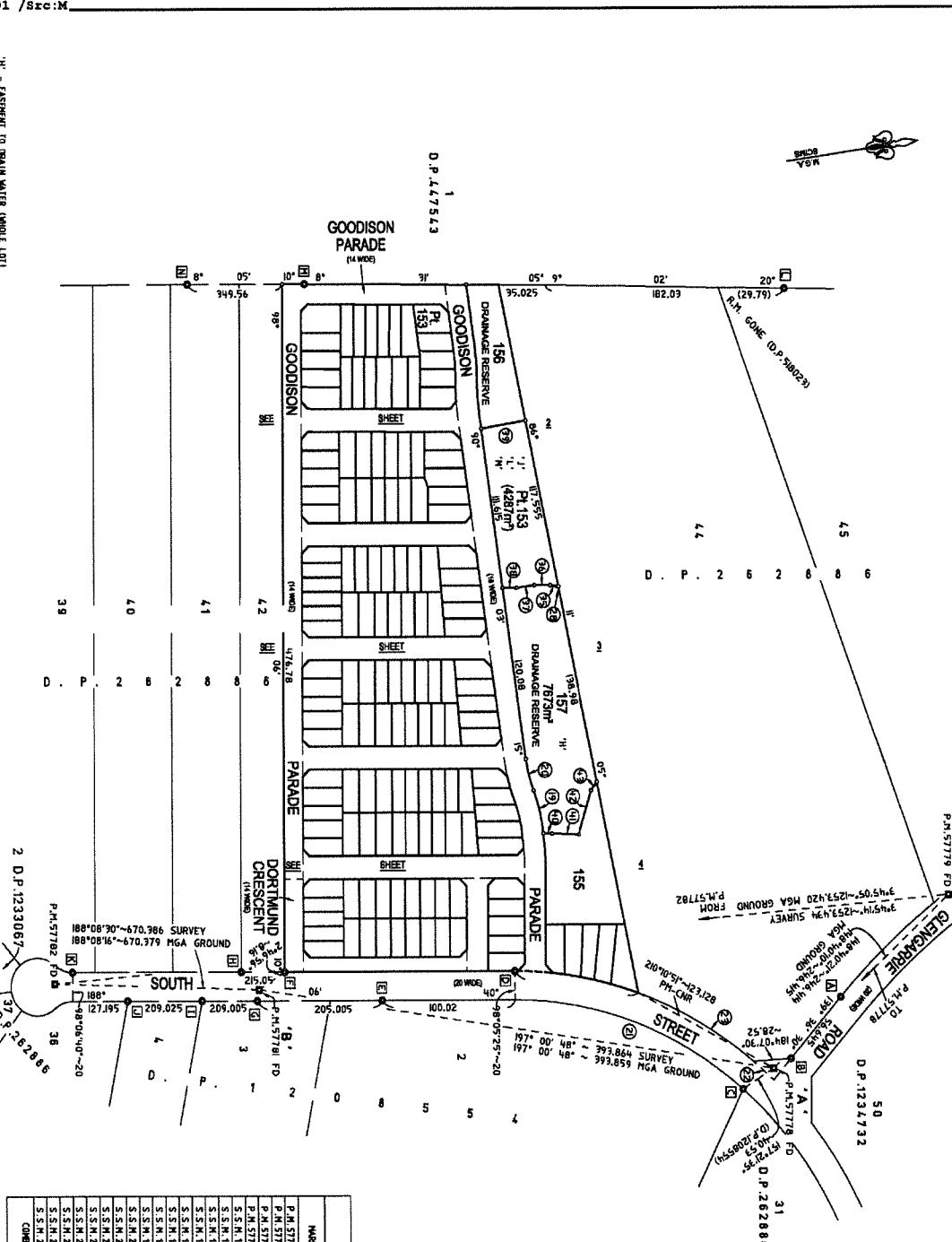
SURVEYOR  
Name: MATTHEW JAMES COOPER  
Date: 17 NOVEMBER 2017  
Reference: 015-1

PLAN OF  
SUBDIVISION OF LOT 43 D.P. 262886

LGA: BLACKTOWN  
Locality: MARSDEN PARK  
Reduction Ratio: 1: 2000  
Lengths are in metres

Registered  
04.07.2018

DP1224267

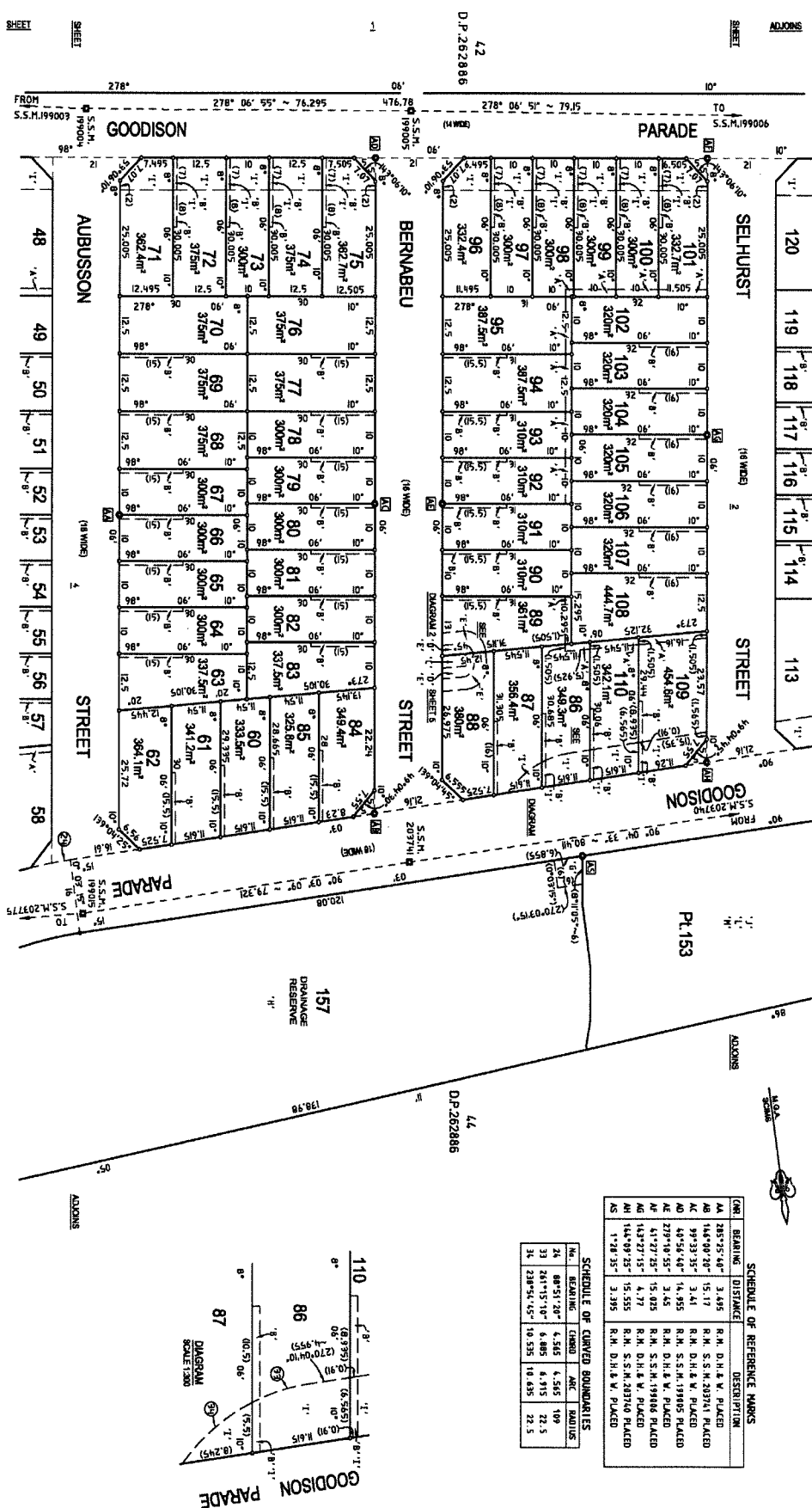


SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70						
COORDINATE SCHEDULE						
NAME	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
P.M. 57778	298 141.395	6 422 892.492	B	1	SCIENCE	NSW
P.M. 57779	298 131.225	6 422 874.192	B	2	SCIENCE	NSW
P.M. 57780	298 141.395	6 422 874.192	B	3	SCIENCE	NSW
P.M. 57781	298 141.395	6 422 874.192	B	4	SCIENCE	NSW
P.M. 57782	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57791	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57792	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57793	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57795	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57797	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57798	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57799	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57800	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57801	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57802	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57803	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57804	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57806	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57808	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57815	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57854	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57912	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
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P.M. 57936	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57937	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57938	297 951.261	6 426 788.344	B	2	SCIENCE	NSW
P.M. 57939	297 951.261	6 426 788.344				



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet 3 of 5 sheets



SCHEDULE OF REFERENCE VALUES			
CNR	BEARING	DISTANCE	DESIGN PART
AA	285°35'-40"	3.495	R.H. D.H. & V. PLACED
AB	146°00'-20"	15.17	R.H. S.S. 20X17.5 PLACED
AC	49°34'-35"	3.41	R.H. D.H. & V. PLACED
AD	40°56'-40"	14.955	R.H. S.S. 19X60 PLACED
AE	273°0'-35"	3.45	R.H. D.H. & V. PLACED
AF	41°37'-25"	15.025	R.H. S.S. 19X64 PLACED
AG	143°37'-15"	4.77	R.H. D.H. & V. PLACED
AH	143°37'-25"	15.555	R.H. S.S. 20X17.5 PLACED
AS	1°48'35"	3.395	R.H. D.H. & V. PLACED

SCHEDULE OF CURVED ROADWAYS			
NO.	BEARING	CURVED	ADJAC.
			ROADS
1	08°15'-20"	4.805	22.5
2	261°15'-10"	6.885	10.9
3	238°54'-52"	10.535	10.635
3A			22.5

- 4A. - EASEMENT TO DRAIN WATER 1.5 WIDE
5. - EASEMENT FOR ACCESS AND MAINTENANCE 4.9 WIDE
6. - EASEMENT FOR FERTILIZER SUBSTITUTION 3.75 WIDE
7. - RESTRICTION ON THE USE OF LAND NO. 4
8. - RESTRICTION ON THE USE OF LAND NO. 5
9. - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
10. - EASEMENT TO DRAIN WATER (WHOLE LOT)
11. - RESTRICTION ON THE USE OF LAND NO. 5
12. - PART PART OF LOT 155 BENEFITED BY RIGHT OF CARRIAGEWAY (VARIABLE WIDTH)
13. - RESTRICTION ON THE USE OF LAND NO. 16, 19 AND 20
14. - POSITIVE COVENANT NO. 18

**SURVEYOR**  
Name: MATTHEW JAMES COOPER  
Date: 17 NOVEMBER 2017  
Reference: 016-15\_1

**SUBDIVISION OF LOT 43 D.P. 262888**

**LGA:** BLACKTOWN  
**Locality:** MARSDEN PARK  
**Reduction Ratio:** 1: 600  
**Lengths are in metres**

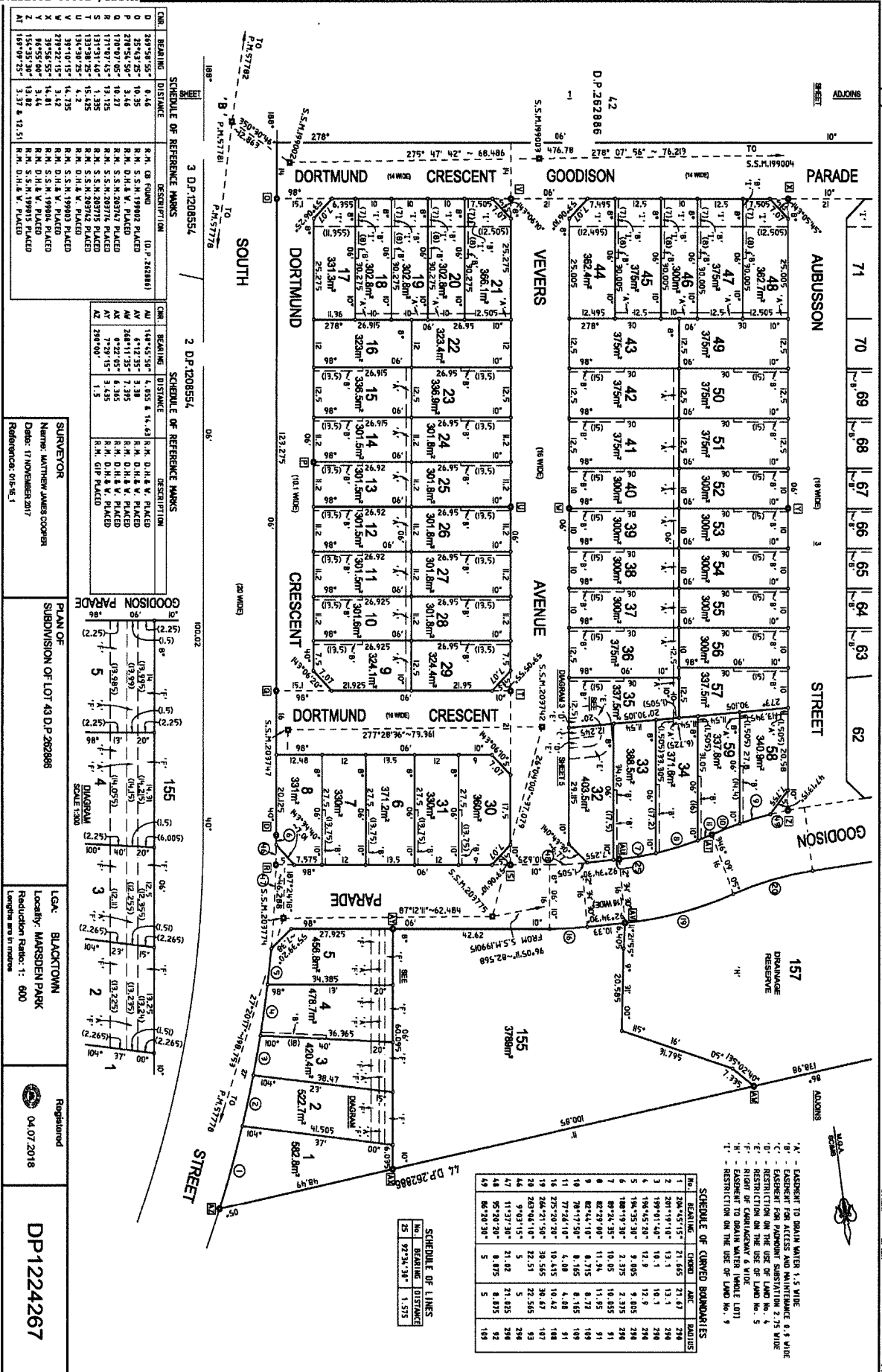
Registered  
04.07.2018

DP1224267

PLAN FORM 2 (02)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

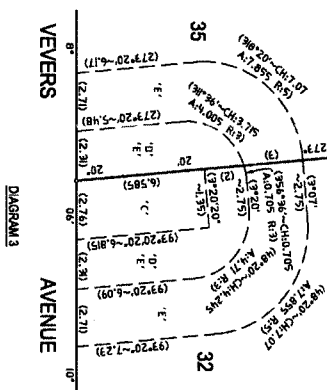
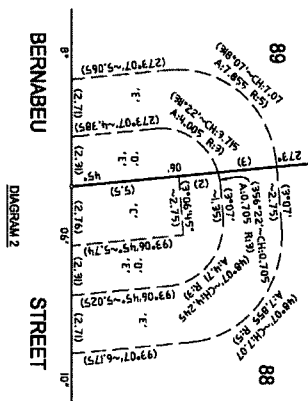
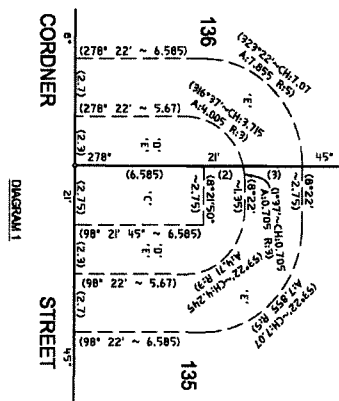
Sheet 4 of 5 (shaded)



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

1:2000 Sheet 5 of 5 attached



'C' - EASEMENT FOR PARKING CURBSTONE 2.75 WIDE  
 'D' - RESTRICTION ON THE USE OF LAND No. 4  
 'E' - RESTRICTION ON THE USE OF LAND No. 5

SURVEYOR  
 Name: MATTHEW JAMES COOPER  
 Date: 17 NOVEMBER 2017  
 Reference: 015-18, 1

PLAN OF  
 SUBDIVISION OF LOT 43 D.P. 282886

LGA: BLACKTOWN  
 Locality: MARSDEN PARK  
 Reduction Ratio: 1: 150  
 Lengths are in metres

Registered  
 04.07.2018


DP1224267







**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 8 sheet(s)

Registered:  04.07.2018

Office Use Only

Office Use Only

PLAN OF  
SUBDIVISION OF LOT 43 D.P.262886

**DP1224267**

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22-6-18


- 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.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE LOTS 1 TO 5				
6	5	GOODISON	PARADE	MARSDEN PARK
7	3	GOODISON	PARADE	MARSDEN PARK
8	1	GOODISON	PARADE	MARSDEN PARK
9	4	DORTMUND	CRESCENT	MARSDEN PARK
10	6	DORTMUND	CRESCENT	MARSDEN PARK
11	8	DORTMUND	CRESCENT	MARSDEN PARK
12	10	DORTMUND	CRESCENT	MARSDEN PARK
13	12	DORTMUND	CRESCENT	MARSDEN PARK
14	14	DORTMUND	CRESCENT	MARSDEN PARK
15	16	DORTMUND	CRESCENT	MARSDEN PARK
16	18	DORTMUND	CRESCENT	MARSDEN PARK
17	20	DORTMUND	CRESCENT	MARSDEN PARK
18	22	DORTMUND	CRESCENT	MARSDEN PARK
19	24	DORTMUND	CRESCENT	MARSDEN PARK
20	26	DORTMUND	CRESCENT	MARSDEN PARK
21	28	DORTMUND	CRESCENT	MARSDEN PARK
22	17	VEVERS	AVENUE	MARSDEN PARK
23	15	VEVERS	AVENUE	MARSDEN PARK
24	13	VEVERS	AVENUE	MARSDEN PARK
25	11	VEVERS	AVENUE	MARSDEN PARK
26	9	VEVERS	AVENUE	MARSDEN PARK
27	7	VEVERS	AVENUE	MARSDEN PARK
28	5	VEVERS	AVENUE	MARSDEN PARK
29	3	VEVERS	AVENUE	MARSDEN PARK
30	9	GOODISON	PARADE	MARSDEN PARK
31	7	GOODISON	PARADE	MARSDEN PARK
32	11	GOODISON	PARADE	MARSDEN PARK
33	13	GOODISON	PARADE	MARSDEN PARK
34	15	GOODISON	PARADE	MARSDEN PARK
35	4	VEVERS	AVENUE	MARSDEN PARK
36	6	VEVERS	AVENUE	MARSDEN PARK
37	8	VEVERS	AVENUE	MARSDEN PARK
38	10	VEVERS	AVENUE	MARSDEN PARK
39	12	VEVERS	AVENUE	MARSDEN PARK
40	14	VEVERS	AVENUE	MARSDEN PARK
41	16	VEVERS	AVENUE	MARSDEN PARK
42	18	VEVERS	AVENUE	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15\_1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 8 sheet(s)

Office Use Only  
 Registered:  04.07.2018

**PLAN OF  
 SUBDIVISION OF LOT 43 D.P.262886**

**DP1224267**

Subdivision Certificate number: SC-17-00258  
 Date of Endorsement: 22-6-18


- 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.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c))				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
43	20	VEVERS	AVENUE	MARSDEN PARK
44	123	GOODISON	PARADE	MARSDEN PARK
45	121	GOODISON	PARADE	MARSDEN PARK
46	119	GOODISON	PARADE	MARSDEN PARK
47	117	GOODISON	PARADE	MARSDEN PARK
48	115	GOODISON	PARADE	MARSDEN PARK
49	19	AUBUSSON	STREET	MARSDEN PARK
50	17	AUBUSSON	STREET	MARSDEN PARK
51	15	AUBUSSON	STREET	MARSDEN PARK
52	13	AUBUSSON	STREET	MARSDEN PARK
53	11	AUBUSSON	STREET	MARSDEN PARK
54	9	AUBUSSON	STREET	MARSDEN PARK
55	7	AUBUSSON	STREET	MARSDEN PARK
56	5	AUBUSSON	STREET	MARSDEN PARK
57	3	AUBUSSON	STREET	MARSDEN PARK
58	19	GOODISON	PARADE	MARSDEN PARK
59	17	GOODISON	PARADE	MARSDEN PARK
60	25	GOODISON	PARADE	MARSDEN PARK
61	23	GOODISON	PARADE	MARSDEN PARK
62	21	GOODISON	PARADE	MARSDEN PARK
63	4	AUBUSSON	STREET	MARSDEN PARK
64	6	AUBUSSON	STREET	MARSDEN PARK
65	8	AUBUSSON	STREET	MARSDEN PARK
66	10	AUBUSSON	STREET	MARSDEN PARK
67	12	AUBUSSON	STREET	MARSDEN PARK
68	14	AUBUSSON	STREET	MARSDEN PARK
69	16	AUBUSSON	STREET	MARSDEN PARK
70	18	AUBUSSON	STREET	MARSDEN PARK
71	113	GOODISON	PARADE	MARSDEN PARK
72	111	GOODISON	PARADE	MARSDEN PARK
73	109	GOODISON	PARADE	MARSDEN PARK
74	107	GOODISON	PARADE	MARSDEN PARK
75	105	GOODISON	PARADE	MARSDEN PARK
76	17	BERNABEU	STREET	MARSDEN PARK
77	15	BERNABEU	STREET	MARSDEN PARK
78	13	BERNABEU	STREET	MARSDEN PARK
79	11	BERNABEU	STREET	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15\_1

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 8 sheet(s)

Registered:  04.07.2018

Office Use Only

Office Use Only

**PLAN OF**  
**SUBDIVISION OF LOT 43 D.P.262886**

**DP1224267**

Subdivision Certificate number: SC - 17 - 00258

Date of Endorsement: 22.6.18

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.

**SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)**

**SCHEDULE OF LOTS & ADDRESSES**

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
80	9	BERNABEU	STREET	MARSDEN PARK
81	7	BERNABEU	STREET	MARSDEN PARK
82	5	BERNABEU	STREET	MARSDEN PARK
83	3	BERNABEU	STREET	MARSDEN PARK
84	29	GOODISON	PARADE	MARSDEN PARK
85	27	GOODISON	PARADE	MARSDEN PARK
86	35	GOODISON	PARADE	MARSDEN PARK
87	33	GOODISON	PARADE	MARSDEN PARK
88	31	GOODISON	PARADE	MARSDEN PARK
89	4	BERNABEU	STREET	MARSDEN PARK
90	6	BERNABEU	STREET	MARSDEN PARK
91	8	BERNABEU	STREET	MARSDEN PARK
92	10	BERNABEU	STREET	MARSDEN PARK
93	12	BERNABEU	STREET	MARSDEN PARK
94	14	BERNABEU	STREET	MARSDEN PARK
95	16	BERNABEU	STREET	MARSDEN PARK
96	103	GOODISON	PARADE	MARSDEN PARK
97	101	GOODISON	PARADE	MARSDEN PARK
98	99	GOODISON	PARADE	MARSDEN PARK
99	97	GOODISON	PARADE	MARSDEN PARK
100	95	GOODISON	PARADE	MARSDEN PARK
101	93	GOODISON	PARADE	MARSDEN PARK
102	15	SELHURST	STREET	MARSDEN PARK
103	13	SELHURST	STREET	MARSDEN PARK
104	11	SELHURST	STREET	MARSDEN PARK
105	9	SELHURST	STREET	MARSDEN PARK
106	7	SELHURST	STREET	MARSDEN PARK
107	5	SELHURST	STREET	MARSDEN PARK
108	3	SELHURST	STREET	MARSDEN PARK
109	39	GOODISON	PARADE	MARSDEN PARK
110	37	GOODISON	PARADE	MARSDEN PARK
111	45	GOODISON	PARADE	MARSDEN PARK
112	43	GOODISON	PARADE	MARSDEN PARK
113	41	GOODISON	PARADE	MARSDEN PARK
114	4	SELHURST	STREET	MARSDEN PARK
115	6	SELHURST	STREET	MARSDEN PARK
116	8	SELHURST	STREET	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15\_1

Sheet 6 of 8 sheet(s)

Office Use Only

**PLAN OF  
SUBDIVISION OF LOT 43 D.P.262886**

Subdivision Certificate number: SC-17-00258

Date of Endorsement: 22.6.18

Office Use Only

**DP1224267**

**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.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)



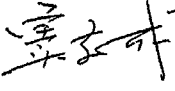
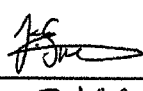
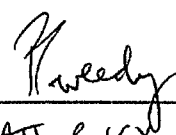
### SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
117	10	SELHURST	STREET	MARSDEN PARK
118	12	SELHURST	STREET	MARSDEN PARK
119	14	SELHURST	STREET	MARSDEN PARK
120	91	GOODISON	PARADE	MARSDEN PARK
121	89	GOODISON	PARADE	MARSDEN PARK
122	87	GOODISON	PARADE	MARSDEN PARK
123	85	GOODISON	PARADE	MARSDEN PARK
124	83	GOODISON	PARADE	MARSDEN PARK
125	13	CORDNER	STREET	MARSDEN PARK
126	11	CORDNER	STREET	MARSDEN PARK
127	9	CORDNER	STREET	MARSDEN PARK
128	7	CORDNER	STREET	MARSDEN PARK
129	5	CORDNER	STREET	MARSDEN PARK
130	3	CORDNER	STREET	MARSDEN PARK
131	49	GOODISON	PARADE	MARSDEN PARK
132	47	GOODISON	PARADE	MARSDEN PARK
133	55	GOODISON	PARADE	MARSDEN PARK
134	53	GOODISON	PARADE	MARSDEN PARK
135	51	GOODISON	PARADE	MARSDEN PARK
136	4	CORDNER	STREET	MARSDEN PARK
137	6	CORDNER	STREET	MARSDEN PARK
138	8	CORDNER	STREET	MARSDEN PARK
139	10	CORDNER	STREET	MARSDEN PARK
140	12	CORDNER	STREET	MARSDEN PARK
141	14	CORDNER	STREET	MARSDEN PARK
142	81	GOODISON	PARADE	MARSDEN PARK
143	79	GOODISON	PARADE	MARSDEN PARK
144	77	GOODISON	PARADE	MARSDEN PARK
145	75	GOODISON	PARADE	MARSDEN PARK
146	73	GOODISON	PARADE	MARSDEN PARK
147	71	GOODISON	PARADE	MARSDEN PARK
148	69	GOODISON	PARADE	MARSDEN PARK
149	67	GOODISON	PARADE	MARSDEN PARK
150	65	GOODISON	PARADE	MARSDEN PARK
151	63	GOODISON	PARADE	MARSDEN PARK
152	61	GOODISON	PARADE	MARSDEN PARK
Pt. 153	59	GOODISON	PARADE	MARSDEN PARK
154	57	GOODISON	PARADE	MARSDEN PARK

STREET ADDRESSES NOT AVAILABLE LOTS 155 TO 157

If space is insufficient use additional annexure sheet

Surveyor's Reference: 015-15 1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 8 sheet(s)
<div>Office Use Only</div> <div>Registered:  04.07.2018</div>		<div>Office Use Only</div> <div>DP1224267</div>
PLAN OF SUBDIVISION OF LOT 43 D.P.262886		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: <u>SC-17-00258</u> Date of Endorsement: <u>22.6.18</u>		
<p>Executed by 372 South Holdings Pty Ltd ATF 372 South Holdings Trust (ACN 611763728) in accordance with section 127(1) of the Corporations Act:</p> <div><div>LIXIN JIA  DIRECTOR 372 South Holdings Pty Ltd</div><div>ZHI CHENG DOU  DIRECTOR 372 South Holdings Pty Ltd</div></div>		
<p>SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</p> <div><div> WITNESSES  JEEVIKA SIVALOGARAJAH Officer Client Support NAB Corporate NSW &amp; ACT</div><div> ATTORNEY  RACHEL TWEEDY Associate Director NAB Corporate Property NSW</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 015-15_1		

If space is insufficient use additional annexure sheet

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

Lengths are in Metres

Sheet 1 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43  
 D.P.262886 covered by Council's  
 Subdivision Certificate No. **17-00258**  
**372 SOUTH HOLDINGS PTY LIMITED**  
**ACN 611 763 725**

*mer*  
 27/6/18

Full Name and address of Proprietor of land:	<del>Blue Cedar MF Development Pty Ltd</del> <del>ABN 47 812 336 044</del> Level 16, 5 Martin Place, SYDNEY NSW 2000
--	---

**Part 1 (Creation)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	2	1
		3	1, 2
		4	1 to 3 inclusive
		5	1 to 4 inclusive
		9	10 to 16 inclusive
		10	11 to 16 inclusive
		11	12 to 16 inclusive
		12	13 to 16 inclusive
		13	14 to 16 inclusive
		14	15, 16
		15	16
		18	17
		19	17, 18
		20	17 to 19 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL

  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No.17-00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	21	17 to 20 inclusive
		34	35 to 43 inclusive
		35	36 to 43 inclusive
		36	37 to 43 inclusive
		37	38 to 43 inclusive
		38	39 to 43 inclusive
		39	40 to 43 inclusive
		40	41 to 43 inclusive
		41	42, 43
		42	43
		45	44
		46	44, 45
		47	44 to 46 inclusive
		48	44 to 47 inclusive
		58	34 to 43 inclusive, 59
		59	34 to 43 inclusive
		86	89, 90
		89	90
		92	91
		93	91, 92

APPROVED BY BLACKTOWN CITY COUNCIL

  
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 3 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**DP1224267**

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	94	91 to 93 inclusive
		95	91 to 94 inclusive
		98	91 to 95 inclusive
		99	91 to 95 inclusive, 98
		100	91 to 95 inclusive, 98, 99
		101	91 to 95 inclusive, 98, 99, 100
		109	86, 89, 90, 110
		110	86, 89, 90
		111	114 to 119 inclusive
		114	115 to 119 inclusive
		115	116 to 119 inclusive
		116	117 to 119 inclusive
		117	118, 119
		118	119
		121	120
		122	120, 121
		123	120 to 122 inclusive
		124	120 to 123 inclusive
		131	111, 114 to 119 inclusive, 132
		132	111, 114 to 119 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL

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 General Manager / Authorised Officer



Lengths are in Metres

Sheet 4 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43  
 D.P.262886 covered by Council's  
 Subdivision Certificate No. 17-00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	142 143 146	143, 144 144 145
2.	Easement for Access and Maintenance 0.9 Wide	6 7 9 10 11 12 13 14 15 18 19 20 21 23 24 25 26	7 8 10 11 12 13 14 15 16 17 18 19 20 22 23 24 25

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.....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17 - 00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 Wide	27	26
		28	27
		29	28
		30	31
		31	6
		33	32
		34	33
		35	36
		36	37
		37	38
		38	39
		39	40
		40	41
		41	42
		42	43
		45	44
		46	45
		47	46
		48	47
		50	49

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 General Manager / Authorised Officer



Lengths are in Metres

Sheet 6 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**DP1224267**

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 Wide	51	50
		52	51
		53	52
		54	53
		55	54
		56	55
		57	56
		58	59
		59	34
		60	61
		61	62
		63	64
		64	65
		65	66
		66	67
		67	68
		68	69
		69	70
		72	71
		73	72

29/6/18

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 7 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

**DP1224267**

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
		74	73
		75	74
		77	76
		78	77
		79	78
		80	79
		81	80
		82	81
		83	82
		84	85
2.	Easement for Access and Maintenance 0.9 Wide	85	60
		86	87
		87	88
		89	90
		90	91
		91	92
		92	93
		93	94
		94	95
		97	96

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 General Manager / Authorised Officer



Lengths are in Metres

Sheet 8 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258


**DP1224267**

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 Wide	98	97
		99	98
		100	99
		101	100
		103	102
		104	103
		105	104
		106	105
		107	106
		108	107
		109	110
		110	86
		112	113
		114	115
		115	116
		116	117
		117	118
		118	119
		122	121
		123	122

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.....  
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 9 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**DP1224267**

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access and Maintenance 0.9 Wide	124	123
		126	125
		127	126
		128	127
		129	128
		130	129
		133	134
		136	137
		137	138
		138	139
		139	140
		140	141
		144	143
		145	144
		146	145
		148	147
		149	148
		150	149
		151	150
		152	151

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.....  
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 10 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43

**DP1224267**

D.P.262886 covered by Council's

Subdivision Certificate No. 17 - 00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Padmount Substation 2.75 Wide	32, 88, 135	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land	Part 32, Part 35, Part 88, Part 89, Part 135, Part 136 designated 'D'	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land	Part 32, Part 35, Part 88, Part 89, Part 135, Part 136 designated 'E'	Epsilon Distribution Ministerial Holding Corporation
6.	Right of Carriageway 6 Wide	2 3 4 5	1, 3 1, 2, 4 1 to 3 inclusive, 5 1 to 4 inclusive
7.	Right of Carriageway Variable Width	157	Part Lot 153 denoted 'J'
8.	Easement to Drain Water (Whole Lot)	156, 157	Blacktown City Council
9.	Restriction on the Use of Land	Part Lots 17 to 21 inclusive, Part Lots 44 to 48 inclusive, Part Lots 71 to 75 inclusive, Part Lot 86, Part Lot 87, Part Lots 96 to 101 inclusive, Part Lots 109 to 113 inclusive, Part Lots 120 to 124 inclusive, Part Lots 131 to 135 inclusive, Part Lots 142 to 152 inclusive, Part Lot 153, Part Lot 154, designated 'I'	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

  
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 11 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 1 (cont)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
10.	Positive Covenant	Lots 17 to 21 inclusive, 44 to 48 inclusive, 71 to 75 inclusive, 86, 87, 96 to 101 inclusive, 109 to 113 inclusive, 120 to 124 inclusive, 131 to 135 inclusive, 142 to 152 inclusive, 153, 154	Blacktown City Council
11.	Restriction on the Use of Land	1, 2, 3, 74 to 88 inclusive, 93 to 105 inclusive, 109 to 135 inclusive, 141 to 154 inclusive	Blacktown City Council
12.	Restriction on the Use of Land	4, 5, 6 to 15 inclusive, 19 to 73 inclusive, 89 to 92 inclusive, 106 to 108 inclusive, 136 to 140 inclusive	Blacktown City Council
13.	Restriction on the Use of Land	16, 17, 18	Blacktown City Council
14.	Restriction on the Use of Land	1 to 11 inclusive, 21, 29 to 36 inclusive, 40 to 154 inclusive	Blacktown City Council
15.	Restriction on the Use of Land	1 to 5 inclusive, 8	Blacktown City Council
16.	Restriction on the Use of Land	Pt 153 designated <del>153</del> L' 155, 156	Blacktown City Council
17.	Restriction on the Use of Land	1 to 5 inclusive	Blacktown City Council
18.	Positive Covenant	Pt 153 designated <del>153</del> M' 156	Blacktown City Council
19.	Restriction on the Use of Land	Pt 153 designated <del>153</del> L' 156	Blacktown City Council
20.	Restriction on the Use of Land	Pt 153 designated <del>153</del> L' 156	Blacktown City Council
21.	Positive Covenant	1 to 5 inclusive	Blacktown City Council
22.	Restriction on the Use of Land	1 to 154 inclusive	Blacktown City Council

AC 29/6/18

AC 29/6/18

AC 29/6/18

AC 29/6/18

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 12 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

## Part 2

**Name of Authority empowered to release vary or modify easement numbered 1 and 8 in the plan is Blacktown City Council.**

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

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

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

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

1. ensure that all work is done properly and carried out as quickly as practicable; and
2. cause as little inconvenience to the proprietor or occupier of the burdened lot; and
3. cause as little damage as possible to the burdened lot and any improvement on it and
4. restore as nearly as is practicable the burdened lot to its former condition; and
5. make good any collateral damage; and

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL



General Manager / Authorised Officer

Lengths are in Metres

Sheet 13 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

## Part 2 (cont)

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing Endeavour Energy to Epsilon Distribution Ministerial Holding Corporation.

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

1. Definitions

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

"**erect**" includes construct, install, build and maintain

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

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

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

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

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

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

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 14 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

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

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

**1. Definitions**

"**erect**" includes construct, install, build and maintain

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

2. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
3. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System.

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 15 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17 - 00258

**Part 2 (cont)**

- 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.


**Name of Authority empowered to release vary or modify the terms of the easements and restrictions numbered 3, 4 and 5 in the plan is Epsilon Distribution Ministerial Holding Corporation.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 6 and 7 in the plan.**

- 1) The owner of the lot benefited may:
  - a) by any reasonable means pass across each lot burdened but only within the easement site, to get to and from the lot benefited;
  - b) do anything reasonably necessary for that purpose, including:
  - c) entering the Lot Burdened;
  - d) taking anything on to the Lot Burdened; and
  - e) carrying out work within the Easement Site such as repairing or maintaining the Easement Site.
- 2) In exercising those powers, the owner of the lot benefited must:
  - a) ensure that all work on the Lot Benefited is done properly;
  - b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - d) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - e) make good any collateral damage.
- 3) The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.

**Name of Authority empowered to release vary or modify the terms of the easements numbered 6 and 7 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 16 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

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

No building shall be erected or permitted to remain erected on that part of the land denoted 'I' on the abovementioned plan other than a Class 10b structure.

This restriction can be extinguished upon commencement of any future development on the adjoining lots (Lot 42 DP262866, Lot 44 DP262866, Lot 1 DP447543, and that part of Residue Lot 153 denoted 'J' and Residue Lot 156 in the abovementioned plan.

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

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

That part of the land denoted 'I' shall be maintained as an Asset Protection Zone (Inner Protection Area) in accordance with Section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

This positive covenant can be extinguished upon commencement of any future development on the adjoining lots (Lot 42 DP262866, Lot 44 DP262866, Lot 1 DP447543, and that part of Residue Lot 153 denoted 'J' and Residue Lot 156 in the abovementioned plan.

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 17 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

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

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

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

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

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

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification B1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

**Name of Authority empowered to release vary or modify the terms of the restrictions numbered 11, 12 and 13 in the plan is Blacktown City Council.**

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

No building 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 Blacktown City Council.

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

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 18 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.**

Direct vehicular access to and/or from the lots hereby burdened is prohibited from South Street.

**Name of Authority empowered to release vary or modify the terms of the restriction numbered 15 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.**

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

**Name of Authority empowered to release vary or modify restriction numbered 16 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.**

The lots burdened by this restriction cannot be considered for further development to increase density beyond one dwelling per lot, unless a Development Application is made that includes an access proposal that meets the requirements of Blacktown City Council

**Name of Authority empowered to release vary or modify restriction numbered 17 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer



Lengths are in Metres

Sheet 19 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 18 in the plan.**

The owner of the lot hereby burdened shall ensure that the ongoing monitoring and management requirements, as recommended in the Vegetation Management Plan prepared by Ecological Australia dated 7 March 2018 (version 1), held by Blacktown City Council, are met.

**Name of Authority empowered to release vary or modify positive covenant numbered 18 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 19 in the plan**

No further development or use of the lots hereby burdened can take place unless in accordance with the requirements set out in the Vegetation Management Plan prepared by Ecological Australia dated 7 March 2018 (version 1), held by Blacktown City Council.

**Name of Authority empowered to release vary or modify restriction numbered 19 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.**

No further development or use of the lots hereby burdened can take place that could destroy, damage or otherwise have an adverse impact on the values of the E2 Environmental Conservation Land.

**Name of Authority empowered to release vary or modify restriction numbered 20 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 20 of 23 Sheets

Plan:

**DP1224267**

Plan of Subdivision of Lot 43

D.P.262886 covered by Council's

Subdivision Certificate No. 17-00258

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.**

1. The owner of the lots burdened will in respect of the Right of Carriageway within the burdened lots referred to in the abovementioned plan:
  - (a) maintain the driveway surface and any associated drainage system in reasonable working condition and
  - (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable to its former condition and
  - (c) share the cost of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.
2. The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited
3. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

**Name of Authority empowered to release vary or modify positive covenant numbered 21 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 22 in the plan.**

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

**Name of Authority empowered to release vary or modify restriction numbered 22 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

  
.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 21 of 23 Sheets

Plan:

Plan of Subdivision of Lot 43  
D.P.262886 covered by Council's  
Subdivision Certificate No. 17-00258

**DP1224267**

**Part 2 (cont)**

Blacktown City Council by its authorised delegate pursuant to s.377 of Local Government  
Act 1993 No 30

\_\_\_\_\_  
(name of delegate)

.....  
Signature of Delegate

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

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

.....  
Signature of Witness

.....KATHERINE UMILA.....  
Name of Witness (print)

.....C1-BLACKTOWN CITY COUNCIL.....

.....62 FLUSH COMBE RD BLACKTOWN.....  
Address of Witness

BLACKTOWN CITY COUNCIL

.....  
Judith Portelli  
Manager, Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

Lengths are in Metres

Sheet 22 of 23 Sheets

Plan:


Plan of Subdivision of Lot 43  
D.P.262886 covered by Council's  
Subdivision Certificate No. 11-00258

**DP1224267**

**Part 2 (cont)**

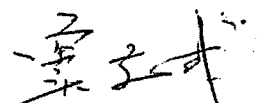
372 SOUTH HOLDINGS

*ML*  
27/6/18  
EXECUTED by ~~Blue Cedar ME~~  
~~Development~~ Pty Ltd )  
~~(ABN 47 612 338 044)~~ (ACN 611 763 725) )  
in accordance with section 127(1) of the  
Corporations Act: )



Signature of Director

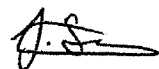
*Lixin Jia*  
Name of Director



Signature of Director/Secretary

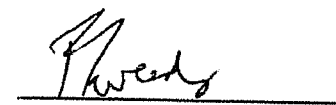
*Zhicheng Dou*  
Name of Director/Secretary

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



WITNESS

JEEVIKA SIVALOGARAJAH  
Officer Client Support  
NAB Corporate NSW & ACT

  
ATTORNEY

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

APPROVED BY BLACKTOWN CITY COUNCIL

  
General Manager / Authorised Officer

Lengths are in Metres

Plan:

**DP1224267**

23 23  
Sheet ~~23~~ of ~~23~~ Sheets

Plan of Subdivision of Lot 43  
D.P.262886 covered by Council's  
Subdivision Certificate No. 17-00258

**Part 2 (cont)**

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:

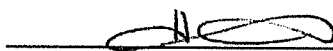


Name of witness:

NATASHA ISSAC

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

Signature of attorney:



Name and position of attorney:  
Helen Smith  
Manager Property & Fleet

Power of attorney:  
~~Book 4727 No 524~~ Book 4734 No 883 

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

Endeavour Energy reference:

URS 18015

Date of signature:

4 December 2017

APPROVED BY BLACKTOWN CITY COUNCIL

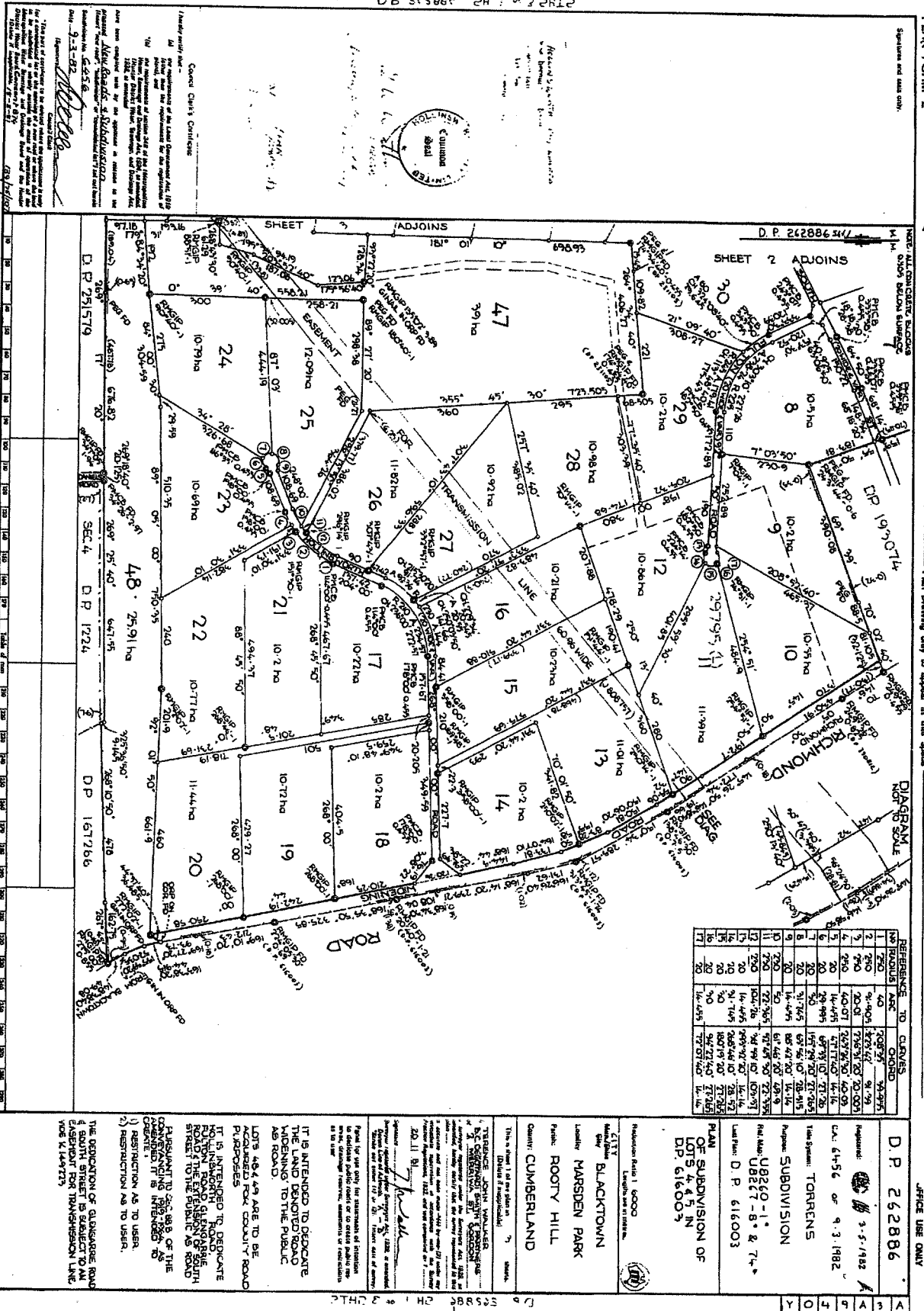
.....  
General Manager / Authorised Officer

REGISTERED



04.07.2018

PLAN FORM 2



D 5 55886 2H 5 of 3 2H12

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

NOTE: ALL CONCRETE BLOCKS 8"X8"

BELOW SURFACE

REFERENCE TO CURVES	
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2	622886
3	571948
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D 5 55886 2H 5 of 3 2H12

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

NOTE: ALL CONCRETE BLOCKS 8"X8"

BELOW SURFACE

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I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

6th May, 1966

05 595886 - 2H 2 2412

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

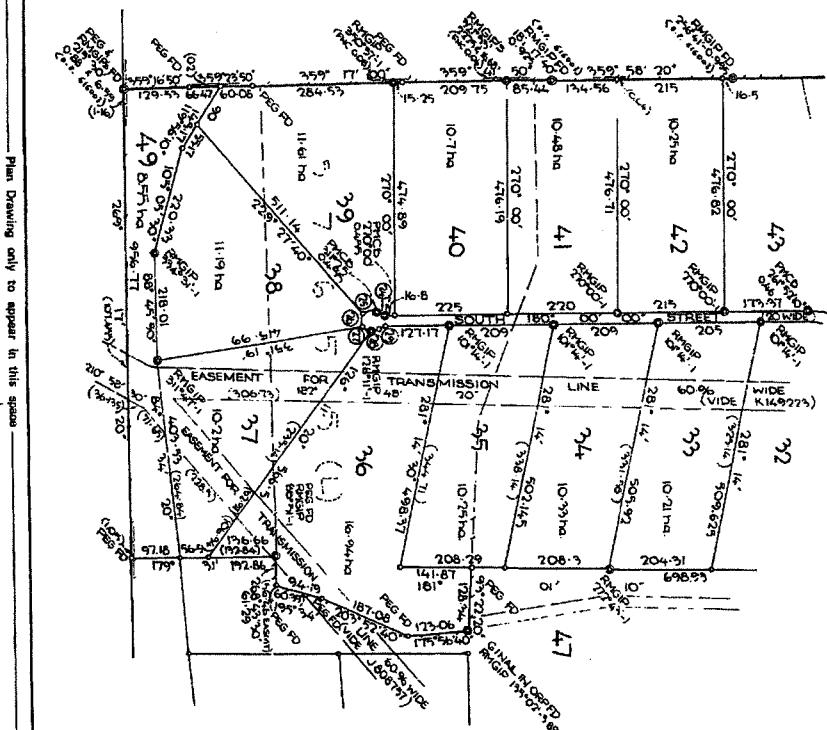
OFFICE USE ONLY

NOTE: ALL CONCRETE JOINTS 0.75m  
BETWEEN SURFACE

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SHEET 2 ADJOINS

SHEET 1 ADJOINS



Plan Drawing only to appear in this space

DP 262886 5/13

D.P. 262886

Registered 5-5-1982

This is plan 3 of my plan, in 3 sheets dated 20-11-81

Surveyor/Registered Land Surveyor and 1979

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 6458 of 4-5-82

Signature and name only

18/01/02

Control Lines

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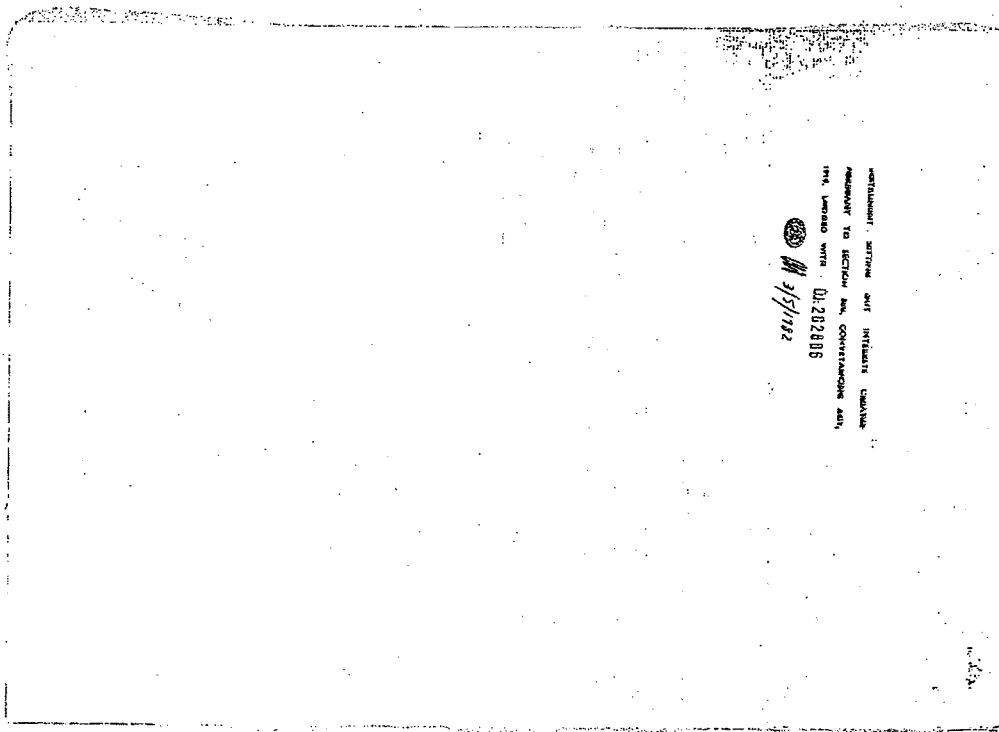
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<b>FRAME 2</b>	
1. Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.	
16th May, 1992	



INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT, 1917

Lengths are in Metres

(Sheet 1 of 2 Sheets)

Plan: DP282806

Subdivision covered by Council Clerk's  
Certificate No. 6456 /1982, 1983,  
dated 9th March  
completed in Volume 1405 Folios 58  
and 57.

Full Name and Address  
of Proprietor of the land:

Hollinsworth Pty Limited  
28 Spencer Road  
Kilburne

Full Name and Address  
of Mortgagee of the land:

State Bank of New South Wales  
55 Martin Place  
Sydney

1. Identity of Restriction firstly  
referred to in the above-  
mentioned plan

Restriction as to User

Schedule of Lots Affected

Lot Burdened

Each Lot except Lots 47,  
48 and 49

Lot Benefitted

Every Lot except Lots  
48 and 49.

2. Identity of Restriction secondly  
referred to in the above-  
mentioned plan

Restriction as to User

Schedule of Lots Affected

Lot Burdened

28 to 35 inclusive

Lot Benefitted

47

Part 2

Terms of Restriction as to User firstly referred to in  
above-mentioned plan

1. (a) No fence shall be erected on any lot to divide it from any  
adjacent lot, or to alter the extent of Hollinsworth Pty Limited  
but such consent shall not be withheld if such fence is erected  
without expense to Hollinsworth Pty Limited and its successors  
in title other than purchasers on sale and in favour of any  
person dealing with the registered proprietor, or in favour of any  
person claiming under him, or in favour of any person claiming  
of any lot except the lot to which the restriction has been given in  
respect of every fence for the time being erected.

*Long Helmore*  
*D. B. D. H.*

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT, 1917

Lengths are in Metres

(Sheet 2 of 2 Sheets)

Plan: DP282806

Subdivision covered by Council Clerk's  
Certificate No. 6456 /1982, 1983,  
dated 9th March

- (b) No dwelling house or building for residential purposes shall be  
erected on any lot with an external wall or walls of materials  
other than brick, stone, concrete, plaster or timber or any  
combination thereof, or other material approved by  
Hollinsworth Pty Limited, or any person claiming under it, or  
restriction shall preclude or prohibit a building having  
external walls constructed of brick veneer.

- (c) No earth, clay, stone, gravel, soil, sand, blue metal, brucella,  
minerals or other materials shall be excavated  
removed from any lot save and except so far as may be necessary  
for the erection of any dwelling house, building, shed,  
or ancillary structure.

- The person having the right to release, vary or modify the restriction as  
to user is Hollinsworth Pty Limited provided that should Hollinsworth Pty  
Limited be dissolved then the person having the right to release, vary or  
modify the restriction shall be the person having the right to release, vary or  
modify the restriction for the time being of the lot.

2. Terms of restriction as to user secondly referred to in above-mentioned  
plan.

- No dwelling house or building used for residential purposes shall be  
erected or permitted to remain on any lot within 60 metres of the common  
boundary between such lot and lot 47.

- The person having the right to release, vary or modify the restriction as  
to user is Hollinsworth Pty Limited provided that should Hollinsworth Pty  
Limited be dissolved then the person having the right to release, vary or  
modify the restriction shall be the person having the right to release, vary or  
modify the restriction for the time being of lot 47.

THE COMMON SEAL OF HOLLINSWORTH  
PTY LIMITED was hereunto affixed  
in the presence of the Director  
and the presence of:-

*Long Helmore*  
Secretary

Registered Proprietor

*D. B. D. H.*  
Director



STATE BANK OF NEW SOUTH WALES UNDER THE  
MORTGAGE DEED DATED 11th MARCH 1981  
IN WITNESS WHEREOF THE  
DIRECTOR OF THE BANK HAS  
SIGNED THIS  
16th May 1982  
Mortgagee under Mortgage Number: B332454



I, Bruce Richard Davies, Under Secretary for Lands and  
Registrar General for New South Wales, certify that this  
negative is a photograph and as a permanent record of a  
document in my custody this day.

16th May, 1982

**Applicant** GLOBALX INFORMATION SERVICES  
DX 1239  
SYDNEY

**Property** LOT 43 DP 262886  
372 SOUTH STREET,

**Suburb** MARSDEN PARK

Parish of Rooty Hill

**NOTE:** The land the subject of this Certificate is known to be located in the suburb of Marsden Park.  
For all correspondence and property transactions this suburb name is to be used.

**PART A**  
**PRESCRIBED INFORMATION PROVIDED PURSUANT TO**  
**SECTION 149(2) OF THE ENVIRONMENTAL PLANNING**  
**AND ASSESSMENT ACT 1979 (EP&A Act 1979)**

**NOTE:** The following information is provided pursuant to Section 149(2) of the EP&A Act 1979, as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, and is applicable as of the date of this certificate.

**1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**1.1 Environmental Planning Instruments**

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 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 2010. Blacktown Development Control Plan 2015 does generally not apply to land that a Precinct Plan applies to, except where specifically referred to in the Growth Centres State Environmental Planning Policy and the Growth Centre Precincts Development Control Plan.

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831 1961 • DX 8117 Blacktown  
<http://www.blacktown.nsw.gov.au> • email: [council@blacktown.nsw.gov.au](mailto:council@blacktown.nsw.gov.au)  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## **NOTICE OF DISCLAIMER OF LIABILITY**

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**1.3 Relevant State Environmental Planning Policies (SEPPs), including draft policies, or Regional Environmental Plans deemed to be SEPPs**

**State Environmental Planning Policy - Housing For Seniors Or People With a Disability 2004**

State Environmental Planning Policy No. 5 - Housing for Older People and People with a Disability has been repealed by a new State Environmental Planning Policy (SEPP) - Seniors Living 2004, which was renamed to SEPP (Housing for Seniors or People with a Disability) 2004 effective from 12 October 2007. The new SEPP sets out standards and design requirements for self-care housing, "serviced" self-care housing, vertical villages, residential care facilities and hostels. The Policy recognises that demand for these forms of housing will grow over the next 10 - 15 years. It encourages the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

**State Environmental Planning Policy No. 19 - Bushland in Urban Areas**

This policy 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.

**State Environmental Planning Policy No. 22 - Shops and Commercial Premises**

The policy permits within a business zone, a change of use from one kind of shop to another or one kind of commercial premises to another, even if the change of use is prohibited under an environmental planning instrument. Development consent must be obtained and the consent authority satisfied that the change of use will have no, or only minor, environmental effect.

**State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Land)**

This policy 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.

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**State Environmental Planning Policy No. 55 - Remediation of Land**

This policy provides 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.

**State Environmental Planning Policy No. 62 - Sustainable Aquaculture**

This policy 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.

**State Environmental Planning Policy No. 64 - Advertising and Signage**

This policy 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.

**State Environmental Planning Policy - Affordable Rental Housing**

This policy 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.

**State Environmental Planning Policy - Exempt and Complying Development Codes**

This policy streamlines assessment processes for development that complies with specified development standards. The 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.

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### **State Environmental Planning Policy - Major Development**

The SEPP facilitates 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 sites for the benefit of the State. Schedule 3 of the SEPP identifies State significant sites and provides planning provisions for those sites. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.

### **State Environmental Planning Policy - Sydney Region Growth Centres 2006**

This policy provides for the co-ordinated release of land for residential, employment and other urban development in the North West and South West Growth Centres of the Sydney Region (in conjunction with the Environmental Planning and Assessment Regulation relating to precinct planning). The policy identifies certain land as being within a residential, employment, environmental, recreation or infrastructure zone.

### **State Environmental Planning Policy - Basix**

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.

### **State Environmental Planning Policy - Infrastructure**

This policy 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.

### **State Environmental Planning Policy - Mining, Petroleum Production and Extractive Industries**

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.

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## **State Environmental Planning Policy - Temporary Structures**

This policy provides for the erection of temporary structures and the use of places of public entertainment, while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

## **Sydney Regional Environmental Plan No. 9 - Extractive Industry Sydney Region**

This plan aims to protect the viability of extractive resources in the Sydney Metropolitan Area by ensuring consideration is given to the impact of encroaching development.

### **2. ZONING AND LAND USE UNDER RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS**

- (a) The abovementioned land is subject to the provisions of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and is zoned:

E2 - ENVIRONMENTAL CONSERVATION  
R2 - LOW DENSITY RESIDENTIAL  
SP2 - INFRASTRUCTURE - LOCAL DRAINAGE

- (b) Extracts from the environmental planning instrument which specify the purposes for which development may be carried out within the zone/s applying to the land the subject of this Certificate are at Attachment A.

Should you require further information about the permissibility of development and related development standards it is recommended that you consult a full copy of the environmental planning instrument.

- (c) Extracts from the environmental planning instrument which specify the purpose for which development may not be carried out within the zone/s applying to the land the subject of this Certificate are at Attachment A.
- (d) An extract of the planning instrument at Attachment A provides details of the purposes for which development is prohibited within the zone applying to the land.
- (e) The environmental planning instrument does not nominate minimum land dimensions for the erection of a dwelling-house. It does however provide minimum land areas for the erection of a dwelling-house and stipulates that a dwelling must not be erected on land in the Riverstone Scheduled Lands on any lot with a depth that exceeds 35 metres.
- (f) The land does not include or comprise a critical habitat. Critical habitat refers to habitat that is critical to the survival of endangered species, populations or ecological communities. Areas of critical habitat are declared under Part 3 of the Threatened Species Conservation Act 1995 and Part 7A of the Fisheries Management Act 1994.
- (g) The land is not within a conservation area.
- (h) This land does not contain a heritage item under the protection of an environmental planning instrument.

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### **3. COMPLYING DEVELOPMENT**

Complying development may or may not be carried out on the land in accordance with the provisions of any applicable State Environmental Planning Policy. Council does not have sufficient information to ascertain the extent to which specific complying development may or may not be carried out.

### **4. COASTAL PROTECTION**

The land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

### **5. MINE SUBSIDENCE**

The 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 NSW Government's Blacktown City Council Growth Centre Precincts Development Control Plan 2010 nominates preferred road patterns in this part of the City.

The land is not affected by road widening/road realignment under Division 2 of Part 3 of the Roads Act 1993 and/or environmental planning instrument.

The land is affected by a road pattern.

### **7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Council has not adopted any policies to restrict the development of the land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils. Although the Council has not adopted a specific policy to restrict development on bush fire prone land, it is bound by statewide bush fire legislation that may restrict development. In this regard, refer to point 11 below.

Council has adopted a policy on contaminated land which may restrict the development of this 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. 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. Consideration of Council's policy and the application of provisions under the relevant State legislation and guidelines is necessary.

### **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.

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## **8. LAND RESERVED FOR ACQUISITION**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 provides for the acquisition of certain land zoned RE1, SP2 and E2 by a public authority.

## **9. CONTRIBUTIONS PLANS**

Council currently levies contributions under Section 94 of the EP&A Act 1979 for facilities and services. The further development of the subject land may incur such contribution.

This Property is affected by Section 94 Contributions Plan No. 21 - Marsden Park Industrial Precinct.

This Property is also affected by Draft Section 94 Contribution Plan No. 21 Marsden Park & Marsden Park Industrial Precincts.

This property is affected by a Special Infrastructure Contribution which is designed to levy a special contribution in order to coordinate strategic land use planning with the provision of state or regional infrastructure in the Western Sydney Growth Areas.

## **9A. BIODIVERSITY CERTIFIED LAND**

The land is biodiversity certified within the meaning of the Threatened Species Conservation Act 1995.

## **10. BIOBANKING AGREEMENTS**

Council has not been notified of the existence of a biodiversity agreement under the Threatened Species Conservation Act 1995.

## **11. BUSH FIRE 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:

**Category 1 Type Vegetation**

**within 100m buffer around Category 1**

On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the EP&A Act 1979 and under Section 100B of the *Rural Fires Act 1997*.

## **12. PROPERTY VEGETATION PLANS**

## **NOTICE OF DISCLAIMER OF LIABILITY**

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Land to which this Certificate applies is not subject to a Property Vegetation Plan under the provisions of the *Native Vegetation Act 2003*.

**13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

Land to which this Certificate applies is not the subject of an order made under the *Trees (Disputes Between Neighbours) Act 2006*.

**14. DIRECTIONS UNDER PART 3A**

Land to which this Certificate applies is not subject to the above.

**15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

Land to which this Certificate applies is not subject to the above.

**16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

Land to which this Certificate applies is not subject to the above.

**17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

Land to which this Certificate applies is not subject to the above.

**18. MATTERS ARISING 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.

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**PART B**  
**ADDITIONAL INFORMATION PROVIDED PURSUANT TO**  
**SECTION 149(5) OF THE ENVIRONMENTAL PLANNING**  
**AND ASSESSMENT ACT 1979 (EP&A Act 1979)**

**NOTE:** When information pursuant to section 149(5) is requested Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 149(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

This advice is provided in accordance with Section 149(5) and 149(6) of the EP&A Act 1979:

The land is affected by a tree preservation control under Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation prescribed under clause 5.9 by a development control plan.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a Regional Environmental Plan, State Environmental Planning Policy or Blacktown Local Environmental Plan 2015, in which case the provisions of any such covenant, agreement or instrument may be overridden.

The *Commonwealth Environment Protection and Biodiversity Conservation Act 1999* provides protection for items of national significance. The Act requires a separate Commonwealth approval to be obtained where an action is likely to have significant impacts on items of national environmental significance. Items of national environmental significance include, amongst other things, nationally threatened animal and plant species and ecological communities. The Federal Department of the Environment should be contacted for further advice.

General Manager

Per: \_\_\_\_\_

End of Certificate

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## **Zone E2 Environmental Conservation**

### **1      Objectives of zone**

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

### **2      Permitted without consent**

Nil

### **3      Permitted with consent**

Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Information and education facilities; Kiosks; Recreation areas; Roads; Signage; Waterbodies (artificial)

### **4      Prohibited**

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

## **Zone R2 Low Density Residential**

### **1      Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow people to carry out a reasonable range of activities from their homes, where such activities are not likely to adversely affect the living environment of neighbours.
- To support the well-being of the community, by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.

### **2      Permitted without consent**

Home occupations

### **3      Permitted with consent**

- Bed and breakfast accommodation; Business identification signs;
- Child care centres; Community facilities; 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; Swimming pools;
- Veterinary hospitals.

### **4      Prohibited**

Any development not specified in item 2 or 3.

### **Zone SP2 Infrastructure**

**1 Objectives of zone**

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

**2 Permitted without consent**

Nil

**3 Permitted with consent**

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Earthworks; Environmental protection works; Flood mitigation works; Recreation areas; Recreation facilities (outdoor); Roads; Water recycling facilities; Waterbodies (artificial)

**4 Prohibited**

Any development not specified in item 2 or 3

12 November 2015

To whom it may concern

As a valued customer, we want to let you know that we are moving to a new Corporate Business System (computer system) after 20 years with our current system.

On 9<sup>th</sup> December we go live with the new system's Property and Rating Module, which includes all 149 zoning, 121ZP, 735A and Building Certificate processing.

As you can appreciate, in a Council of this size, the task is considerable. We have staff working very hard to ensure our customer service levels are maintained throughout this process. We will be working hard to make sure our processes are robust, and cater for your needs.

Please be aware of some important dates before the go live stage:

- Friday 27<sup>th</sup> November
  - All certificate applications must be lodged with Council and receipted by close of business i.e. 5:30pm
- Monday 30<sup>th</sup> November to Tuesday 8<sup>th</sup> December inclusive
  - We will accept applications during this period; however the initial processing will be put on hold as we have to create the applications in the new Corporate Business System for future processing once we go live.

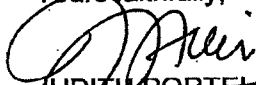
No urgent 149 zoning Certificates will be accepted from 30<sup>th</sup> November until further notice.

Standard processing timeframes will unfortunately not apply during this transition period. Once we are confident that the new Corporate Business System is running efficiently we will be able to reinstate the urgency process and our normal service delivery timeframes.

We apologise for any inconvenience this may cause. Please be assured that we are and will be working hard to ensure our service delivery is maintained as far as possible through the changeover period, and improved into the future under the new system.

If you would like to discuss this further, please feel free to call me or any of my Clerical Team on 9839 6000 or email me at [judith.portelli@blacktown.nsw.gov.au](mailto:judith.portelli@blacktown.nsw.gov.au).

Yours faithfully,

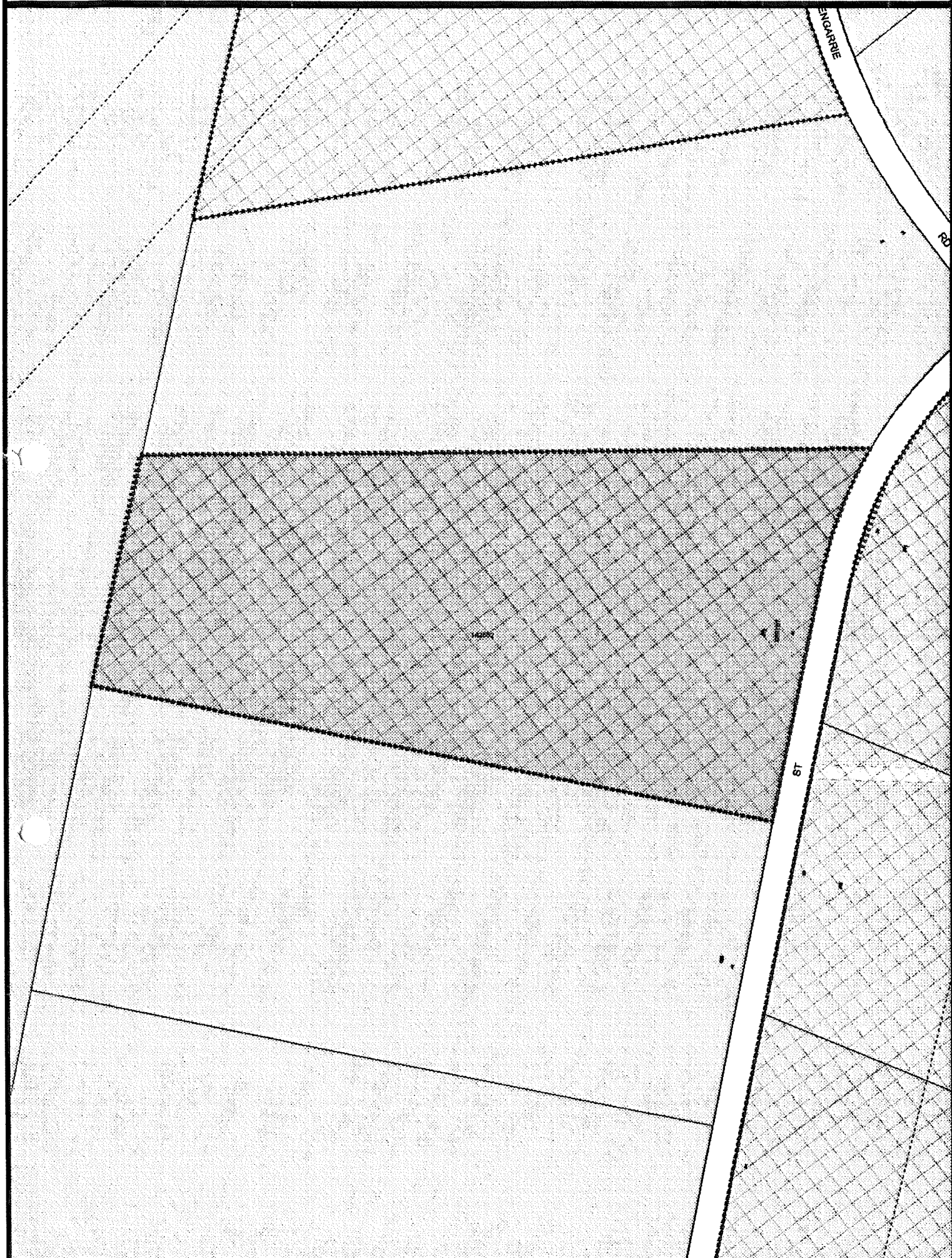


JUDITH PORTELLI

MANAGER DEVELOPMENT ASSESSMENT

**Council Chambers • 62 Flushcombe Road • Blacktown NSW 2148**  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • **DX** 8117 Blacktown  
**Email:** [council@blacktown.nsw.gov.au](mailto:council@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





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.