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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	**UPG 32 Pty Ltd ACN 610 452 296** **137 Gilba Road, Girraween, NSW 2145**	
vendor's solicitor	**Marc Hardman & Associates** **Level 1, 27 Hunter Street, Parramatta NSW 2150** **PO Box 227, Parramatta NSW 2124**	**Phone: 9633 1033** **Email:** **karen@hardmanassociates.com.au** **Fax: 9633 4936** **Ref: MH:KEH:200017**
date for completion	**28th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**Lot /84 Cranbourne Road, Riverstone, New South Wales 2765 also known as** **Registered Plan: Lot SP100714** **Folio Identifier /SP100714**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Duplex/Townhouse	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	**See Annexure hereto**	
exclusions		
purchaser		
purchaser's solicitor		**E:**
price	**$**	
deposit	**$**	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☒ yes

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

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

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

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.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: Universal Property Group Pty Ltd

Supplier's ABN: **98 078 297 748**

Supplier's GST branch address (if applicable):

Supplier's business address: **137 Gilba Road, Girraween, NSW 2145**

Supplier's email address: **bobby@bathla.com.au**

Supplier's phone number: **9636 2465**

Supplier's proportion of *GSTRW payment*: **7%**

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

Comfort Living Strata Management
Suite 1/52 Station St E, Harris Park NSW 2150

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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.

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**

2. **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

3. **There is NO COOLING OFF PERIOD:**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

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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.

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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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.

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6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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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*.

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13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

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

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

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

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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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.

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22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt 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

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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 or 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.

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28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

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31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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SPECIAL CONDITIONS

1. **SELLING AGENT.**

   The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of the agent's commission arising from this Contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

2. **NOTICES.**

   The parties hereto agree that fourteen (14) days shall be an adequate period for any notice required to be given under or relating to this Contract.

3. **PURCHASER ENQUIRIES.**

   Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

4. **DEATH, MENTAL INCAPACITY.**

   Should either party (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the other party may by notice in writing rescind this Contract whereupon the

provisions of clause 19 shall apply, provided that the rescinding party s not otherwise in default under this Contract.

5. **INCLUSIONS.**

Included in this sale of the subject premises are the Inclusions listed on the annexure hereto, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the Inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

6. **COMPLETION DATE.**

The Completion Date is the later of:

(a) Twenty-eight (28) days from and including the date of this Contract; or
(b) Fourteen (14) days from and including the date of service of an Occupation Certificate where such certificate is not annexed hereto.

7. **BUILDING DEFECTS WARRANTY**

7.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.

7.2 If any disagreement arises in connection with special condition 7.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there no such party then by the party or parties who the Expert determines is or are to bear the costs.

7.3 For the purposes of this special condition "Expert" shall mean a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor.

7.4 Except in the case of Major Defects (being a fault or faults which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable), the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which

may have appeared in the Property before completion, and is not entitled to delay completion for defects that are other than Major Defects.

8 **RELEASE OF DEPOSIT.**

The Deposit Holder is the vendor's solicitor.

Notwithstanding anything herein contained, the purchasers hereby authorize and directs the vendor's Solicitor or agent to release to the vendor, or as the vendor may direct, the deposit monies.

9 **INCONSISTANCY WITH PRINTED CLAUSES.**

In the event that the Special Conditions contained herein are in any way inconsistent with, or conflict with, the printed provisions of this Contract for sale, then the Special Conditions shall prevail.

10 **COMPLETION**

10.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

10.2 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of $330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

10.3 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

10.3.1 the purchaser must pay the Vendor interest on:

10.3.1.1 the balance of the price; and

10.3.1.2 any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

10.3.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.

10.4 Payment of interest in accordance with this Clause 10 is an essential term of this contract.

10.5 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

10.6 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice if served) is a reasonable period to allow for completion in that notice.

10.7 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum $165.00 inclusive of GST.

11. COUNCIL RATES, WATER RATES, LAND TAX, INSURANCE PREMIUMS

11.1 **Council Rates**-If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of $1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.

11.2 **Water Rates**- If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not issued, the vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of $500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.

11.3 **Land Tax**- The vendor and purchaser agree that the amount of $1,200.00 for the Lot shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land before Subdivision, or the Lot.

11.4 **Insurance premiums and Pre-paid maintenance contracts–** Strata Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the development of the Property will be out-goings for the purposes of calculating adjustments on settlement.

11.5 The Vendor must, on or before completion, pay or procure the payment of:

i. any assessment for council rates, and
ii. any assessment for water and sewerage rates

issued before completion for the Land before subdivision or for the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of rates.

11.6 (a) The Vendor discloses that any assessment of land tax is payable by an instalment arrangement with Revenue NSW and the vendor undertakes to make all instalment payments as they fall due.

(b) The purchaser agrees to accept at completion an undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of $1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The Purchaser agrees to complete this Contract notwithstanding that the Vendor is unable to provide a clear land tax certificate on or prior to completion.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 3 of the Conveyancing (Sale of Land) Regulation 2017 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31st December in the year immediately before the year of completion.

11.7 Clauses 23.13 and 23.14 are deleted.

12 SYDNEY WATER

12.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram of the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out

all times with the approval of Sydney Water and this warranty shall not merge on completion.

12.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with the warranty in clause 12.1.

12.3 Completion is not subject to or conditional upon the Vendor providing any updated diagram form Sydney Water.

13. GST

The purchase price includes GST and the Vendor may not make any additional charge on account of GST.

The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.

The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.

For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

14. DEPOSIT

The Deposit is ten percent (10%) of the Price.

14.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:

14.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.

14.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".

14.3 Not withstanding the provisions of the Contract the Vendor will accept on exchange of contracts a bank guarantee or deposit bond for the deposit in the place of cash payment. Such guarantee or deposit bond

must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

15. SMOKE ALARM

15.1 For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

(a) this contract relates to land on which a building is situated;
(b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
(c) the building complies with this requirement.

15.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

16. PURCHASER'S REQUISITIONS ON TITLE

16.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

16.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

17. AMENDMENTS TO PRINTED CONDITIONS

The Printed Conditions shall be amended in the following manner:

17.1 In Clause 7.1.1. "5%" is replaced with "1%";

17.2 Clause 7.1.3 is replaced with: "the purchaser does not serve notice waiving the claims within five (5) days after that service, and"

17.3 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of: "

17.4 Clauses 15, 14.4.2; 16.8, 23.9, 23.13, 23.14 and 28 are deleted;

17.5 the words "plus another 20% of that fee" are deleted from the end of clause 16.5.

18. RESCISSION BY THE VENDOR

Should the Purchaser (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the Vendor may by notice in writing rescind this Contract whereupon the provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

19. TERMINATION BY THE VENDOR

Should the Purchaser (or either of them if more than one) be declared bankrupt prior to the date of completion of this Contract, then the Vendor may by notice in writing terminate this Contract whereupon the provisions of clause 9 shall apply.

20. GUARANTEE FOR CORPORATE BUYER

In consideration of the Vendor contracting with the corporate Purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

SIGNED by the guarantors in the presence of:	))	
		_____ Signature
_____ Signature of Witness		
_____ Print Name of Witness		

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: UPG 32 PTY LTD
Purchaser:
Property: Lot /133-137 Kensington Park Road, Riverstone
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

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

Affectations, notices and claims

19. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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

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REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY
REQUISITONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
11. Noted
12. Subject to contract
13. Noted
14. No
15. (a) Yes
    (b) – (c) No
    (d) Subject to contract
    (e) Subject to Contract
16. No
17. Not applicable
18. (a) Not applicable
    (b) – (c) No
19. No
20. No
21.- 22 Not applicable
23. No
24. Not applicable
25. To be provided at completion
26. Not agreed, to be provided prior to completion
27.- 28. Subject to contract
29. Noted

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100714

SEARCH DATE	TIME	EDITION NO	DATE
1/12/2020	11:01 AM	1	1/12/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100714
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100714

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100714
ADDRESS FOR SERVICE OF DOCUMENTS:
84 CRANBOURNE STREET, RIVERSTONE 2765

SECOND SCHEDULE (18 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 C984065 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 J808757 EASEMENT FOR TRANSMISSION LINE 60.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 H955008 EASEMENT FOR TRANSMISSION LINE 60.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
7 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
8 DP1254691 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
9 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
10 DP1254691 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
11 DP1254691 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP1254691 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

13 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
14 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
15 DP1254691 EASEMENT FOR PADMOUNT SUBSTATION 3.35 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16 DP1254691 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17 SP100714 POSITIVE COVENANT
18 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 55

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100714

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	124	2	124	3	133	4	124
5	124	6	122	7	122	8	122
9	122	10	122	11	122	12	124
13	124	14	124	15	124	16	124
17	124	18	126	19	126	20	122
21	122	22	122	23	122	24	122
25	122	26	122	27	122	28	122
29	122	30	122	31	122	32	122
33	122	34	131	35	131	36	131
37	131	38	131	39	124	40	124
41	124	42	124	43	124	44	124
45	135	46	124	47	124	48	133
49	133	50	133	51	135	52	135
53	133	54	133	55	3218		

NOTATIONS

DP1232418 PLAN OF ACQUISITION (ROADS ACT, 1993)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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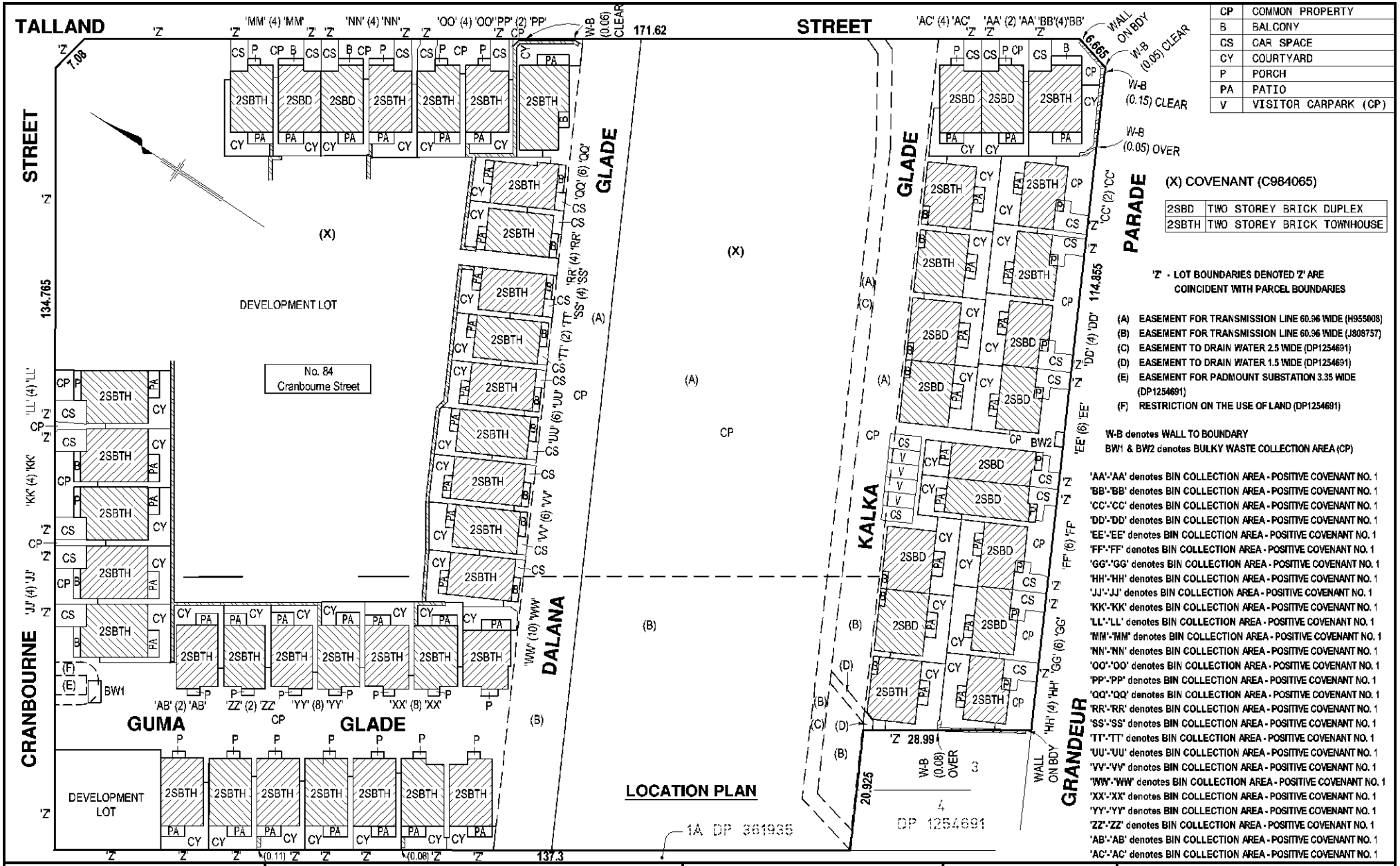

CP	COMMON PROPERTY
B	BALCONY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
V	VISITOR CARPARK (CP)

Surveyor:
MICHAEL J. DARK
Date: 22-10-2020
Surveyor's Ref: 6615 - 1

PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691

L G A: BLACKTOWN
Locality: RIVERSTONE
Reduction Ratio 1:600
Lengths are in metres.

REGISTERED
30.11.2020

SP 100714

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:1 of 17
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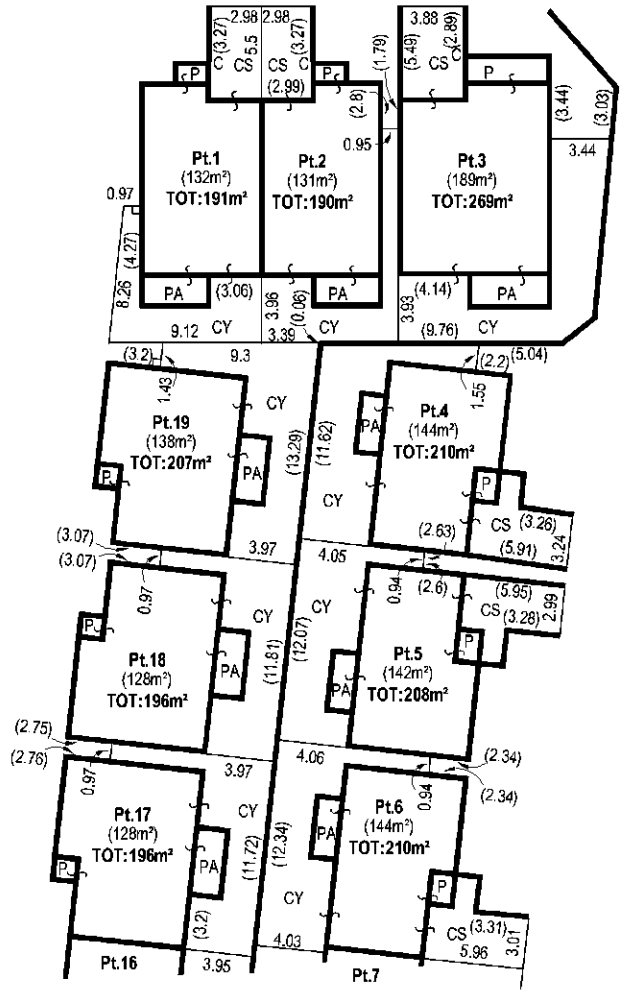

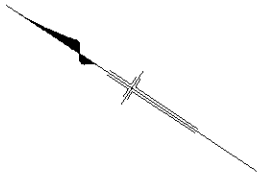

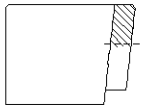

KEY PLAN

PROLONGATION OF FACE OF COLUMN OR WALL

RIGHT ANGLE

NOTES:

1. THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY
4. THE STRUCTURE OF ALL FENCING, RETAINING WALLS AND PLANTER BOXES WITHIN ALL LOTS IS COMMON PROPERTY
5. CONCRETE PATHS AND SLABS WITHIN THE COURTYARDS ARE COMMON PROPERTY
6. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
7. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
8. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SEE PAGE 3 FOR CONTINUATION

GROUND FLOOR - PART 1 OF 5

C	VISIBLE CORNER
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

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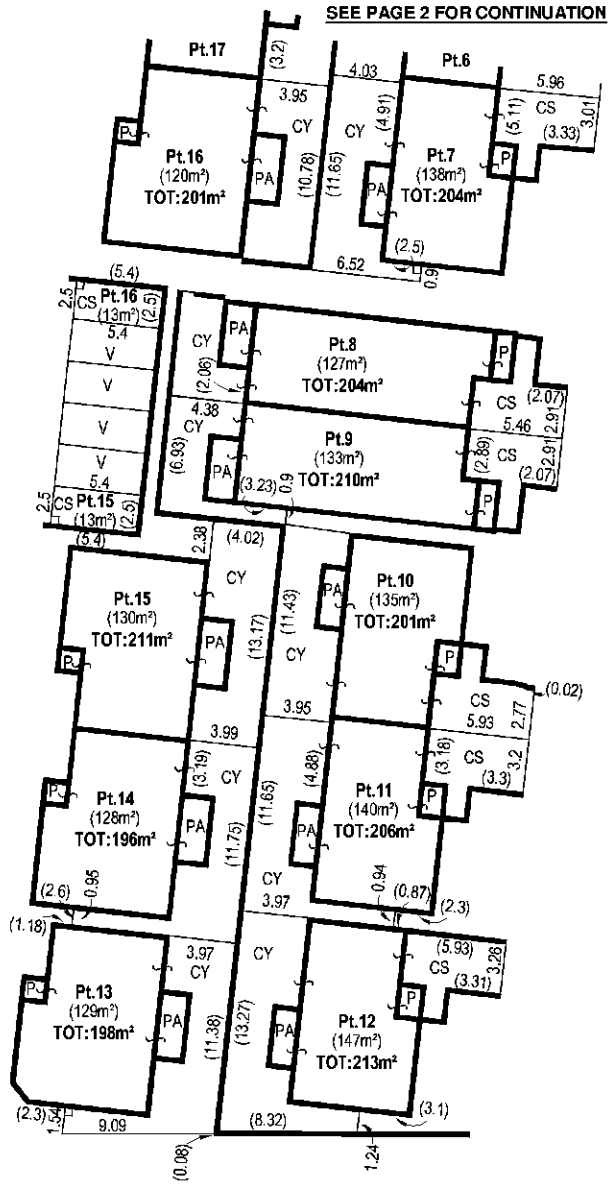
SEE PAGE 2 FOR CONTINUATION



GROUND FLOOR - PART 2 OF 5

PROLONGATION OF FACE OF COLUMN OR WALL

RIGHT ANGLE

NOTES:

1. 1.THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY
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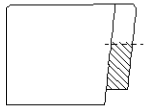

KEY PLAN

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
V	VISITOR CARPARK (CP)

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

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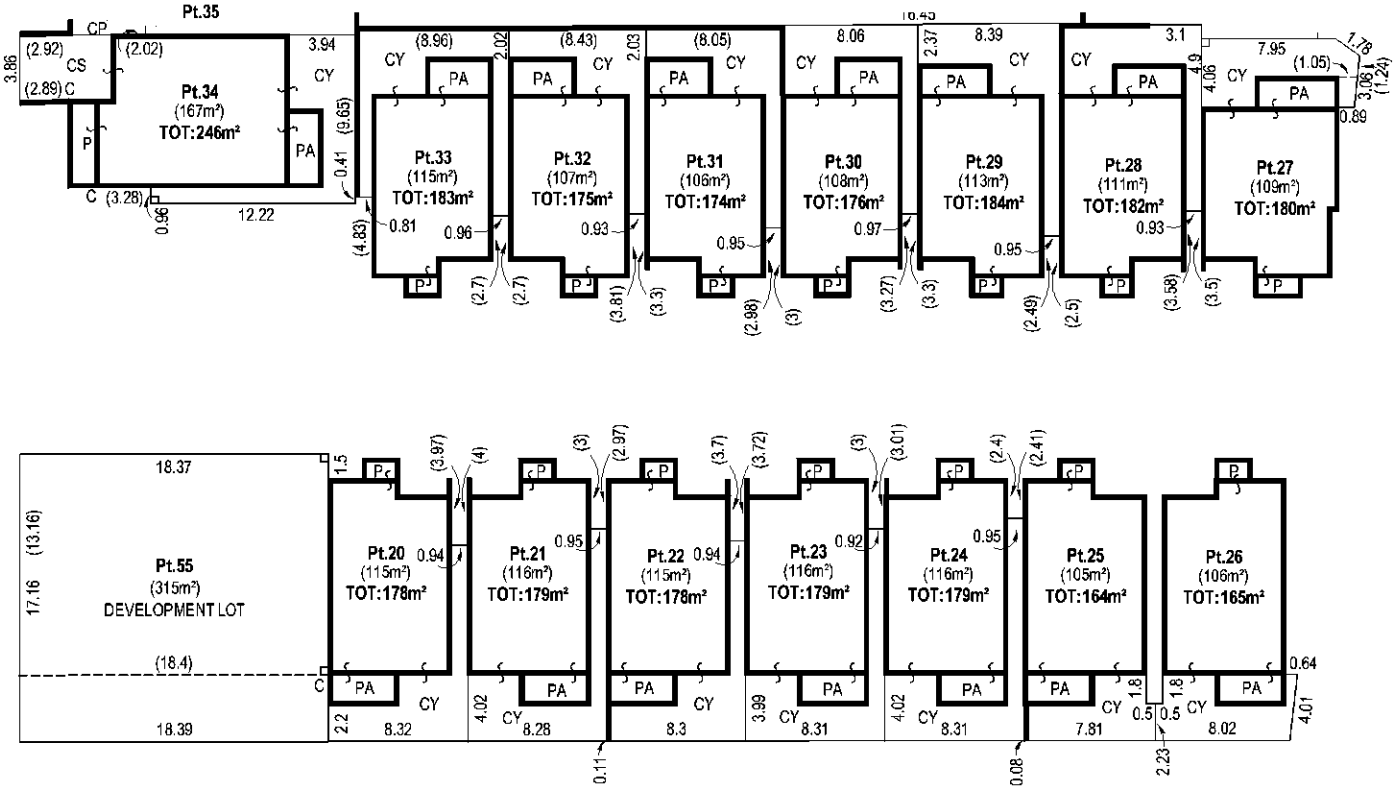
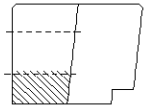
SEE PAGE 5 FOR CONTINUATION



GROUND FLOOR - PART 3 OF 5



KEY PLAN

NOTES:

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2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
3. THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY
4. THE LIMIT OF THE STRATUM OF LOT 55 IS 50 BELOW AND 50 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF LOT 35
5. THE STRUCTURE OF ALL FENCING, RETAINING WALLS AND PLANTER BOXES WITHIN ALL LOTS IS COMMON PROPERTY
6. CONCRETE PATHS AND SLABS WITHIN THE COURTYARDS ARE COMMON PROPERTY
7. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
8. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
9. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

PROLONGATION OF FACE OF COLUMN OR WALL

RIGHT ANGLE

CP	COMMON PROPERTY
C	VISIBLE CORNER
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

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PROLONGATION OF FACE OF COLUMN OR WALL

RIGHT ANGLE

SEE PAGE 6 FOR CONTINUATION

NOTES:

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4. THE LIMIT OF THE STRATUM OF LOT 55 IS 50 BELOW AND 50 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF LOT 35
5. THE STRUCTURE OF ALL FENCING, RETAINING WALLS AND PLANTER BOXES WITHIN ALL LOTS IS COMMON PROPERTY
6. CONCRETE PATHS AND SLABS WITHIN THE COURTYARDS ARE COMMON PROPERTY
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SEE PAGE 4 FOR CONTINUATION

GROUND FLOOR - PART 4 OF 5

KEY PLAN

CP	COMMON PROPERTY
C	VISIBLE CORNER
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

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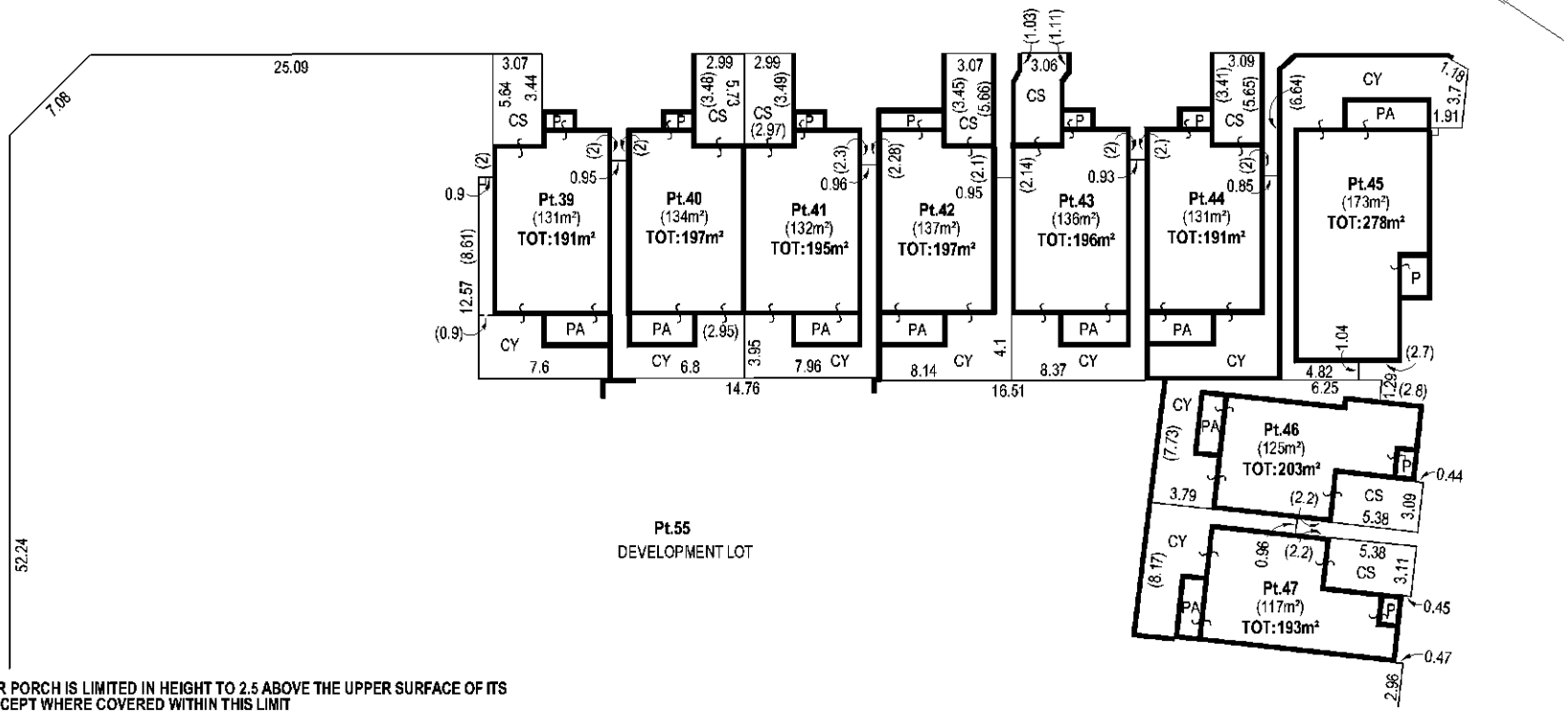
PROLONGATION OF FACE OF COLUMN OR WALL

RIGHT ANGLE



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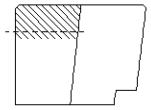
SEE PAGE 5 FOR CONTINUATION

GROUND FLOOR - PART 5 OF 5



KEY PLAN

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

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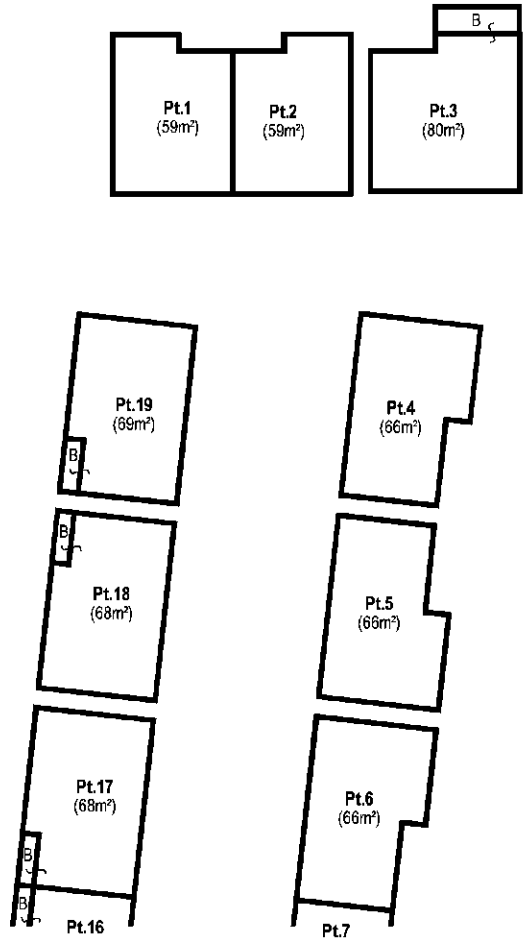

SEE PAGE 8 FOR CONTINUATION

NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING A OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR - PART 1 OF 5

KEY PLAN

B	BALCONY

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:7 of 17
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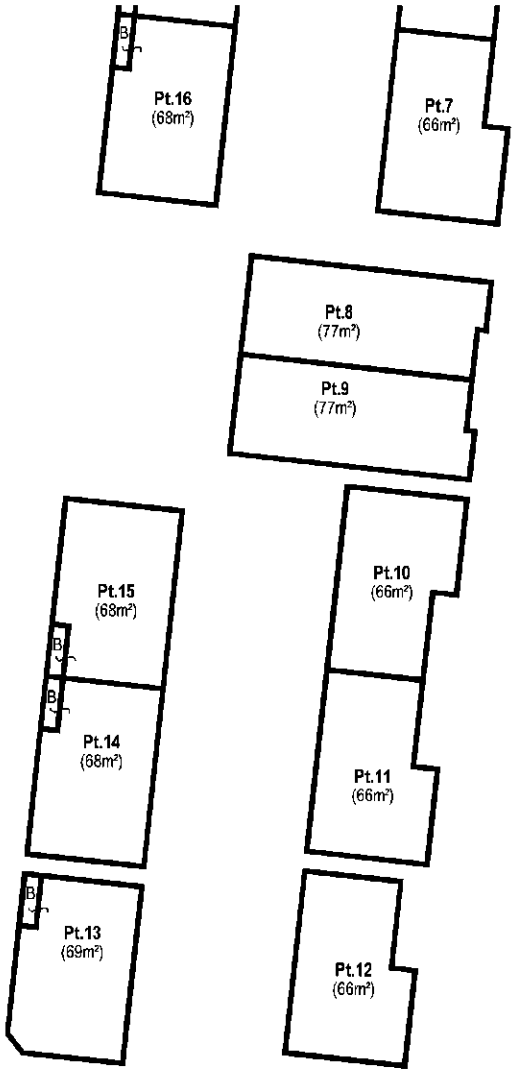
SEE PAGE 7 FOR CONTINUATION



NOTES:-

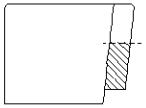
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY SERVICE LINE WITHIN ONE LOT SERVICING A OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR - PART 2 OF 5



KEY PLAN

B	BALCONY

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Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:8 of 17
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SEE PAGE 10 FOR CONTINUATION

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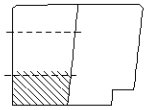
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR - PART 3 OF 5



KEY PLAN

B	BALCONY

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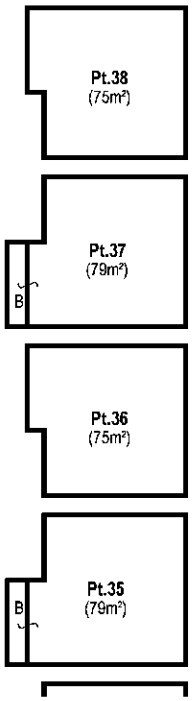
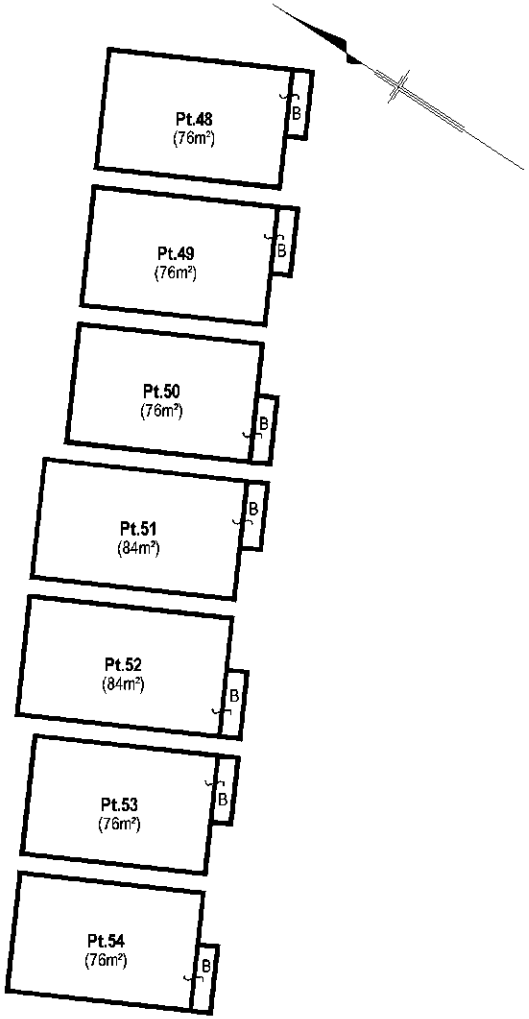
SEE PAGE 11 FOR CONTINUATION





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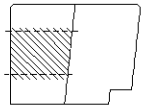
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SEE PAGE 9 FOR CONTINUATION



KEY PLAN

FIRST FLOOR - PART 4 OF 5

B	BALCONY

Surveyor: MICHAEL J. DARK Date: 22-10-2020 Surveyor's Ref: 6615 - 1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:300 Lengths are in metres.	REGISTERED 30.11.2020	SP 100714

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:10 of 17
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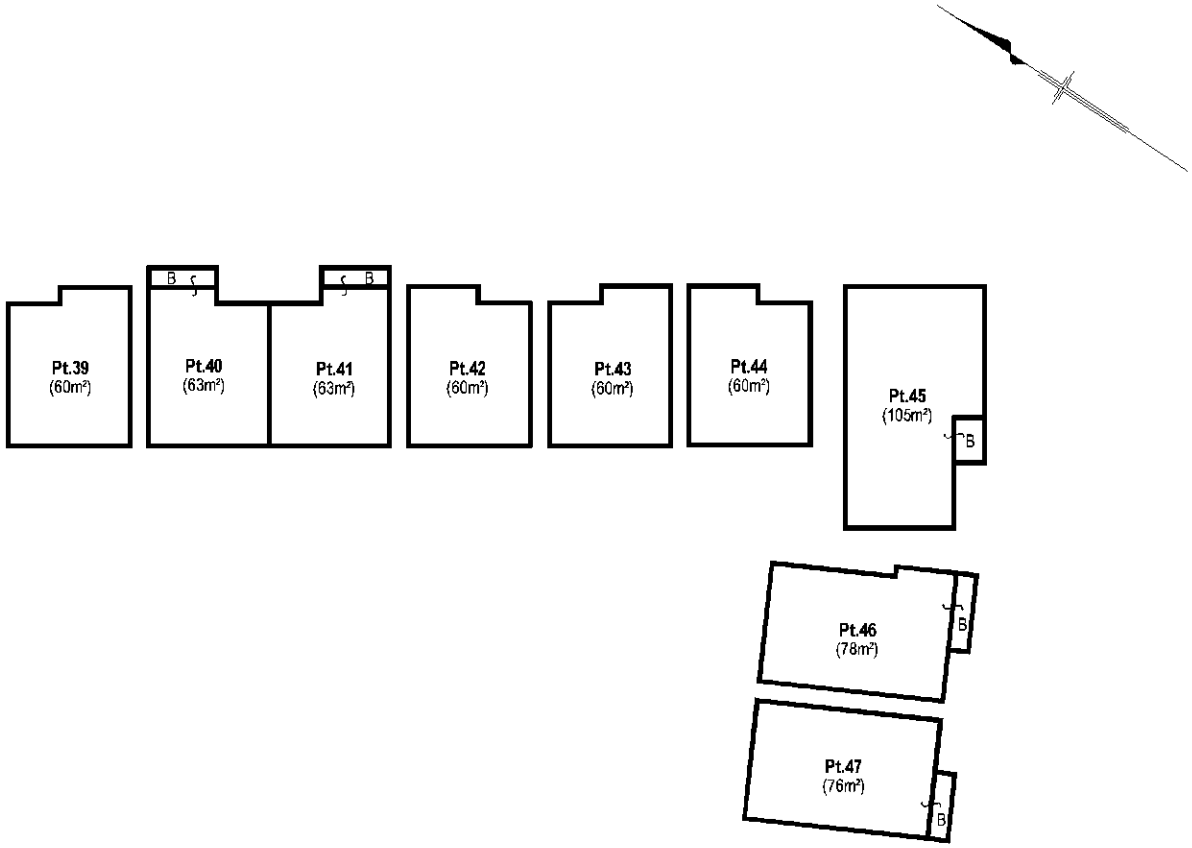

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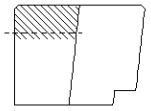
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR - PART 5 OF 5



KEY PLAN

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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheets

Office Use Only	Office Use Only
Registered: 30.11.2020	SP100714
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1254691	LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND

This is a freehold Strata Scheme

Address for Service of Documents

84 CRANBOURNE STREET
RIVERSTONE NSW 2765

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I , MICHAEL J. DARK
of SDG Land Development Solutions
Suite 1, 3 Railway Street Baulkham Hills NSW 2153,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public place~~

*(b) ~~land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~ .....

Signature: .....

Date: 22/10/2020

Surveyor ID: 8949

Surveyor's Reference: 6615-1

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Registered Certifier)

I Andrew Symonds being a Registered Certifier, registration number BDC 1837, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015.*

*(a) This plan is part of a development scheme.

~~*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

~~*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015.*~~

Certificate Reference: 16205

Relevant Planning Approval No.: CDC 16204

issued by: ANDREW SYMONDS

Signature: .....

Date: 25 NOVEMBER 2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

ePlan

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 30.11.2020

Office Use Only

SP100714

VALUER'S CERTIFICATE

I, Paul Michael Woodbury ..... of woodburyAU .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.....
Class of membership: Fellow (FAPI).....
Membership number: 68091.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 24 November 2020 ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: PMWoodbury ..... Date 24 November 2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	124	20	122	39	124
2	124	21	122	40	124
3	133	22	122	41	124
4	124	23	122	42	124
5	124	24	122	43	124
6	122	25	122	44	124
7	122	26	122	45	135
8	122	27	122	46	124
9	122	28	122	47	124
10	122	29	122	48	133
11	122	30	122	49	133
12	124	31	122	50	133
13	124	32	122	51	135
14	124	33	122	52	135
15	124	34	131	53	133
16	124	35	131	54	133
17	124	36	131	55	3218
18	126	37	131	Aggregate	10000
19	126	38	131		

Surveyor's Reference: 6615-1

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:14 of 17
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheets

Office Use Only

Registered: 30.11.2020

Office Use Only

SP100714

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT No.	Address Number	Road Name	Road Type	Locality Name
CP	84	Cranbourne	Street	Riverstone
1	38	Talland	Street	Riverstone
2	40	Talland	Street	Riverstone
3	42	Talland	Street	Riverstone
4	76	Grandeur	Parade	Riverstone
5	78	Grandeur	Parade	Riverstone
6	80	Grandeur	Parade	Riverstone
7	82	Grandeur	Parade	Riverstone
8	84	Grandeur	Parade	Riverstone
9	86	Grandeur	Parade	Riverstone
10	88	Grandeur	Parade	Riverstone
11	90	Grandeur	Parade	Riverstone
12	92	Grandeur	Parade	Riverstone
13	15	Kalka	Glade	Riverstone
14	13	Kalka	Glade	Riverstone
15	11	Kalka	Glade	Riverstone
16	9	Kalka	Glade	Riverstone
17	7	Kalka	Glade	Riverstone
18	5	Kalka	Glade	Riverstone
19	3	Kalka	Glade	Riverstone
20	6	Guma	Glade	Riverstone
21	8	Guma	Glade	Riverstone
22	10	Guma	Glade	Riverstone
23	12	Guma	Glade	Riverstone
24	14	Guma	Glade	Riverstone
25	16	Guma	Glade	Riverstone
26	18	Guma	Glade	Riverstone
27	15	Guma	Glade	Riverstone
28	13	Guma	Glade	Riverstone
29	11	Guma	Glade	Riverstone
30	9	Guma	Glade	Riverstone
31	7	Guma	Glade	Riverstone
32	5	Guma	Glade	Riverstone
33	3	Guma	Glade	Riverstone

Surveyor's Reference: 6615-1

ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheets

Office Use Only	Office Use Only
Registered: 30.11.2020	SP100714

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LOT No.	Address Number	Road Name	Road Type	Locality Name
34	86	Cranbourne	Street	Riverstone
35	88	Cranbourne	Street	Riverstone
36	90	Cranbourne	Street	Riverstone
37	92	Cranbourne	Street	Riverstone
38	94	Cranbourne	Street	Riverstone
39	8	Talland	Street	Riverstone
40	10	Talland	Street	Riverstone
41	12	Talland	Street	Riverstone
42	14	Talland	Street	Riverstone
43	16	Talland	Street	Riverstone
44	18	Talland	Street	Riverstone
45	20	Talland	Street	Riverstone
46	2	Dalana	Glade	Riverstone
47	4	Dalana	Glade	Riverstone
48	6	Dalana	Glade	Riverstone
49	8	Dalana	Glade	Riverstone
50	10	Dalana	Glade	Riverstone
51	12	Dalana	Glade	Riverstone
52	14	Dalana	Glade	Riverstone
53	16	Dalana	Glade	Riverstone
54	18	Dalana	Glade	Riverstone
55	84	Cranbourne	Street	Riverstone

This plan is subject to a strata development contract which is filed with the strata plan.

Surveyor's Reference: 6615-1

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:16 of 17
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheets

Office Use Only	Office Use Only
Registered: 30.11.2020	SP100714

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

EXECUTED by)
UPG 32 Pty Limited)
ACN 610 452 296)
in accordance with s127 of)
the Corporations Act 2001)

Bhart Bhushan
Sole Director/Secretary

Surveyor's Reference: 6615-1

Req:R048904 /Doc:SP 0100714 P /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:17 of 17
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheets

Office Use Only	Office Use Only
Registered: 30.11.2020	SP100714

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

EXECUTED by Alceon Finance Pty Limited ACN 159 670 158 in accordance with s127 of the Corporations Act 2001	)))))	..... (Signature) **Trevor Loewensohn** ..... (Print Name) Director	..... (Signature) **Melanie Hedges** ..... (Print Name) ~~Director~~/Secretary

Surveyor's Reference: 6615-1

Req:R048905 /Doc:SP 0100714 B /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:1 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

Plan: **SP100714**

Plan of subdivision of Lot 1 in DP1254691 covered by Strata Certificate No. 16205 dated 25/11/2020

Full name and address of the owner of the land:

UPG 32 Pty Ltd
137 Gilba Road
GIRRAWEEN NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-55 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Req:R048905 /Doc:SP 0100714 B /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:2 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan: **SP100714**

Plan of subdivision of Lot 1 in DP1254691
covered by Strata Certificate No. 16205 dated 25/11/2020

PART 2

1. Terms of Positive Covenant numbered 1 in the plan

1.1 **Bin** includes any receptacle for waste
Waste includes garbage, recyclable material and green waste

1.2 The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority under section 88E of the Conveyancing Act 1919 to do the following:

a) store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
b) place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
c) collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place;
d) place whitegoods and large household items in the communal bulky waste collection area, designated on the plan for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items;
e) The Owner of the lot burdened acknowledges that the bin storage area will accommodate the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area.
f) release the Prescribed Authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

1.3 In this positive covenant, bin collection areas on public road means the area between the kerb line and the boundary. Bin collection areas on private road means the area at the edge of the pavement. These areas are denoted on the plan and are tabulated below.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Req:R048905 /Doc:SP 0100714 B /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:3 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

Plan: **SP100714**

Plan of subdivision of Lot 1 in DP1254691
covered by Strata Certificate No. 16205 dated 25/11/2020

PART 2

Bin Collection Area	Lots Burdened
'AA'-'AA'	1
'BB'-'BB'	2 & 3
'CC'-'CC'	4
'DD'-'DD'	5 & 6
'EE'-'EE'	7, 16 & 17
'FF'-'FF'	13, 14 & 15
'GG'-'GG'	8, 9 & 10
'HH'-'HH'	11 & 12
'JJ'-'JJ'	34 & 35
'KK'-'KK'	36 & 37
'LL'-'LL'	38
'MM'-'MM'	39 & 40
'NN'-'NN'	41 & 42
'OO'-'OO'	43 & 44
'PP'-'PP'	45
'QQ'-'QQ'	46
'RR'-'RR'	47
'SS'-'SS'	48
'TT'-'TT'	49
'UU'-'UU'	50 & 51
'VV'-'VV'	52 & 53
'WW'-'WW'	24, 25, 26, 27 & 54
'XX'-'XX'	22, 23, 28 & 29
'YY'-'YY'	20, 21, 30 & 31
'ZZ'-'ZZ'	32
'AB'-'AB'	33
'AC'-'AC'	18 & 19

Bulky Waste Collection Area	Lots Burdened
BW1	20-55
BW2	1-19

1.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Name of Authority having the power to release, vary or modify the Positive Covenant numbered 1 in the plan is **Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Req:R048905 /Doc:SP 0100714 B /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:02-Dec-2020 12:34 /Seq:4 of 6
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: SP100714

Plan of subdivision of Lot 1 in DP1254691 covered by Strata Certificate No. 18205 dated 25/11/2020

PART 2

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

Signature of Authorised Officer

Judith Portelli
Manager Development Assessment
BLACKTOWN CITY COUNCIL

Name of Authorised Officer

Judith Portelli
Manager Development Assessment
BLACKTOWN CITY COUNCIL

Position of Authorised Officer

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

Signature of Witness

Kristy-lee Bulloch

Name of Witness

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

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan: SP100714

Plan of subdivision of Lot 1 in DP1254691
covered by Strata Certificate No. 16205 dated 25/11/2020

PART 2

EXECUTED by)
UPG 32 Pty Limited)
ACN 610 452 296)
in accordance with s127 of)
the Corporations Act 2001)

Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan: SP100714

Plan of subdivision of Lot 1 in DP1254691 covered by Strata Certificate No. 16205 dated 23/11/2020

PART 2

Consent of Mortgagee

EXECUTED by Alceon Finance Pty Limited ACN 159 670 158 in accordance with s127 of the Corporations Act 2001	)	..... (Signature)	..... (Signature)
		Trevor Loewensohn	Melanie Hedges
		..... (Print Name) Director	..... (Print Name) ~~Director/~~Secretary

REGISTERED	30.11.2020

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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ePlan

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Office Use Only Registered: 30.11.2020	Office Use Only SP100714	

Instrument setting out the details of by-laws to be created upon registration of a strata plan

Lot 1
84 Cranbourne Street
RIVERSTONE 2765

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1. Purpose of the by-laws

The by-laws regulate the day to day management and operation of the building by conferring rights and imposing obligations on the owners and occupiers of the lots.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in the building.

The by-laws are designed to maintain the quality of the building and operate to enhance everyone's use and enjoyment of their lot and the common property, while balancing the rights of the owners and occupiers of apartments and commercial lots.

2. Who must comply with the by-laws?

Owners and occupiers of apartments and their guests and the owners corporation must comply with the by-laws.

3. Common Property Rights by-laws

3.1 Purpose of the common property rights by-law

To give the owners and occupiers of a lot exclusive rights to and privileges over part of the common property. To more fairly apportion the costs for maintaining, repairing and replacing common property, the owners benefited by a common property rights by-law are responsible for the proper maintenance of and for keeping in a state of good and serviceable repair, the common property to which the common property rights by-law refers. In the event that more than one owner benefits from a common property rights by-law, then all owners benefited must contribute to the cost of such maintenance and upkeep of the common property.

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3.2 How to change a common property rights by-law

The owners corporation may amend or cancel a common property rights by-law only by special resolution and with the written consent of the owner of each lot which benefits from the common property rights by-law.

3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of a common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the common property rights by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies and principal certifying authorities to comply with the obligations of the owner under the common property rights by-law.

3.4 Repairing damage

The owner of a lot which has the benefit of a common property rights by-law must repair damage cause by exercising rights under the common property rights by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of a common property rights by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the common property rights by-law.

3.6 Additional insurances

In addition to their obligations under these by-laws, the owner of each lot which has the benefit of a common property rights by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's right under the by-law.

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4. Requirements if you lease your lot

If you lease or license your lot, you must:

1. Provide your tenant or licensee with an up-to-date copy of the by-laws and the strata development contract;
2. Ensure that your tenant or licensee and their visitors comply with the by-laws; and
3. Take all action available to you, including action under the lease or licence agreement, to make them comply or leave the building.

5. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

6. Changes to common property

An owner or person authorised by an owner may install, without the consent of the owners corporation:

1. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
2. any screen or other device to prevent entry of animals or insects on the lot, or
3. any structure or device to prevent harm to children.

Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

1. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

The owner of a lot must:

a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

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b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot

7. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
2. use for his or her own purposes as a garden any portion of the common property.

8. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

9. Keeping of Animals

9.1 Subject to this by-law:

If you are the owner or occupier of an apartment or a commercial lot you may keep:

1. Fish in an indoor aquarium; or
2. 1 (one) caged bird; or
3. 1 (one) cat; or
4. 1 (one) dog ; or
5. An assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

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9.2 When will you need consent?

You must have consent from the owners corporation to keep other types or numbers of animals not approved under this by-law The owners corporation must not unreasonably withhold its consent and must give an owner or occupier written reasons for any refusal to grant approval.

9.3 Obligations of owners in notifying the owners corporation

An owner or occupier of a lot who keeps an assistance animal on the lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

An owner or occupier of a lot must give the owners corporation written notice of all animals that are being kept on the lot not later than 14 days after the animal commences to be kept on the lot

9.4 Keeping an animal register

The owners corporation must keep a register of all animals kept on all lots

9.5 Keeping of Dogs

If you are the owner or occupier of an apartment or a commercial lot and you keep a dog:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It cannot be a restricted or dangerous dog as set out in the Companion Animals Act 1998 (NSW)
3. It must be de-sexed

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9.6 Keeping of Cats

If you are the owner or occupier of an apartment or a commercial lot and you keep a cat:

1. It must be registered and micro chipped as set out in the Companion Animals Act 1998 (NSW)
2. It must be de-sexed

9.7 Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (e.g. to transport it out of the building), you must retrain it (e.g. by leash or pet cage) and control it at all times.

9.8 Your responsibilities

You are responsible for:

1. Keep the animal within your lot and
2. Any noise your animal makes which causes unreasonable disturbance; and
3. Damage to or loss of property or injury to any person caused by your animal; and
4. To clean up after your animal

9.9 Your visitors

You must not allow your visitors to bring animals into the building unless the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

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9.10 Conditions for keeping an animal

The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

1. It becomes offensive, vicious, aggressive, noisy or a nuisance to other owners or occupiers;
2. Your animal unreasonably interferes with the peace, comfort, or convenience of any person in any other lot of the strata scheme
3. You do not comply with your obligations under this by-law;
4. You breach a condition made by the owners corporation when it gave you consent to keep the animal

10. Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

11. Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
    a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
    b. without limiting paragraph (a), that invitees comply with clause (1).

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12. Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

13. Smoke penetration

1. An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
   a. in an area designated as a smoking area by the owners corporation, or
   b. with the written approval of the owners corporation.
2. A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
3. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

14. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

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15. Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

17. Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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18. Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
2. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
3. In this by-law:

'washing' includes any clothing, towel, bedding or other article of a similar type.

19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
    a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
    b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within their area designated for collection 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
7. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
8. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

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9. The owners corporation is responsible for ensuring that clear access is provided to waste collection trucks entering the property.
10. Residents are only permitted to place whitegoods and other bulky waste items in the communal bulky waste storage area no earlier than 48 hours before the scheduled date allocated by the Prescribed Authority for the collection of such items. It is the responsibility of the owners corporation (and at their cost) to transfer these items to the nature strip for collection no earlier than the night before the schedule date allocated by the Prescribed Authority. If discarded items fail to comply or the communal collection point is poorly managed, it is the responsibility of the owners corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
11. No bulky waste items are permitted to be presented to a perimeter street frontage unless it belongs to an individual lot that has suitable truck access for a heavy rigid vehicle.
12. In this by-law:

'bin' includes any receptacle for waste.

'waste' includes garbage and recyclable material.

20. Change in use or occupation of lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
    a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
    b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21. Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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22. Responsibility of maintenance, repair or replacement

Clause 22 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

22.1 Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a)	columns and railings
	b)	doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
	c)	balcony ceilings (including painting)
	d)	security doors, other than those installed by an owner after registration of the strata plan
	e)	original tiles and associated waterproofing, affixed at the time of registration of the strata plan
	f)	common wall fencing, shown as a thick line on the strata plan
	g)	dividing fences on a boundary of the strata parcel that adjoin neighbouring land
	h)	awnings within common property outside the cubic space of a balcony or courtyard
	i)	walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property
	j)	that part of a tree which exists within common property
2. Ceiling/Roof	a)	false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility)
	b)	plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility)
	c)	guttering
	d)	membranes

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3. Electrical	a) air conditioning systems serving more than one lot b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller c) fuses and fuse board in meter room d) intercom handset and wiring serving more than one lot e) electrical wiring serving more than one lot f) light fittings serving more than one lot g) power point sockets serving more than one lot h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*) i) telephone, television, internet and cable wiring within common property walls j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property k) lifts and lift operating systems
4. Entrance door	a) original door lock or its subsequent replacement b) entrance door to a lot including all door furniture and automatic closer c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	a) original floorboards or parquetry flooring affixed to common property floors b) mezzanines and stairs within lots, if shown as a separate level in the strata plan c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

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6. General	a) common property walls b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) c) any door in a common property wall (including all original door furniture) d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan f) ducting cover or structure covering a service that serves more than one lot or the common property g) ducting for the purposes of carrying pipes servicing more than one lot h) exhaust fans outside the lot i) hot water service located outside of the boundary of any lot or where that service serves more than one lot j) letter boxes within common property k) swimming pool and associated equipment
7. Parking/Garage	a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	a) floor drain or sewer in common property b) pipes within common property wall, floor or ceiling c) main stopcock to unit d) storm water and on-site detention systems below ground

9. Windows	a) windows in common property walls, including window furniture, sash cord and window seal b) insect-screens, other than those installed by an owner after the registration of the strata plan c) original lock or other lock if subsequently replacement by the owners corporation

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22.2 Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	a) air conditioning systems, whether inside or outside of a lot, which serve only that lot b) fuses and fuse boards within the lot and serving only that lot c) in-sink food waste disposal systems and water filtration systems d) electrical wiring in non-common property walls within a lot and serving only that lot e) light fittings, light switches and power point sockets within the lot serving only that lot f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot g) telephone, television, internet and cable service and connection sockets h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	a) door locks additional to the original lock (or subsequent replacement of the original lock) b) keys, security cards and access passes
5. Floor	a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan b) lacquer and staining on surface of floorboards or parquetry flooring c) internal carpeting and floor coverings, unfixed floating floors d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

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6. General	a) internal (non-common property) walls b) paintwork inside the lot (including ceiling and entrance door) c) built in wardrobes, cupboards, shelving d) dishwasher e) stove f) washing machine and clothes dryer g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) h) internal doors (including door furniture i) skirting and architraves on non-common property walls j) tiles and associated waterproofing affixed to non-common property walls k) letterbox within a lot l) pavers installed within the lot's boundaries m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	a) garage door remote controller b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary c) light fittings inside the lot where the light is used exclusively for the lot d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies
8. Plumbing	a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall b) pipes and 'S' bend beneath sink, laundry tub or hand basin c) sink, laundry tub and hand basin d) toilet bowl and cistern e) bath f) shower screen g) bathroom cabinet and mirror h) taps and any associated hardware
9. Windows	a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) b) locks additional to the original (or any lock replaced by an owner) c) window lock keys

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23. Signatures Page

EXECUTED by)
UPG 32 Pty Limited)
ACN 610 452 296)
in accordance with s127 of)
the Corporations Act 2001)

.....
Bhart Bhushan
Sole Director/Secretary

EXECUTED by)
Alceon Finance Pty Limited)
ACN 159 670 158)
in accordance with s127 of)
the Corporations Act 2001)

.....	.....
(Signature)	(Signature)
Trevor Loewensohn	**Melanie Hedges**
.....	.....
(Print Name)	(Print Name)
Director	Director/Secretary

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STRATA DEVELOPMENT CONTRACT – STRATA PLAN No. 100714

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages.

Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 55 (inclusive) (including Development Lot 55);
- upon registration of Stage 1 it is intended to create Development Lot 55.

The development scheme as provided for in this Strata Development Contract will conclude on the date being 10 years from the date of registration of this Strata Development Contract.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

The developer has the right to occupy the following parts of the Common Property in order to carry out the development: that part of the Common Property comprising a private road known as Guma Glade.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015* (NSW).

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STAGE 2

Warranted Development – proposed development subject to a warranty

There is no Warranted Development in this stage.

Authorised Proposals – proposed development not subject to a warranty

(a) **Description of development**

Type of buildings:	Two storey townhouses
Proposed uses:	Residential
Proposed building style, height and density	This information is depicted by the Stage 2 Concept Plan attached to this Contract

(b) **Common Property Amenities**

The Common Property Amenities are two private roads known as Guma Glade and Koara Glade together with a walkway.

(c) **Schedule of Commencement and Completion**

The developer does not warrant commencement and completion dates.

(d) **Schedule of Lots**

There will be 26 lots in Stage 2 (Development Lot 55)

(e) **Working Hours**

Construction will be carried out within the working hours permitted by the Development Consent.

(f) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Arrangements for entry to and exit from the Parcel during development of this stage	Entry to the Parcel is from Cranbourne Street and exit to Cranbourne Street via either Guma Glade or Koara Glade

Approved Form 8	Strata Development Contract	Sheet 3 of 21 sheets

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Movement and parking of vehicles on the Parcel during development of this stage	Vehicles will move about the Parcel to and from Cranbourne Street via Guma Glade and Koara Glade
Permitted uses of Common Property during development of this stage	During development of stage 2 those parts of the Common Property comprising the private roads will be used for delivery, access for construction and parking of vehicles associated with the construction

(g) **Landscaping**

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent, described in the Development Consent as Concept Landscape Plan Drawings No. LP 01/02 and LP 02/02 prepared by Universal Property Group dated 21/6/17.

(h) **Schedule of Materials and Finishes**

Each building in this stage is constructed of brick walls, concrete floors and tile roof with a timber roof and wall structure.

(i) **Vertical Staging**

There is no vertical staging in this stage.

(j) **Contribution to Common Property Expenses**

(i) In accordance with section 78 of the *Strata Schemes Development Act 2015* (NSW), the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned differently from the way that liability would otherwise be apportioned by the schedule of unit entitlement for the Strata Scheme.

(ii) On completion of Stage 1 and prior to completion of Stage 2, the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned between the Owners of Lots 1 to 54 (inclusive) (with the apportionment being made based on the relative unit entitlement of those lots).

(i) On completion of Stage 2, the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned amongst all Lots by reference to the schedule of unit entitlement in the Strata Scheme.

(k) **Proposed By-laws, Management Agreements, Covenants, Easements or Dedications**

(i) The by-laws applicable to the development the subject of this stage are the same as those registered with the Strata Plan.

(ii) A copy of the by-laws registered with the Strata Plan is available from NSW Land Registry Services.

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(iii) The management arrangements for the Strata Scheme were established with the Strata Plan.

(iv) All covenants, easements and dedications for this stage were registered with the Strata Plan, with copies available from NSW Land Registry Services, with the exception of a positive covenant under Section 88E of the *Conveyancing Act 1919* (NSW) in favour of Blacktown City Council burdening each of the Lots in Stage 2 and the Common Property in the terms of the Stage 2 Section 88B Instrument.

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DEFINITIONS

In this Strata Development Contract, the following words have the following meanings:

(a) **"Authorised Proposal"** means development which the developer is authorised to carry out but cannot be compelled to carry out.

(b) "**Common Property**" means the common property in the Strata Scheme.

(c) **"Contract"** means this strata development contract.

(d) **"Development Act"** means the *Strata Schemes Development Act 2015* (NSW).

(e) "**Development Consent**" means development consent JRPP-16-03345.

(f) **"Development Lot"** means Development Lot 55.

(g) **"Lot"** means a lot in the Strata Plan or in a Strata Plan of Subdivision.

(h) **"Parcel"** means the parcel the subject of the Strata Scheme.

(i) **"Stage 2 Concept Plan"** means the concept plan for Stage 2 attached to, and forming part of, this Contract.

(j) **"Stage 2 Section 88B Instrument"** means the section 88B instrument for Stage 2 attached to, and forming part of, this Contract.

(k) **"Strata Plan"** means the strata plan registered number 100714.

(l) **"Strata Plan of Subdivision"** means a strata plan of subdivision (as defined by the Development Act) of a Development Lot.

(m) **"Strata Scheme"** means the strata scheme constituted by registration of the Strata Plan.

(n) **"Warranted Development"** means development which the developer warrants to carry out and may be compelled to carry out.

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CONCEPT PLAN FOR STAGE 2
SUBDIVISION OF DEVELOPMENT LOT 55 SP 100714

The following 5 sheets comprise the Concept Plan for Stage 2

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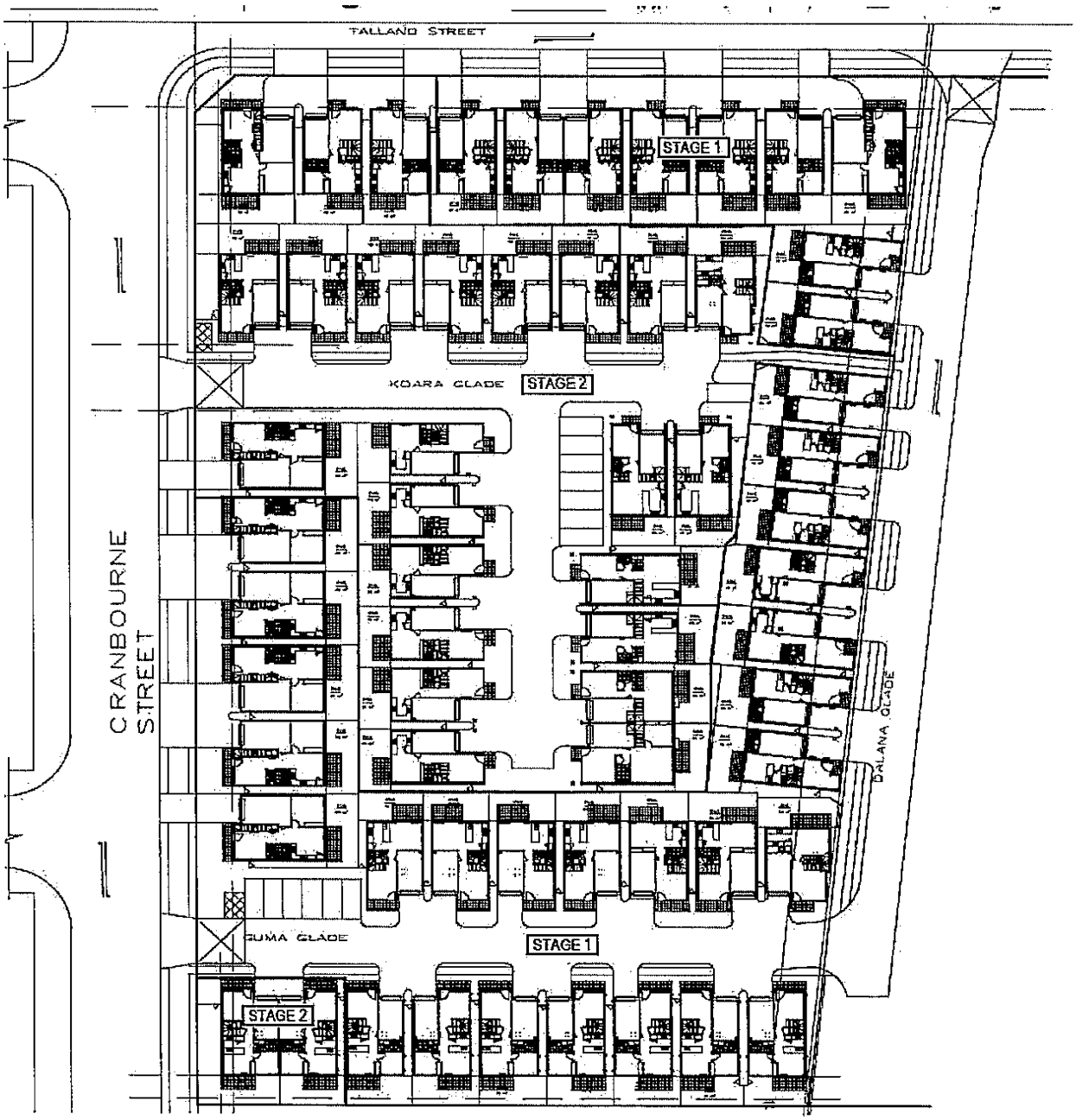
Concept Plan for Stage 2 – Subdivision of development lot 55

Ground Floor



Req:R062678 /Doc:SP 0100714 C /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:04-Dec-2020 14:45 /Seq:8 of 21
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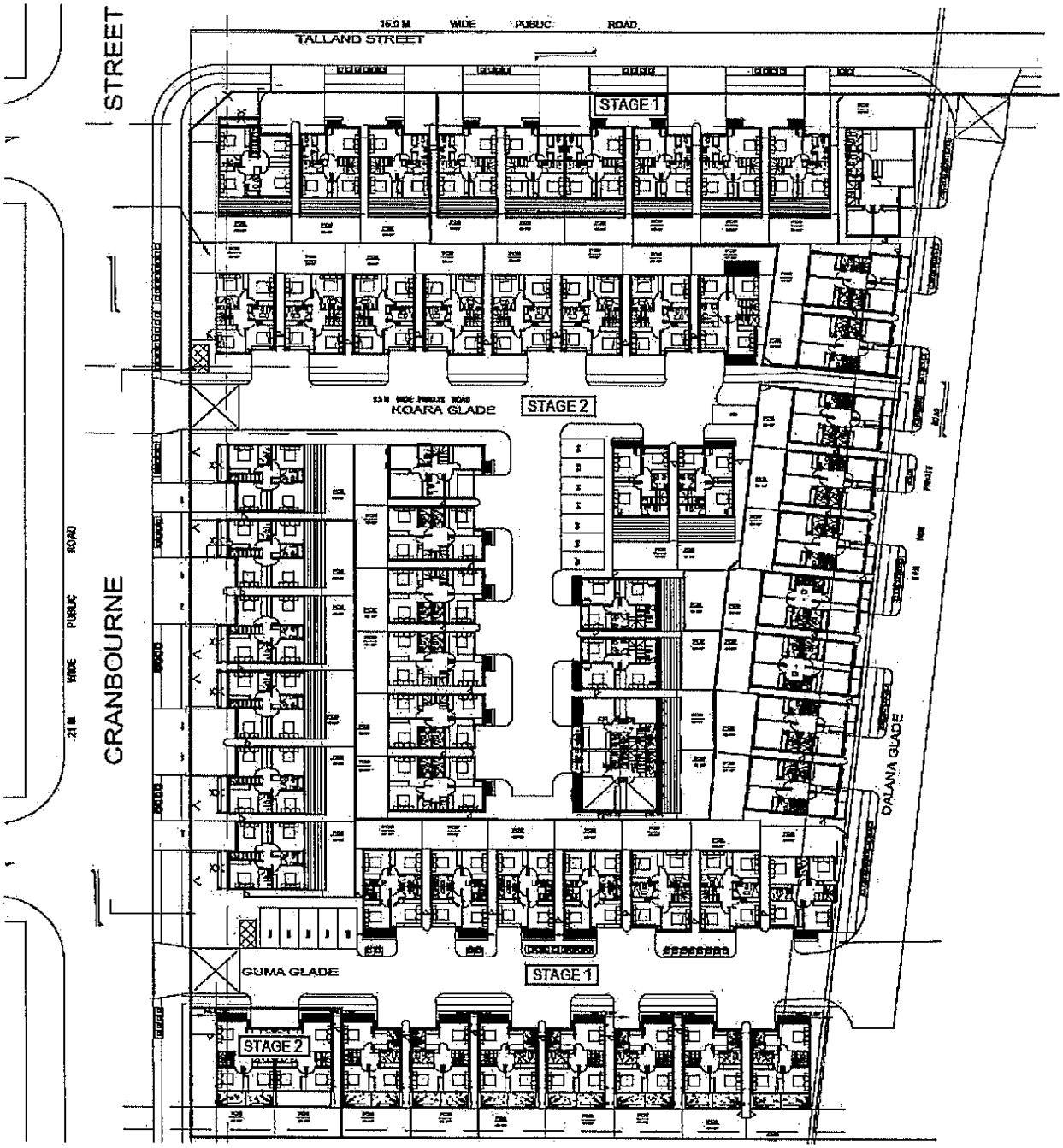
Concept Plan for Stage 2 – Subdivision of development lot 55

First Floor



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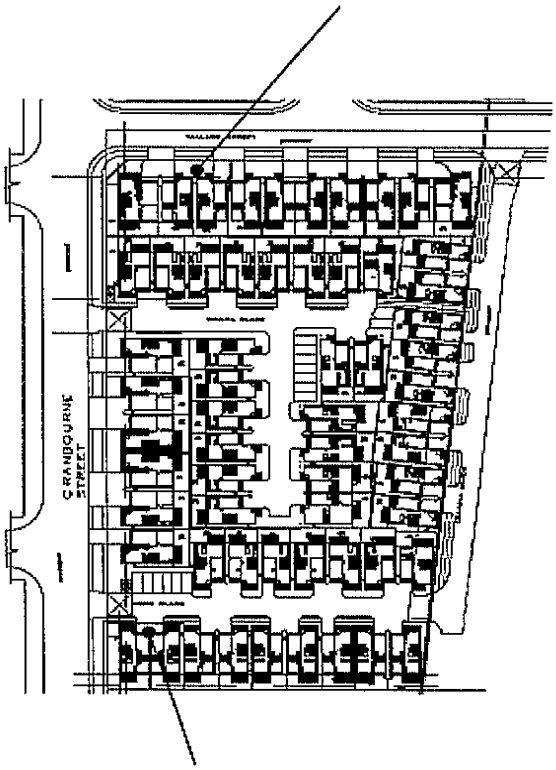
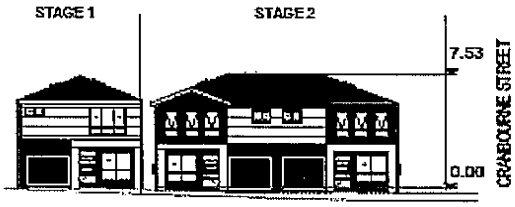
Concept Plan for Stage 2 – Subdivision of development lot 55

Elevations

TALLAND STREET NORTH ELEVATION





GUMA GLADE NORTH ELEVATION

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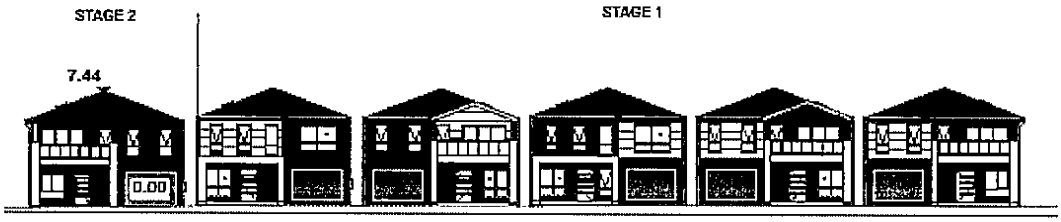
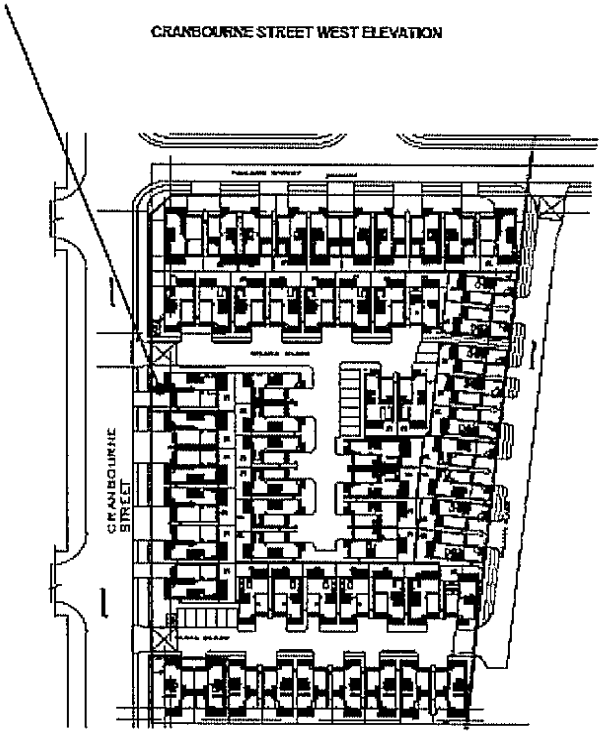
Concept Plan for Stage 2 – Subdivision of development lot 55

Elevations



CRANBOURNE STREET WEST ELEVATION



Req:R062678 /Doc:SP 0100714 C /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:04-Dec-2020 14:45 /Seq:11 of 21
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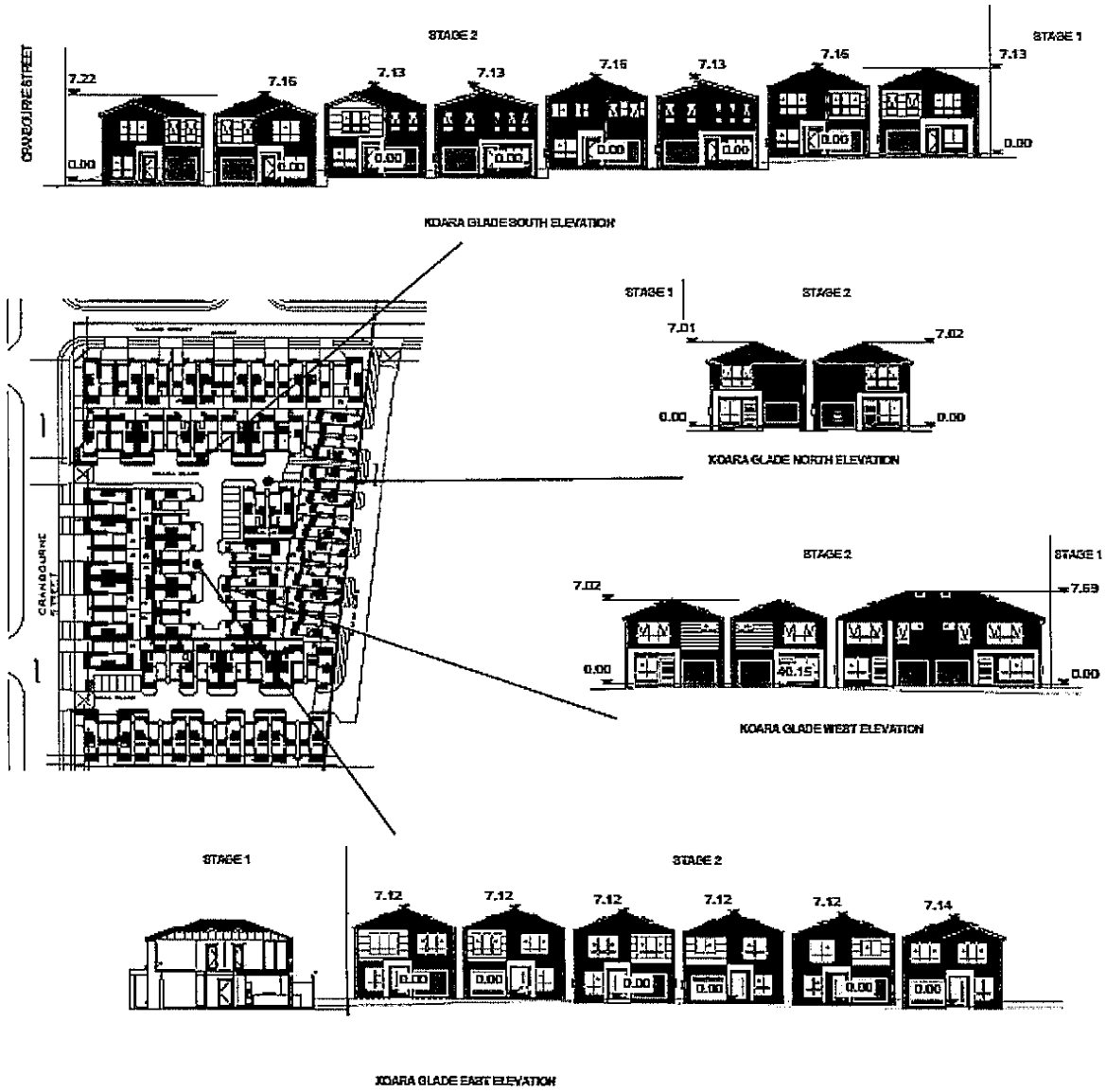
Concept Plan for Stage 2 – Subdivision of development lot 55

Elevations



Req:R062678 /Doc:SP 0100714 C /Rev:02-Dec-2020 /NSW LRS /Pgs:ALL /Prt:04-Dec-2020 14:45 /Seq:12 of 21
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SECTION 88B INSTRUMENT FOR STAGE 2
SUBDIVISION OF DEVELOPMENT LOT 55 SP 100714

The following 6 sheets comprise the Section 88B Instrument for Stage 2

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres (Sheet 1 of 6 sheets)

Plan: Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

Full name and address of the owner of the land: UPG 32 Pty Ltd
137 Gilba Road
GIRRAWEEN NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	56-81 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres (Sheet 2 of 6 sheets)

Plan: Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

PART 2

1. Terms of Positive Covenant numbered 1 in the plan

1.1 Bin includes any receptacle for waste
Waste includes garbage, recyclable material and green waste

1.2 The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority under section 88E of the Conveyancing Act 1919 to do the following:

a) store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
b) place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
c) collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place;
d) place whitegoods and large household items in the communal bulky waste collection area, designated on the plan for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items;
e) The Owner of the lot burdened acknowledges that the bin storage area will accommodate the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area.
f) release the Prescribed Authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

1.3 In this positive covenant, bin collection areas on public road means the area between the kerb line and the boundary. Bin collection areas on private road means the area at the edge of the pavement. These areas are denoted on the plan and are tabulated below.

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.....
Authorised Officer

Approved Form 8	Strata Development Contract	Sheet 15 of 21 sheets

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres (Sheet 3 of 6 sheets)

Plan: Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

PART 2

Bin Collection Area	Lots Burdened
'AA'-'AA'	80 & 81
'BB'-'BB'	56
'CC'-'CC'	62 & 63
'DD'-'DD'	59, 60, 61, 64, 65, 66, 75 & 76
'EE'-'EE'	77, 78 & 79
'FF'-'FF'	69, 70, 71 & 72
'GG'-'GG'	67 & 73
'HH'-'HH'	74
'JJ'-'JJ'	57
'KK'-'KK'	58
'LL'-'LL'	68

Bulky Waste Collection Area	Lots Burdened
BW3	56-81

1.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Name of Authority having the power to release, vary or modify the Positive Covenant numbered 1 in the plan is **Blacktown City Council.**

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.....
Authorised Officer

Approved Form 8	Strata Development Contract	Sheet 16 of 21 sheets
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan:

Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

PART 2

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

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

.....	.....
Signature of Authorised Officer	Signature of Witness
.....	.....
Name of Authorised Officer	Name of Witness
.....	.....
Position of Authorised Officer	Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres (Sheet 5 of 6 sheets)

Plan: Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

PART 2

EXECUTED by)
UPG 32 Pty Limited)
ACN 610 452 296)
in accordance with s127 of)
the Corporations Act 2001)

.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres (Sheet 6 of 6 sheets)

Plan: Plan of subdivision of Lot 55 in SP100714 covered by Strata Certificate No. .....

PART 2

Consent of Mortgagee

EXECUTED by	)	.....	.....
Alceon Finance Pty Limited	)	(Signature)	(Signature)
ACN 159 670 158	)		
in accordance with s127 of	)		
the Corporations Act 2001	)	.....	.....
		(Print Name) Director	(Print Name) Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Approved Form 8	Strata Development Contract	Sheet 19 of 21 sheets

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SIGNATURES, CONSENTS, APPROVALS

Certificate of Planning Authority

The Registered Certifier Andrew Symonds of Land Development Certificates Pty Ltd Accreditation No: BDC 1837

certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

(i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or

(ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (*indicate exception if applicable*)

.....

.....

Date: 25 NOVEMBER 2020

Certificate Reference: CDC 16204

Signed by: ANDREW SYMONDS

Accredited Certifier

Signature:

This is the certificate referred to in Section 75(2) *Strata Schemes Development Act 2015* (NSW)

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SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer

Executed by UPG 32 Pty Limited)
ACN 610 452 296 in accordance with section 127)
of the *Corporations Act 2001 (C'th)*)

Signature	Signature
BHART BHUSHAN	
Name (printed)	Name (printed)
SOLE DIRECTOR / SECRETARY	
Office (printed)	Office (printed)

Signature of registered proprietor

Executed by UPG 32 Pty Limited)
ACN 610 452 296 in accordance with section 127)
of the *Corporations Act 2001 (C'th)*)

Signature	Signature
Name (printed)	Name (printed)
Office (printed)	Office (printed)

Approved Form 8	Strata Development Contract	Sheet ~~19~~ 21 of ~~19~~ 21 sheets
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Signature/seal of registered mortgagee – Alceon Finance Pty Limited (ACN 159 670 158)

Trevor Loewensohn

Melanie Hedges

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P. 13.

The South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

FEES:— £ s. d.
Lodgment ...
Endorsement
Certificate ...

C984065

R 8 1 4 1 M

3 FEB 1941

(Trusts must not be disclosed in the transfer.)

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

I, MARY GERTRUDE POWELL of Balmain, Spinster

(herein called transferror)

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

(£ 60) (the receipt whereof is hereby acknowledged) paid to me by

CHARLES ALEXANDER HARPER of Schofield, Railway employee

(herein called transferree)

b If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said transferree[b]

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or " being the land shown in the plan annexed hereto," or " being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Gidley	Part	807	248	and being Lot 2 Section 4 on D.P. No. 712.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

(And the transferree covenants with the transferror[e] for the benefit of the adjoining land but only during the ownership thereof by the transferror her executors administrators or assigns other than purchasers on a sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferror her executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferror her executors administrators or assigns and in favour of any person dealing with the transferree or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected And this restriction may be released varied or modified by the owner for the time being of such adjoining land.)

f A very short note will suffice

ENCUMBRANCES, &c., REFERRED TO.[f]

Nil.

Signed at Sydney the 21st day of January 1941.

[g]Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

H. Irwin Low

Clerk to Stephen Jaques & Stephen

M. G. Powell

*Transferror.**

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

[h]Signed

h Repeat attestation if necessary.

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

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

Signed in my presence by the transferree

WHO IS PERSONALLY KNOWN TO ME

H. C. Bayland

Clerk to C. Julius Smith & Co Solrs Sydney.

C. A. Harper

Transferree.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

37303 2.40 St 437

2/6

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Solicitors,
185 Elizabeth Street,
SYDNEY.

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . } *Mortgagee.*

Signed in my presence by who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of— }

i This form is not appropriate in cases of delegation by trustees.

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

Appeared before me at , the day of , one thousand nine hundred and forty, the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

25 FEB 1941
BY
CHECKED

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lot 2 Sec Q D.P. 712
Cranbourne St.,

Shire ~~Municipality~~ Blacktown (at Riverstone)

Parish County

(Sub. to Covenant)

Charles Alexander Harpur Transferee.

Particulars entered in Register Book, Vol. 807 Fol. 248.

the 21st day of February 1941.
at ~~minutes~~ 12 o'clock ~~in the~~ noon.

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		5/2
Draft written		24/2
Draft examined... ...		28/2/41
Diagram prepared ...		4/3
Diagram examined ...		5/3
Draft forwarded ...		6/3
Supt. of Engrossers ...		6/3
Cancellation Clerk ...		
Vol. 8014 Fol. 103		
Diagram Fees		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

56 437

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J 808757 CONVEYANCING ACT, 1919-1954
REAL PROPERTY ACT, 1900

RELODGED 19 MAR 1962

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900

I, EDWARD JOHN MINCHIN, State Crown Solicitor's Office DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the day of one thousand nine hundred and , declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed, AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of ~~the land therein described~~ duly executed under the Real Property Act, 1900, and I, the said EDWARD JOHN MINCHIN HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twentysecond day of February, one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

that easements or rights to use the surface and the subsoil or undersurface of inter alia in so far as the land mentioned in the Schedule hereunder written is concerned such easement

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt.119		Parish Rooty Hill County Cumberland	PART C.T.	4709	24 X
Being the land delineated on the plan annexed hereto and marked "AB".					
Pt.119		do (sd.pt.being pt. of the land shown in 29795 (L))	do	4709	24 X
Being the land delineated on the plan annexed hereto and marked "AA".					
Pt.lots 1, 2 & 11		Deposited Plan No. 17048	do	5031	43 X
Being the land delineated on the plan annexed hereto and marked "Z".					
Pt.lots 1, 3 to 10 inclusive		Deposited Plan No. 2912	do	8387	231 X
Pt.4a 3 r.7p Grant		Parish Gidley County Cumberland (sd.pt.being pt.of the former sites of Bent & East streets in D.P.No.2912)	do	8387	231 X
Being the land delineated on the plan annexed hereto and marked "Y".					
Pt.lot 1A		in plan annexed to Transfer No. D962998	do	5957	11 X
Pt.lot 1B		do	do	5957	64 X
Being the land delineated on the plan annexed hereto and marked "X".					

~~DATED this day of , in the year of Our Lord~~ one thousand nine hundred and sixty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY.

73177 2,62 V. C. N. Blight, Government Printer

Lot	Section	Deposited Plan or Name of Estate	PART OR WHOLE	VOLUME	FOLIO
Pt.lot 3	Q	Deposited Plan No. 712	do	6988	81
Pt.lot 4		do	do	9508	83A
Pt.lot 4		do	do	9508	83B
Pt.lot 5		do	do	5248	98
Being the land delineated on the plan annexed hereto and marked "W".					
Pt.lot 9		Deposited Plan No. 30211	do	9230	63A
Pt.lot 10		do	do	4284	223
Being the land delineated on the plan annexed hereto and marked "V".					
Pt.lot 47		Deposited Plan No. 30186	do	8155	16
Pt.lot 48		do	do	7932	118
Pt.lot 49		do	do	8155	17
Pt.lot 50		do	do	8155	18
Pt.lot 51		do	do	8155	19
Being the land delineated on the plan annexed hereto and marked "U".					
Pt.lot 163		Deposited Plan No. 201260 (sd.pt.being pt. of 636ac. 2r.22p. parcel of land in RPA.11541)	do	9201	120
Pt.lot 164		do	do	9201	121
Pt.lot 166		do	do	9201	122
Pt.lot 93		Deposited Plan No. 208203 (sd.pt.being pt.of 636ac. 2r. 22p. parcel of land in RPA.11541)	do	9433	23
Pt.lot 94		Deposited Plan No.208203 (sd.pt.being pt.of 636ac. 2r. 22p. parcel of land in RPA. 11541)	PART C.T.	9433	24
Pt.lot 95		do	do	9433	25
Pt.lot 96		do	do	9433	26
Pt.lot 97		do	do	9433	27
Pt.lot 98		do	do	9433	28
Pt.lot 99		do	do	9433	29
Pt.lot 100		do	do	9433	30
Pt lots 153-161 incl.		do	do	9433	82-90 incl
Being the land delineated on the plan annexed hereto and marked "T".					
Pt.land shown in RPA.33048, Parish of Nelson County of Cumberland			do	5100	201
Being the land delineated on the plan annexed hereto and marked "S".					
Pt.207		Parish Castle Hill County Cumberland (sd.pt.being pt.land in RPA. 9542)	do	6556	152
Being the land delineated on the plan annexed hereto and marked "R".					
Pt.21		Parish Castle Hill County Cumberland	do	3317	174
Pt.27		do	do	3317	187
Being the land delineated on the plan annexed hereto and marked "Q".					
Pt.lot X in plan lodged with Transfer No. F768552			do	6892	33
Being the land delineated on the plan annexed hereto and marked "P".					
Pt.190		Parish Castle Hill County Cumberland	do	3222	39
Being the land delineated on the plan annexed hereto and marked "O".					
~~Pt.lot 2~~		~~MPS.(R.P.)Reg. No.114394 (sd.~~ pt.being pt.lot 2 in plan annexed to "N"	do	8057	118

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CONTINUED

Lot	Section	Deposited Plan or Name of Estate	PART OR WHOLE	VOLUME	FOLIO
Pt.lot 2		MPS. (R.P.)Reg.No.114974 (sd.pt.being pt.lot 2 in plan annexed to H447289)	PART C.T.	8277	118
Being the land delineated on the plan annexed hereto and marked "N".					
Pt.lot 4		Deposited Plan No. 31865	do	9004	132
Pt.lot 5		do	do	9004	133
Pt.lot 6		do	do	9004	134
Pt.lot 7		do	do	9004	135
Pt.lot 11		do	do	9004	139
Being the land delineated on the plan annexed hereto and marked "M".					
Pt.land shown in plan annexed to G502668			do	7194	202
Pt.lot F in plan lodged with H683468		(sd.pt.being pt.lot A in plan annexed to H155963)	do	8327	139
Being the land delineated on the plan annexed hereto and marked "L".					
Pt.229	Parish Nelson	County Cumberland	do	3297	196
Pt.296		do	do	3581	25
Being the land delineated on the plan annexed hereto and marked "K".					
Pt.290	Parish Nelson	County Cumberland	PART C.T.	4750	93
Being the land delineated on the plan annexed hereto and marked "J".					
Pt.lot 1		Deposited Plan No. 201608	do	9003	70
Pt.lot 2		do	do	9003	71
Pt.lot 3		do	do	9003	72A
Pt.lot 3		do	do	9003	72B
Being the land delineated on the plan annexed hereto andmarked "H".					
Pt.291	Parish Nelson	County Cumberland	do	1723	93
Being the land delineated on the plan annexed hereto and marked "G".					
Pt.lot 1		Deposited Plan No.216184 (sd.pt.being pt.~~lot~~ 369 Parish of Nelson and County of Cumberland)	do	9387	1
Pt.lot 2		do	do	9387	2
Pt.lot 3		do	do	9387	3
Pt.lot 4		do	do	9387	4
Pt.lot 5		do	do	9387	5
Pt.lot 6		do	do	9387	6
Pt.lot 7		do	do	9387	7
Pt.lot 8 Pt. Por 371		do	do	9387	8
Being the land delineated on the plan annexed hereto and marked "F".					
Pt.lot 8		Deposited Plan No. 216184 (sd.pt.being pt.por 227 Parish of Nelson and County of Cumberland)	do	9387	8

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SCHEDULE CONTINUED

Lot	Section	Deposited Plan or Name of Estate	PART OR WHOLE	VOLUME	FOLIO
Pt.lot 9		Deposited Plan No. 216184 (sd.pt.being pt.por.227 Parish of Nelson and County of Cumberland)	PART C.T.	9387	9
Pt.lot 10		do	do	9387	10
Pt.lot 11		do	do	9387	11
Pt.lot 12		do	do	9387	12
Pt.lot 13		do	do	9387	13
Pt.lot 14		do	do	9387	14
Pt.lot 15		do	do	9387	15
Pt.lot 16		do	do	9387	16
Pt.lot 17		do	do	9387	17
Pt.lot 18		do	do	9387	18
Pt.lot 19		do	do	9387	19
Pt.lot 1		Deposited Plan No. 210255 (sd.pt.being pt.por.351 Parish of Nelson and County of Cumberland	do	9275	245
Pt.lot 2		Deposited Plan No. 210255 (sd.pt.being pt.por.351 Parish of Nelson and County of Cumberland	PART C.T.	9275	246
Pt.lot 3		do	do	9275	247
Pt.lot 4		do	do	9275	248
Pt.lot 5		do	do	9275	249
Pt.lot 6		do	do	9275	250
Being the land delineated on the plan annexed hereto and marked"E".					
Pt.lot 1		in plan annexed to H55946	DO	7720	193
Pt.lot 1		do	do	7720	194
Pt.lot 2		do	do	8108	170
Pt.lot 2		do	do	8108	171
Pt.lot 2		do	do	8108	172
Being the land delineated on the plan annexed hereto and marked "D".					
Pt.lot 60A		MPS. (R.P.) Reg. No.60637	do	5987	210
Being the land delineated on the plan annexed hereto and marked "C".					
Pt.175		Parish Nelson County Cumberland	do	8152	58
Pt.178		do	do	841	35
Being the land delineated on the plan annexed hereto and marked "B".					
Pt.lot C		in plan annexed to G787158	do	9528	141
Pt.lot C		do	do	9528	142
Pt.lot F		in plan annexed to H280861	do	7876	148
Being the land delineated on the plan annexed hereto and marked "A".					

DATED this 19th day of October in the year of Our Lord One thousand nine hundred and sixty four.

SIGNED by the said EDWARD JOHN MINCHIN) in the presence of:)

E. J. Minchin

THE REGISTRAR GENERAL
SYDNEY.

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...0, AS AMENDED.
..., AS AMENDED

...0 kV TRANSMISSION LINE

...of Easements

...lectricity Commission of New South ...ade, that easements or rights to use ...e subsoil or undersurface of the land ... Schedule hereto be appropriated or resumed ...ruction and maintenance of an electricity trans-...e, it is hereby notified and declared by His Excel-...e Governor, acting with the advice of the Executive ... that easements or rights as aforesaid over so much ...id land as is Crown land are hereby appropriated and ...s or rights as aforesaid over so much of the said ...s private property are hereby resumed under Division ...t V of the Public Works Act, 1912, as amended, for ...ose aforesaid; and it is hereby further notified that ...easements or rights are vested in the Electricity Com-...of New South Wales.

...at Sydney, this 11th day of September, 1963.

E. W. WOODWARD. Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

...t piece or parcel of land situate in the Municipality ...town, parish of Rooty Hill and county of Cumber-...ng that part of portion 119 extending from the ... boundary of portion 11 to the south-eastern boun-...he land shown in plan catalogued 29,795 (L) lying ...rips of land 100 feet wide on both sides of the ...e of the transmission line which intersects the said ...boundary of portion 11 at a point distant 1,859 feet ...rom the south-western corner of the said portion 119 ...s north-easterly through a point on the said south-...boundary of the land shown in plan catalogued ...L) distant 466 feet 6 inches south-westerly from the ...st corner of that land,—and said to be in the pos-...f F. G. Watts

...ll that piece or parcel of land situate in the Muni-...f Blacktown, parish of Rooty Hill and county of ...nd, being part of the land shown in plan catalogued ...L): Commencing on the south-western side of Rich-...d at a point bearing 326 degrees 55 minutes and ... feet 5¾ inches from the easternmost corner of the ...shown in plan catalogued 29,795 (L); and bounded ... the south-east by lines bearing successively 236 ...6 minutes 85 feet 3¼ inches and 230 degrees 42 ...0 seconds 70 feet 3½ inches to the south-eastern ... of that land; again on the south-east by part of ...dary bearing 249 degrees 41 minutes 615 feet; on ...-west by lines bearing successively 50 degrees 42 ...0 seconds 661 feet 10½ inches and 56 degrees 26 ...3 feet 10⅝ inches to the said south-western side of ...-road; and on the north-east by that side of that ...ng successively 145 degrees 23 minutes 114 feet 10⅞ ...d 146 degrees 55 minutes 85 feet 1⅞ inches to the ...commencement,—and said to be in the possession ...Watts.

...l that piece or parcel of land situate in the Muni-... Blacktown, parish of Gidley and county of Cum-...being part of lots 1, 2 and 11, deposited plan ...ommencing on the north-eastern side of Richmond-... point bearing 147 degrees 52 minutes and distant ...1⅜ inches from the westernmost corner of the said ... bounded thence on the north-west by lines bearing ...y 58 degrees 55 minutes 20 seconds, 1,860 feet 1⅝ ...d 39 degrees 41 minutes 20 seconds 68 feet 11⅞ ... the north-western boundary of the said lot 11; ...the north-west by part of that boundary bearing ... 39 minutes 40 seconds 367 feet 5⅞ inches; on the ... by lines bearing successively 219 degrees 41 ...0 seconds 411 feet 2¼ inches and 238 degrees 55 ... seconds 1,892 feet 7⅝ inches to the said north-...le of Richmond-road; and on the south-west by ...of that road bearing successively 329 degrees 24 ...5 feet 8¼ inches and 327 degrees 52 minutes 114 ...hes to the point of commencement,—and said to ...possession of F. G. Watts.

... that piece or parcel of land situate in the Muni-... Blacktown, parish of Gidley and county of Cum-...eing that part of lots 43, 44 and 45, section B, ...ogued 1,001 (L) lying within strips of land 100 ...n both sides of the centre line of the transmission ... intersects the north-western boundary of the said ...point bearing 234 degrees 21 minutes 45 seconds ... 1,661 feet 9⅝ inches from the northernmost corner ...and thence bears 200 degrees 7 minutes 35 seconds ...

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 1 and 2, registered plan 2,036: Commencing on the north-western side of Grange-avenue at a point bearing 234 degrees 21 minutes 45 seconds and distant 271 feet 1⅞ inches from the easternmost corner of the said lot 2; and bounded thence on the south-east by that side of that avenue bearing 234 degrees 21 minutes 45 seconds 35... feet 5⅞ inches; on the north-west by a line bearing 20 degree... 7 minutes 35 seconds 586 feet 6⅝ inches to the north-western boundary of the said lot 2; again on the north-west by part of that boundary and part of the north-western boundary of the said lot 1 bearing in all 54 degrees 21 minutes 45 second... 355 feet 5⅞ inches; and again on the south-east by a line bearing 200 degrees 7 minutes 35 seconds 586 feet 6⅝ inches to the point of commencement,—and said to be in the possession of L. H. Sinclair and others.

Also, all that piece or parcel of land situate in the Muni... cipality of Blacktown, parish of Gidley and county of Cumberland, being part of lot 1, part of lots 3 to 10 inclusive, deposited plan 2,912, and part of the former sites of Bent-street and East-street as shown in the said deposited plan 2,912: Commencing on the south-eastern boundary of the said lot 8 at a point bearing 234 degrees 33 minutes 4... seconds and distant 2,297 feet 2 inches from the easternmo... corner of lot 14; and bounded thence on the south-east b... part of that boundary and part of the south-eastern bounda... of lot 7 bearing in all 234 degrees 33 minutes 40 secon... 356 feet 1⅛ inches; on the north-west by a line bearing 2... degrees 23 minutes 35 seconds 2,455 feet to the right ba... of Eastern Creek; generally on the north-west by that cre... downwards to the northernmost north-western corner of t... said lot 3; again on the north-west by the north-weste... boundary of that lot and part of the north-western bou... dary of the said lot 1 bearing in all 54 degrees ... minutes 261 feet 6½ inches; and again on the south-east by... line bearing 200 degrees 23 minutes 35 seconds 2,495 fe... 4⅝ inches to the point of commencement,—and said to ... in the possession of A. and M. Gray Pty. Ltd.

Also, all that piece or parcel of land situate in the Mu... cipality of Blacktown, parish of Gidley and county of Cu... berland, being part of lots 1A and 1B, plan annexed ... dealing D. 962,998: Commencing on the north-eastern s... of McCulloch-road at a point bearing 138 degrees 15 minu... and distant 229 feet 6⅞ inches from the westernmost corn... of the said lot 1A; and bounded thence on the north-west ... a line bearing 54 degrees 26 minutes 40 seconds 331 f... 11½ inches to the north-eastern boundary of the said lot ... on the north-east by part of that boundary bearing 138 ... grees 15 minutes 201 feet 2⅛ inches; on the south-east by ... line bearing 234 degrees 26 minutes 40 seconds 331 feet ... inches to the said north-eastern side of McCulloch-road; ... on the south-west by that side of that road bearing ... degrees 15 minutes 201 feet 2⅛ inches to the point of co... mencement,—and said to be in the possession of A. T. Ro... well and G. G. Peck.

Also, all that piece or parcel of land situate in the Mu... cipality of Blacktown, parish of Gidley and county of C... berland, being part of lots 3, 4 and 5, section Q, depo... plan 712: Commencing on the north-eastern bounda... the said lot 5 at a point bearing 138 degrees 15 minu... distant 408 feet 8 inches from the northernmost corner... lot; and bounded thence on the north-east by part... boundary bearing 138 degrees 15 minutes 201 feet 2... on the south-east by a line bearing 234 degrees 2... 40 seconds 995 feet 9¼ inches to the south-wester... of the said lot 3; on the south-west by part of th... bearing 318 degrees 15 minutes 201 feet 2⅛ inche... north-west by a line bearing 54 degrees 26 minu... 995 feet 9¼ inches to the point of commence... to be in the possession of T. Hakiel and o...

Also, all that piece or parcel of land ... cipality of Blacktown, parish of Gidley an... berland, being part of lots 9 and 10, depo... Commencing on the north-eastern side o... point bearing 147 degrees 30 minutes ... 4¼ inches from the westernmost corner ... bounded thence on the north-west b... degrees 42 minutes 50 seconds 528 feet... eastern boundary of the said lot 1... part of that boundary bearing 14... seconds 200 feet 5⅞ inches; on the... ing 243 degrees 42 minutes 50 se... the said north-eastern side of Cla... west by that side of that street b... 201 feet 2¼ inches to the point... to be in the possession of S. ...

Also, all that piece or pa... cipality of Blacktown, paris... berland, being part of lots ... 30,..6: Commencin...

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econds and distant 418 feet 5½ inches from the northernmost orner of that lot; and bounded thence on the north-east by part of that boundary bearing 148 degrees 50 minutes 50 econds 200 feet; on the south-east by lines bearing succesively 238 degrees 53 minutes 30 seconds 976 feet 11¼ inches nd 243 degrees 49 minutes 30 seconds 105 feet 7½ inches to he south-western boundary of the said lot 47; on the southest by part of that boundary bearing 329 degrees 42 minutes 0 seconds 200 feet 6¼ inches; and on the north-west by lines earing successively 63 degrees 49 minutes 30 seconds 111 eet 4¾ inches and 58 degrees 53 minutes 30 seconds 968 eet 2 inches to the point of commencement,—and said to be n the possession of R. B. Terry and others.

Also, all that piece or parcel of land situate in the Municiality of Blacktown, parish of Gidley and county of Cumerland, being that part of the 636 acres 2 roods 22 perches arcel of land comprised in Real Property Application 11,541 ing within strips of land 100 feet wide on both sides of e centre line of the transmission line which intersects the orth-eastern boundary of lot 51, deposited plan 30,186 at point distant 518 feet 6 inches south-easterly from the orthernmost corner of that lot and bears north-easterly rough a point on the south-western side of Windsor-road earing successively 127 degrees 8 minutes 79 feet 2⅜ inches, 0 degrees 29 minutes 457 feet 3 inches and 136 degrees minutes 301 feet from the northernmost corner of the id 636 acres 2 roods 22 perches parcel of land,—and said be in the possession of A. Sproule and others.

Also, all that piece or parcel of land situate in the Shire Baulkham Hills, parish of Nelson and county of Cumrland, being part of the land shown in Real Property Application 33,048: Commencing on the south-eastern side of ural-road at a point bearing 214 degrees 9 minutes and disnt 617 feet 6¾ inches from the northernmost corner of e said land shown in Real Property Application 33,048; d bounded thence on the north by a line bearing 87 degrees minutes 727 feet 9¾ inches to the north-eastern boundary that land; on the north-east by part of that boundary bear- 141 degrees 22 minutes 30 seconds 232 feet 9⅜ inches the left bank of the Second Ponds Creek; generally on south-east by that creek upwards to a point bearing 229 grees 3 minutes 55 seconds and distant 18 feet 4¼ inches; the south by a line bearing 267 degrees 14 minutes 1,000 t to the said south-eastern side of Dural-road; and on north-west by that side of that road bearing 34 degrees inutes 250 feet 1⅞ inches to the point of commencement,— said to be in the possession of H. D. & I. I. Marshall.

Also, all that piece or parcel of land situate in the Shire Baulkham Hills, parish of Nelson and county of Cumland, being part of lot 8, Copenhagen Estate, comprised leed registered book 1520, No. 988: Commencing on the th-eastern boundary of the land comprised in Real Property plication 33,048 at a point bearing 141 degrees 22 minutes seconds and distant 609 feet 2⅜ inches from the northernst corner of that land; and bounded thence on the north a line bearing 87 degrees 14 minutes 400 feet to the left k of Second Ponds Creek; on the south-east by that creek ards to the north-eastern corner of the said land comed in Real Property Application 33,048; and on the -west by part of the north eastern boundary of that bearing 321 degrees 22 minutes 30 seconds 232 feet hes to the point of commencement,—and said to be possession of P. Bellas and others.

ll that piece or parcel of land situate in the Shire am Hills, parish of Castle Hill and county of Cumng part of the land comprised in Real Property 9,542: Commencing on the south-western boun- land comprised in Real Property Application oint bearing successively 329 degrees 2 minutes inches and 329 degrees 40 minutes 56 feet the northernmost corner of the land comprised ed 18,114 (L.); and bounded thence on the earing 267 degrees 13 minutes 10 seconds ht bank of Second Ponds Creek; generally by that creek downwards to a point bear- minutes 50 seconds and distant 271 feet north by a line bearing 87 degrees 13 2 feet to the said south-western boundary mprised in Real Property Application th-east by part of that boundary bearnutes 225 feet 7 inches to the point said to be in the possession of G. E.

arcel of land situate in the Shire Castle Hill and county of Cumnd comprised in Real Property ing on the south-western boun- bearing 329 degrees 4 minutes 10¼ inches from the southernounded thence on the southaring 329 degrees 4 minutes the north by a line bear- 405 feet 3 inches to the

south-western side side of that road be 262 feet 3½ inches; and degrees 4 minutes 10 se point of commencement,—an of South Pacific Mills Pty. Ltd.

Also, all that piece or parcel of la of Baulkham Hills, parish of Castle Hill berland, being part of lot 1, deposited part of lots 2A and 3A, deposited plan 32,107 on the north-eastern side of Withers-road at a ing 307 degrees 6 minutes and distant 81 feet 2 from the southernmost corner of the said lot 1; and thence on the south-west by that side of that road 307 degrees 6 minutes 263 feet 4¾ inches; on the n by a line bearing 77 degrees 41 minutes 45 secon feet 11½ inches to the northernmost north-eastern of the said lot 2A; on the north-east by part of that and part of the north-eastern boundary of the sai bearing in all 127 degrees 6 minutes 263 feet 4 and on the south-east by a line bearing 257 de minutes 45 seconds 1,030 feet 11½ inches to the commencement,—and said to be in the possession Mezzomo.

Also, all that piece or parcel of land situate in of Baulkham Hills, parish of Castle Hill and county berland, being part of portions 21 and 27: Co on the south-western boundary of the said portion point bearing 307 degrees 10 minutes and distant 10¼ inches from the southernmost corner of that and bounded thence on the south-west by part of th dary bearing 307 degrees 10 minutes 263 feet 1⅝ i the north-west by a line bearing 77 degrees 41 m seconds 1,478 feet 11½ inches to the north-western Mile End road; on the south-east by that side of bearing 206 degrees 254 feet 10⅜ inches; and on t east by a line bearing 257 degrees 41 minutes 4 1,150 feet to the point of commencement,—and said the possession of W. Brown and others.

Also, all that piece or parcel of land situate in of Baulkham Hills, parish of Castle Hill and county berland, being that part of portion 36 extending south-western boundary of that portion to the right Caddies Creek and lying within strips of land 100 on both sides of the centre line of the transmission l intersects the south-western boundary of that por point bearing 135 degrees 8 minutes 20 seconds a 2,398 feet 6 inches from the westernmost corne portion and thence bears 66 degrees 34 minutes 3 through a point on the said right bank of Caddies and said to be in the possession of E. J. Pike.

Also, all that piece or parcel of land situate in of Baulkham Hills, parish of Castle Hill and county berland, being that part of lot 10, deposited pla lying within strips of land 100 feet wide on both the centre line of the transmission line which inte north-eastern boundary of that lot at a point be degrees 19 minutes 20 seconds and distant 283 feet from the easternmost corner of that lot and the 245 degrees 31 minutes 12 seconds through a poi right bank of Caddies Creek,—and said to be in t sion of A. E. Bruning.

Also, all that piece or parcel of land situate in of Baulkham Hills, parish of Castle Hill and count berland, being part of lot X, plan annexed t F. 768.552: Commencing on the south-western side road at the northernmost corner of that lot; and thence on the north-east by that side of that ro successively 119 degrees 49 minutes 37 feet 8½ i 103 degrees 27 minutes 149 feet 6⅞ inches; on west by a line bearing 246 degrees 15 minutes 3 438 feet 11⅝ inches to the north-western bounda said lot X; and on the north-west by part of that bearing 44 degrees 10 minutes 320 feet 10¾ inc point of commencement,—and said to be in the of E. A. and E. E. Neale.

Also, all that piece or parcel of land situate in of Baulkham Hills, parish of Castle Hill and count berland, being part of portion 190: Commenci north-western boundary of the said portion 190 bearing 44 degrees 14 minutes and distant 191 from the intersection of that boundary with a n side of the road shown on plan catalogued R. 5 and bounded thence on the north-west by part north-western boundary of that portion bearing 14 minutes 256 feet 4¾ inches to the left bank Creek; generally on the north-east by that cree to a point bearing 164 degrees 35 minutes and feet 5⅜ inches; and on the south-east by a line degrees 54 minutes 20 seconds 222 feet to the commencement,—and said to be in the possession o Neeroth.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:7 of 48
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feet 2 inches; and on the north and north-west ring respectively 87 degrees 40 minutes 45 seconds 4 inches and 73 degrees 45 minutes 45 seconds ½ inches to the point of commencement,—and said, e possession of R. L. Sedger and P. O. Robinson.

that piece or parcel of land situate in the Shire of Hills, parish of Nelson and county of Cumberland, of portions 227 and 351: Commencing on the st eastern boundary of the said portion 351 at a ng 179 degrees 35 minutes and distant 542 feet 11⅜ n the north-eastern corner of that portion; and ence on the east by part of that boundary bearing 35 minutes 217 feet 5 inches; on the south-east earing successively 246 degrees 29 minutes 45 05 feet 5⅝ inches and 253 degrees 45 minutes 45 46 feet 9⅜ inches to the western boundary of the 227; on the west by part of that boundary bearing 208 feet 3¾ inches; and on the north-west by g successively 73 degrees 45 minutes 45 seconds 10 inches and 66 degrees 29 minutes 45 seconds to the point of commencement,—and said to be in ion of R. L. Sedger and C. P. Thiele.

that piece or parcel of land situate in the Shire am Hills, parish of Nelson and county of Cumber- part of lots 1 and 2, plan annexed to dealing H. ommencing on the north-eastern boundary of the at a point bearing 144 degrees 13 minutes 45 d distant 92 feet 5⅝ inches from the northernmost that lot; and bounded thence on the north-east by hat boundary bearing successively 144 degrees 13 5 seconds 162 feet 8⅞ inches and 126 degrees 59 seconds 47 feet 8 inches; on the south-east by a g 246 degrees 59 minutes 5 seconds 1,066 feet 6½ he western boundary of the said lot 2; on the west f that boundary bearing 360 degrees 217 feet 3⅝ d on the north-west by a line bearing 66 degrees 59 seconds 921 feet 9⅞ inches to the point of com- t,—and said to be in the possession of E. Murdocca .

l that piece or parcel of land situate in the Shire am Hills, parish of Nelson and county of Cumber- g part of lot 60A, miscellaneous plan of subdivision ,637—Commencing on the easternmost northern of that lot at a point bearing 89 degrees 53 minutes s and distant 935 feet 11¾ inches from the north- orner of the land shown in miscellaneous plan of subdivision (R.P.) 9,160; and bounded thence on the nort by part of that boundary bearing 89 degrees 53 minutes 2 seconds 510 feet 11⅛ inches; on the south-east by a line bea ing 246 degrees 50 minutes 40 seconds 1,541 feet 5¼ inch to the south-western boundary of that lot; on the south-we by part of that boundary bearing successively 306 degrees 5 minutes 45 seconds 75 feet 5 inches and 324 degrees 1 minutes 138 feet; and on the north-west by a line bearir 66 degrees 50 minutes 40 seconds 1,139 feet 2⅛ inches to t point of commencement,—and said to be in the possession J. E. Inwood.

Also, all that piece or parcel of land situate in the Shi of Baulkham Hills, parish of Nelson and county of Cumbe land, being part of portions 175 and 178: Commencing the southern boundary of the said portion 178 at a poi bearing 270 degrees and distant 272 feet 6½ inches from t south-eastern corner of that portion; and bounded thence the south by part of that boundary bearing 270 degrees 5 feet 11⅛ inches; on the north-west by lines bearing succe sively 66 degrees 57 minutes 20 seconds 1,553 feet 4½ inch and 65 degrees 33 minutes 1,666 feet 7⅞ inches to the weste boundary of lot F, plan annexed to dealing H. 280,861; on t east by part of that boundary bearing 180 degrees 1 minu 219 feet 8¾ inches, and on the south-east by lines beari successively 245 degrees 33 minutes 1,578 feet 1¼ inches a 246 degrees 57 minutes 20 seconds 1,085 feet 8 inches to t point of commencement,—and said to be in the possession D. E. Andrew and E. I. Boyton.

And also, all that piece or parcel of land situate in t Shire of Baulkham Hills, parish of Nelson and county Cumberland, being part of lot C, plan annexed to deali G. 787,158 and part of lot F, plan annexed to dealing 280,861: Commencing on the western boundary of the s lot F at a point bearing 178 degrees 44 minutes and dist 166 feet 7⅞ inches from the north-western corner of that and bounded thence on the north-west by a line bearing degrees 17 minutes 15 seconds 876 feet 9⅝ inches to southern boundary of lot B, plan annexed to dealing 787,158; on the north by part of that boundary bearing degrees 30 minutes 10 seconds 487 feet 7¼ inches; on south-east by a line bearing 244 degrees 17 minutes 15 seco 1,412 feet 5 inches to the said western boundary of lot F; on the west by part of that boundary bearing 358 degrees minutes 219 feet 8⅜ inches to the point of commencement and said to be in the possession of O. B. Martyn and C. Hunt. Misc. 61-511. (17

Sydney: V. C. N. Blight, Government Printer—1963

Also, all that piece or par ... in the Shire
of Baulkham Hills, parish of ... county of Cum-
berland, being part of lo ... xed to dealing
H. 447,289: Commencing ... tern boundary of
the said lot 2 at a point ... MMISSION AC ... degrees 36 minutes
5 seconds and distant 273 ... ORKS ACT ... tres from the southern-
most corner of lot 1, plan ... Nord to dealing H. 447,289;
and bounded thence on t ... east by part of that boun-
dary bearing 222 degrees 3 ... minutes 45 seconds 188 feet 2½
inches to the right bank of Cattai Creek; generally on the
west by that creek downwards to the southernmost corner
of lot 3; on the north-west by part of the south-eastern
boundary of that lot bearing 19 degrees 42 minutes 10 seconds
9 feet 7¼ inches;, and again on the north-west by a line
bearing 70 degrees 15 minutes 5 seconds 114 feet 5½ inches
to the point of commencement,—and said to be in the posses-
sion of A. R. Saundercock.

Also, all that piece or parcel of land situate in the Shire of
Baulkham Hills, parish of Nelson and county of Cumberland,
being part of lots 4 to 7 inclusive, and part of lot 11, deposited
plan 31,865: Commencing on the eastern boundary of the said
lot 11 at a point bearing 360 degrees and distant 1,431 feet 9½
inches from the south-eastern corner of that lot; and bounded
thence on the south-east by a line bearing 250 degrees 18
minutes 20 seconds 1,156 feet 8⅝ inches to the north-eastern
boundary of the land shown in plan annexed to dealing G.
502,668; on the south-west by part of that boundary bearing
152 degrees 43 minutes 20 seconds 67 feet 11⅛ inches to the
northernmost corner of that land; again on the south-east by
part of the north-western boundary of the said land bearing
65 degrees 57 minutes 15 seconds 169 feet 10½ inches; again
on the south-east by a line bearing 250 degrees 18 minutes
seconds 91 feet 7¼ inches to the north-eastern side of
grove-road; again on the south-west by that side of
road bearing 332 degrees 39 minutes 30 seconds 201
feet 9½ inches; on the north-west by a line bearing 70
degrees 18 minutes 20 seconds 1,511 feet 8½ inches to the
said eastern boundary of lot 11; and on the east by part of
that boundary bearing 180 degrees 212 feet 5½ inches to the
point of commencement,—and said to be in the possession of
F. Robb and others.

Also, all that piece or parcel of land situate in the Shire
of Baulkham Hills, parish of Nelson and county of Cumber-
land, being part of the land shown in plan annexed to dealing
G. 502,668: Commencing at the northernmost corner of the
land shown in plan annexed to dealing G. 502,668; and
bounded thence on the north-east by part of the north-eastern
boundary of that land bearing 152 degrees 56 minutes 67
feet 11⅛ inches; on the south-east by a line bearing 250
degrees 40 minutes 30 seconds 165 feet 1½ inches to the north-
eastern boundary of that land; and on the north-west by part
of that boundary bearing 47 degrees 20 minutes 169 feet 10½
inches to the point of commencement,—and said to be in the
possession of the Crown.

Also, all that piece or parcel of land situate in the Shire of
Baulkham Hills, parish of Nelson and county of Cumberland,
being part of portion 230 and part of lot A, plan annexed to
dealing H. 155,963: Commencing on the eastern boundary of
the said portion 230 at a point bearing 360 degrees and distant
0 feet 1¼ inches from the south-eastern corner of that
portion; and bounded thence on the south and south-east by
lines bearing respectively 267 degrees 28 minutes 20 seconds
656 feet 5½ inches and 250 degrees 14 minutes 20 seconds
656 feet 4 inches to the westernmost western boundary of the
said lot A; on the west by part of that boundary bearing
152 degrees 212 feet 6¼ inches; on the north-west and
north by lines bearing respectively 70 degrees 14 minutes
20 seconds 293 feet 9½ inches and 87 degrees 28 minutes 20
seconds 678 feet 7⅛ inches to the said eastern boundary of
portion 230; and on the east by part of that boundary bearing
180 degrees 200 feet 2⅝ inches to the point of commencement,
and said to be in the possession of the Crown and N. A.

Also, all that piece or parcel of land situate in the Shire of
Baulkham Hills, parish of Nelson and county of Cumberland,
being part of portions 229 and 296: Commencing on the
south-eastern boundary of the said portion 296 at a point
bearing 133 degrees 47 minutes and distant 92 feet 3½ inches
from the northernmost corner of that portion; and bounded
thence on the north-east by part of that boundary bearing 133
degrees 47 minutes 276 feet 7⅛ inches; on the south by a line
bearing 267 degrees 28 minutes 20 seconds 656 feet 4⅛ inches
to the western boundary of the said portion 229; on the west
part of that boundary bearing 360 degrees 200 feet 2⅝
inches; and on the north by a line bearing 87 degrees 28
minutes 20 seconds 456 feet 6¼ inches to the point of com-
mencement,—and said to be in the possession of P. E.
Lo and others.

Also, all that piece or parcel of land situate in
Baulkham Hills, parsh of Nelson and county of C
being part of portion 290: Commencing on th
south-eastern boundary of the said portion 290
bearing 215 degrees 36 minutes and distant 1 foo
from the angle formed by traverse lines 2 and 3 sh
catalogued C. 1,781-2,030; and bounded thence o
east by part of that boundary bearing 215 degrees
252 feet 1⅝ inches: on the south by a line bearing
6 minutes 35 seconds 620 feet to the right bank o
Creek; generally on the south-west by that creek
to a point bearing 312 degrees 11 minutes and
feet 6⅝ inches; and on the north by a line bearing
6 minutes 35 seconds 980 feet to the point of com
—and said to be in the possession of J. Baildon.

Also, all that piece or parcel of land situate i
of Baulkham Hills, parish of Nelson and count
berland, being part of portion 166: Commenci
northernmost north-eastern boundary of the said
at a point bearing 137 degrees and distant 164 fee
from the northernmost corner of that portion; an
thence on the north-east by part of that boundary
degrees 85 feet 2 inches; on the south-east by
south-eastern boundary of that portion bearing
16 minutes 145 feet 7⅝ inches; on the south by a
ing 267 degrees 35 seconds 355 feet 2½ inches to th
most north-western boundary of the said portion
north-west by part of that boundary bearing 34
minutes 252 feet ¾ inch; and on the north by a li
87 degrees 35 seconds 202 feet 2½ inches to th
commencement,—and said to be in the possession
and V. G. Smith.

Also, all that piece or parcel of land situate in
of Baulkham Hills, parish of Nelson and county o
land, being part of lots 1 to 3 inclusive, depo
201,608: Commencing on the northernmost eastern
of the said lot 3 at a point bearing 360 degrees a
645 feet 5½ inches from the north-eastern corner
deposited plan 31,088; and bounded thence on the s
line bearing 267 degrees 5 minutes 15 seconds 1,33
inches to the southernmost north-western boundary c
lot 1; on the north-west by part of that boundary
degrees 2 minutes 136 feet 5⅜ inches; on the sout
part of the northernmost south-western boundary c
bearing 317 degrees 85 feet 2⅞ inches; on the north
bearing 87 degrees 5 minutes 15 seconds 1,383 feet
to the said northernmost eastern boundary of lot
the east by part of that boundary bearing 180 de
feet 3½ inches to the point of commencement,—an
be in the possession of K. H. Regal and others.

Also, all that piece or parcel of land situate in
of Baulkham Hills, parish of Nelson and county o
land, being part of portion 304: Commencing on
boundary of the said portion 304 at a point b
degrees 44 minutes and distant 668 feet 10½ inche
south-western corner of that portion; and bounded
the west by part of that boundary bearing 359
minutes 200 feet 2¾ inches; on the north by a
87 degrees 35 seconds 1,341 feet 9⅞ inches to th
most eastern boundary of the said portion 304; on
part of that boundary bearing 179 degrees 58
feet 3¼ inches: and on the south by a line bearing
35 seconds 1,341 feet ⅛ inch to the point of co
—and said to be in the possession of the Crown.

Also, all that piece or parcel of land situate in
Baulkham Hills, parish of Nelson and county of
being part of portion 291: Commencing on
boundary of the said portion 291 at a point beari
and distant 738 feet 9⅞ inches from the south-w
of that portion; and bounded thence on the wes
that boundary bearing 2 minutes 200 feet 3½ in
north by a line bearing 87 degrees 4 minutes 35
feet 3¼ inches to the eastern boundary of tha
the east by part of that boundary bearing 180
feet 3¼ inches; and on the south by a line bearin
4 minutes 35 seconds 1,816 feet 4⅞ inches to
commencement,—and said to be in the possessio
P. M. Lane.

Also, all that piece or parcel of land situate i
Baulkham Hills, parish of Nelson and county o
being part of portions 371 and 369: Comm
eastern boundary of the said portion 369 at a
180 degrees and distant 884 feet 2⅝ inches fr
eastern corner of that portion; and bounded
east by part of that boundary bearing 200 d
2¾ inches; on the south-east and south by
respectively 253 degrees 45 minutes 45 second
inches and 267 degrees 40 minutes 45 second
inches to the northernmost western boundary o
tion 371; on the west by part of that bounda

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S.B. 20432

~~Municipality of~~
Municipality of Blacktown

AA (13A)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

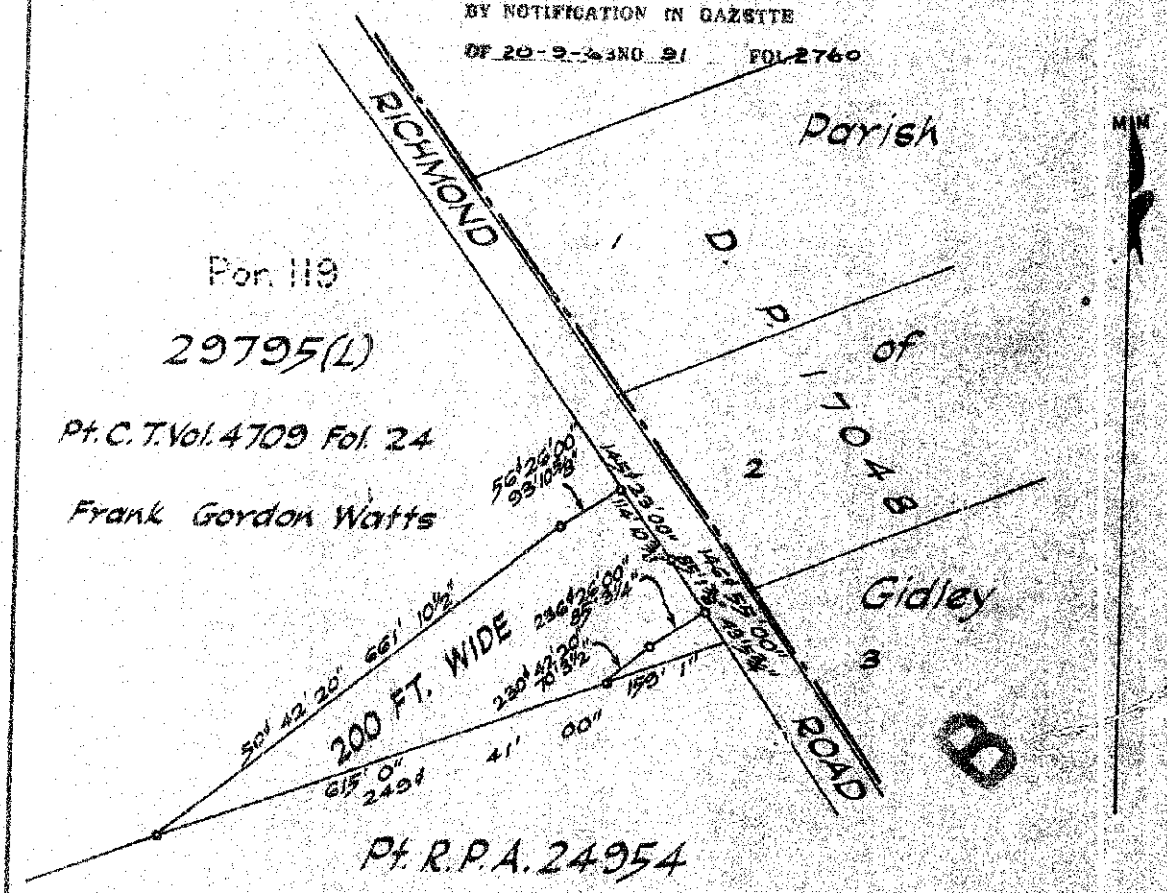
Parish of Rooty Hill County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-43 NO. 91 FOL. 2760



I certify that this plan has been compiled from information in plan 29795(L) and is correct.

Chas. Tritch.

Surveyor Registered under the Surveyors Act, 1929

P. 3994

Date 1-7-60

M.E.B.

S.B. 20432

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:10 of 48
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AB

23

COMMISSION OF N.S.W.

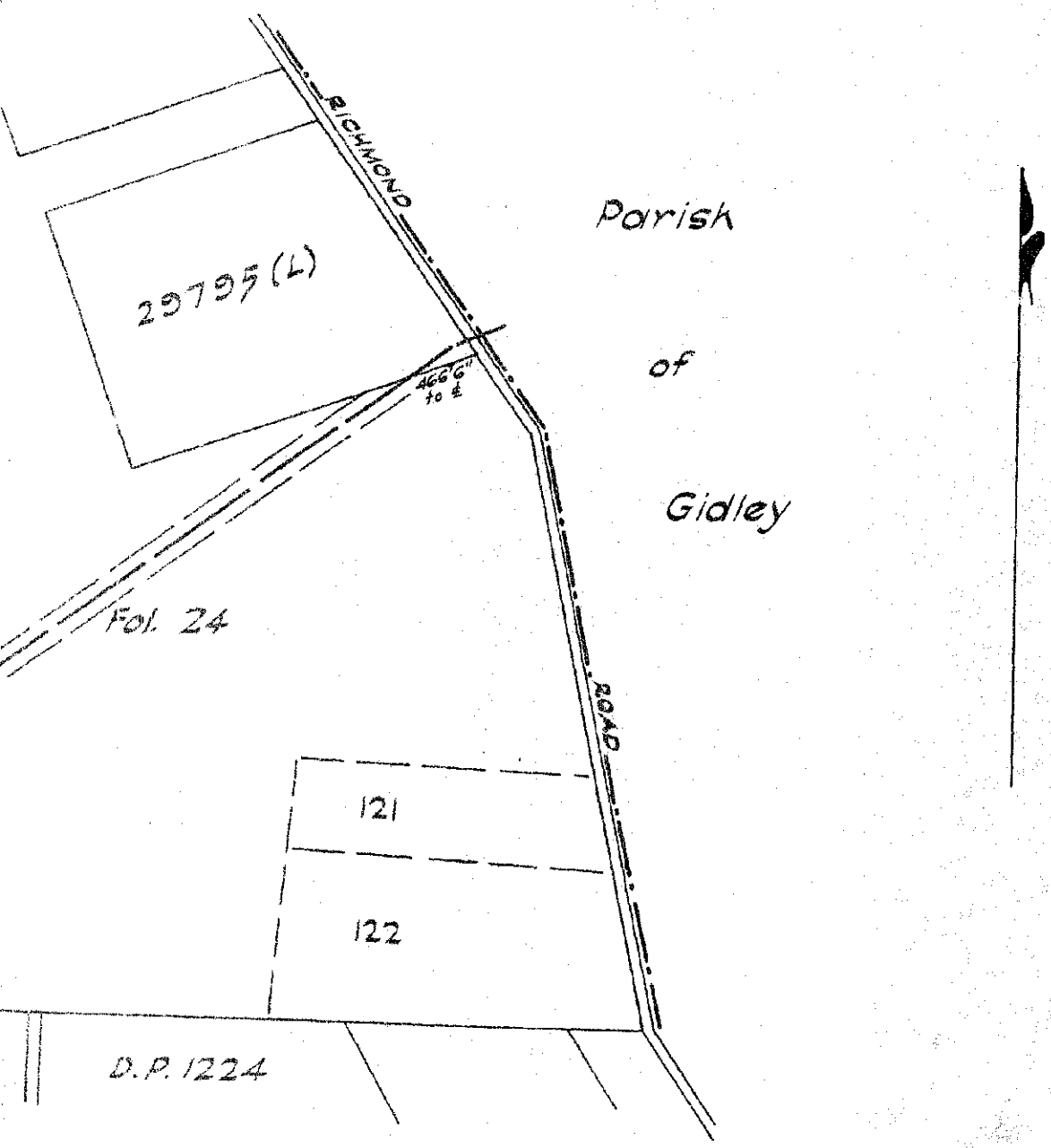
– SYDNEY NORTH
NSMISSION LINE

PLAN

ED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

Feet to an inch



S.B. 7043 R

Chas. Fitzell.

Surveyor Registered under The Surveyors Act, 1929.

P.3993

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:11 of 48
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B (77)

ITY COMMISSION OF N.S.W.

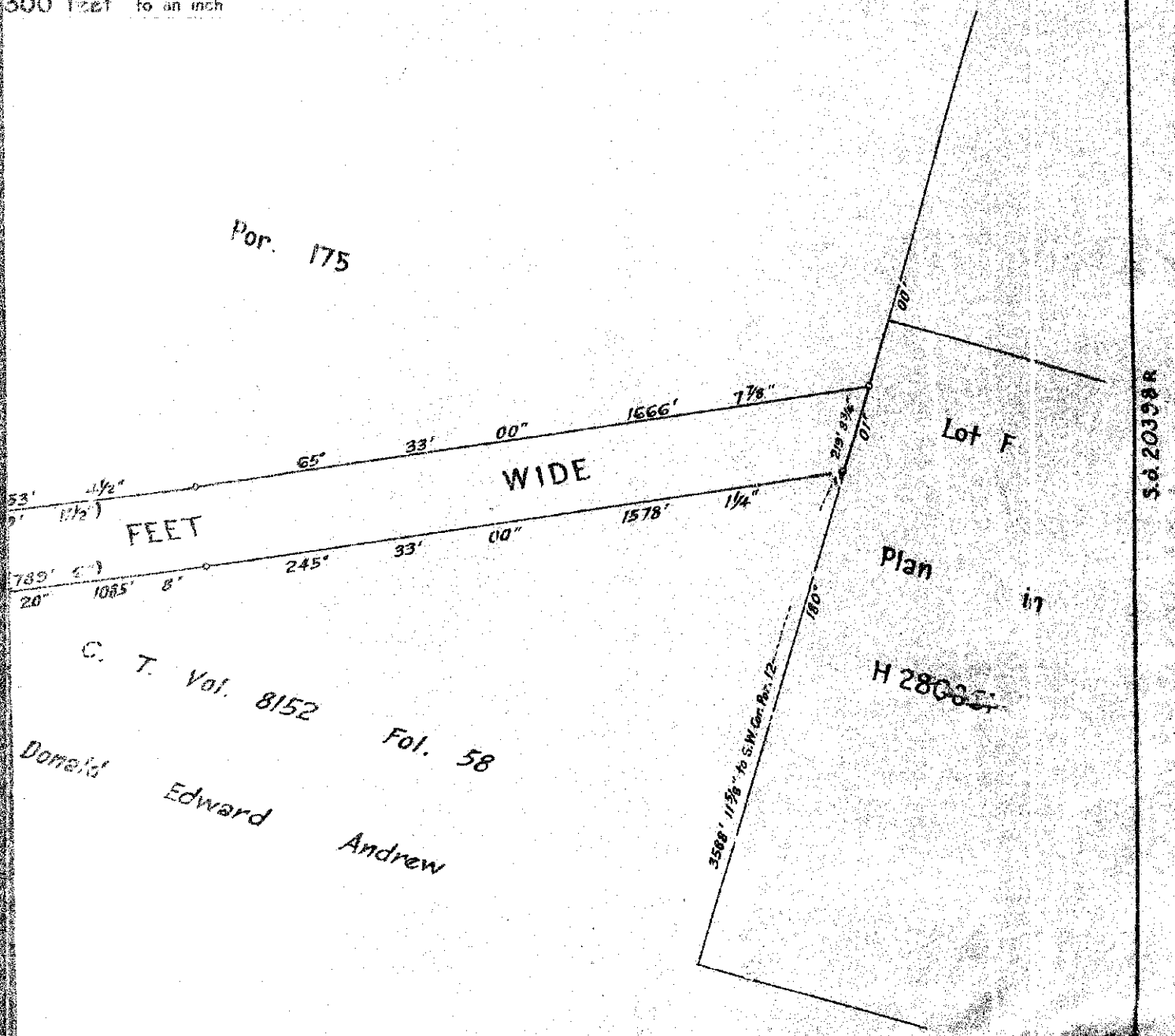
T - SYDNEY NORTH NSMISSION LINE

PLAN

POSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

300 feet to an inch



I certify that this plan has been compiled from the information shown in plans catalogued C.957 203a & C.985 1090 (Part) at the Lands Dept, and is correct.

Thomas J. Clark
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P3984

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:12 of 48
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~~Municipality of~~
~~Shire of~~
Shire of Baulkham Hills

THE ELECTRI

SYDNEY WES
330 KV. TRA

SHOWING SITE OF EASEMENT PRO

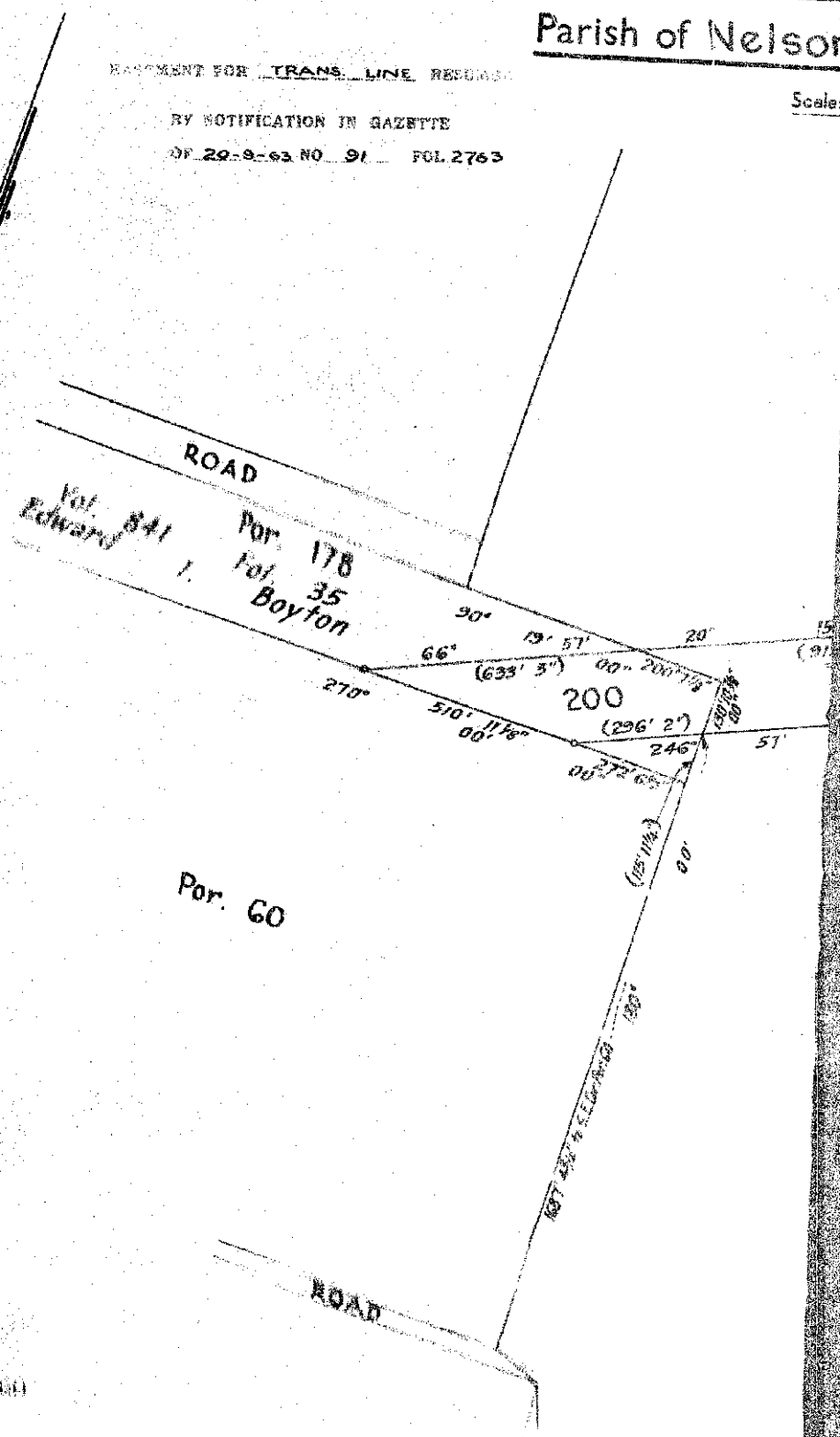
Parish of Nelson

Scale:

EASEMENT FOR TRANS. LINE REQUIRED

BY NOTIFICATION IN GAZETTE

OF 29-9-63 NO 91 FOL 2763



AB 20398 A

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:13 of 48
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C (76)

RICITY COMMISSION OF N.S.W.

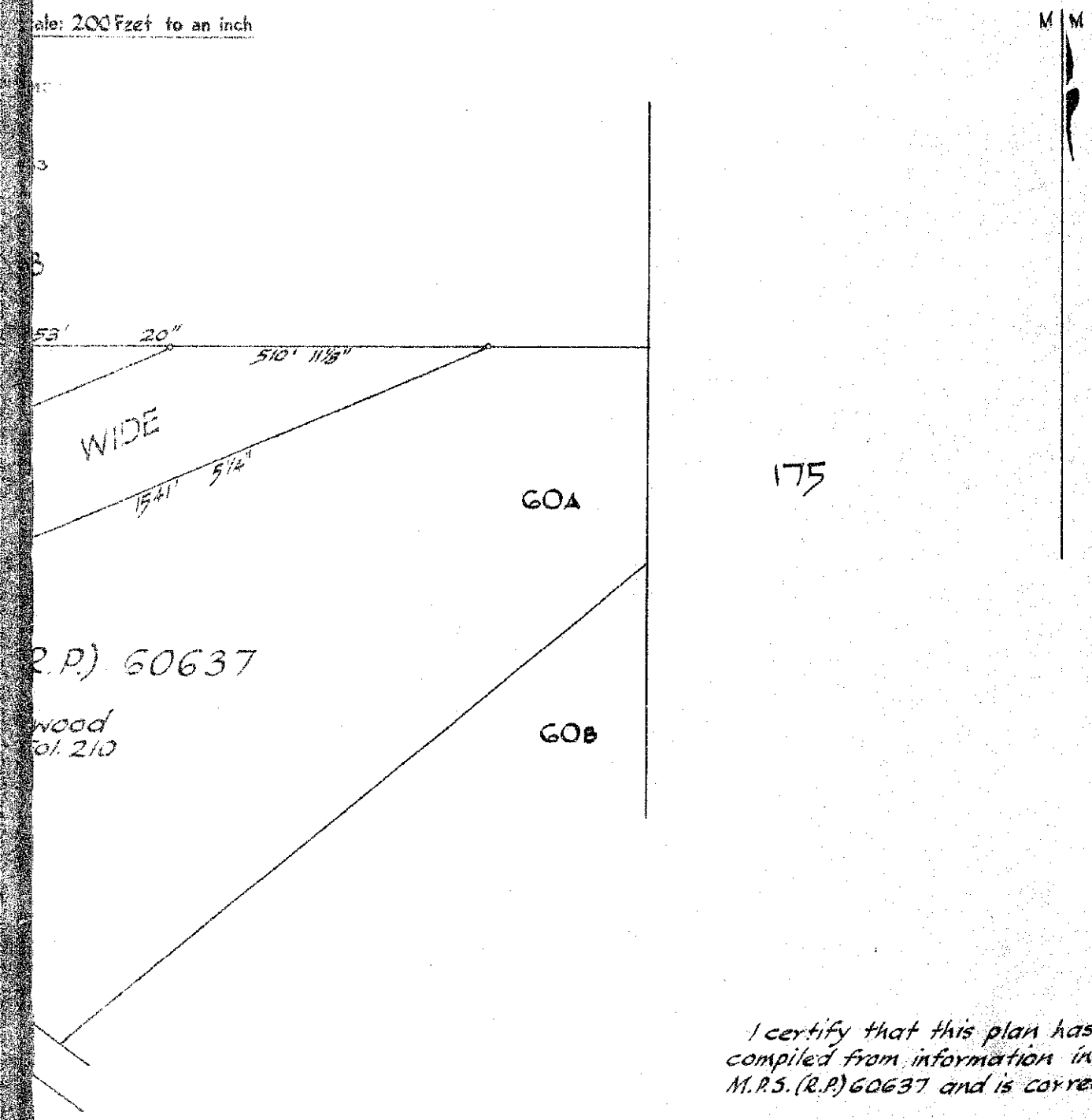
VEST - SYDNEY NORTH TRANSMISSION LINE

PLAN

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

on County of Cumberland

ale: 200 Feet to an inch



I certify that this plan has been compiled from information in M.P.S. (R.P.) 60637 and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P 3983

S.B.20399R

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:14 of 48
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~~Municipality of~~
Shire of Baulkham Hills

THE ELEC

SYDNEY W
330kV.

SHOWING SITE OF EASEMENT

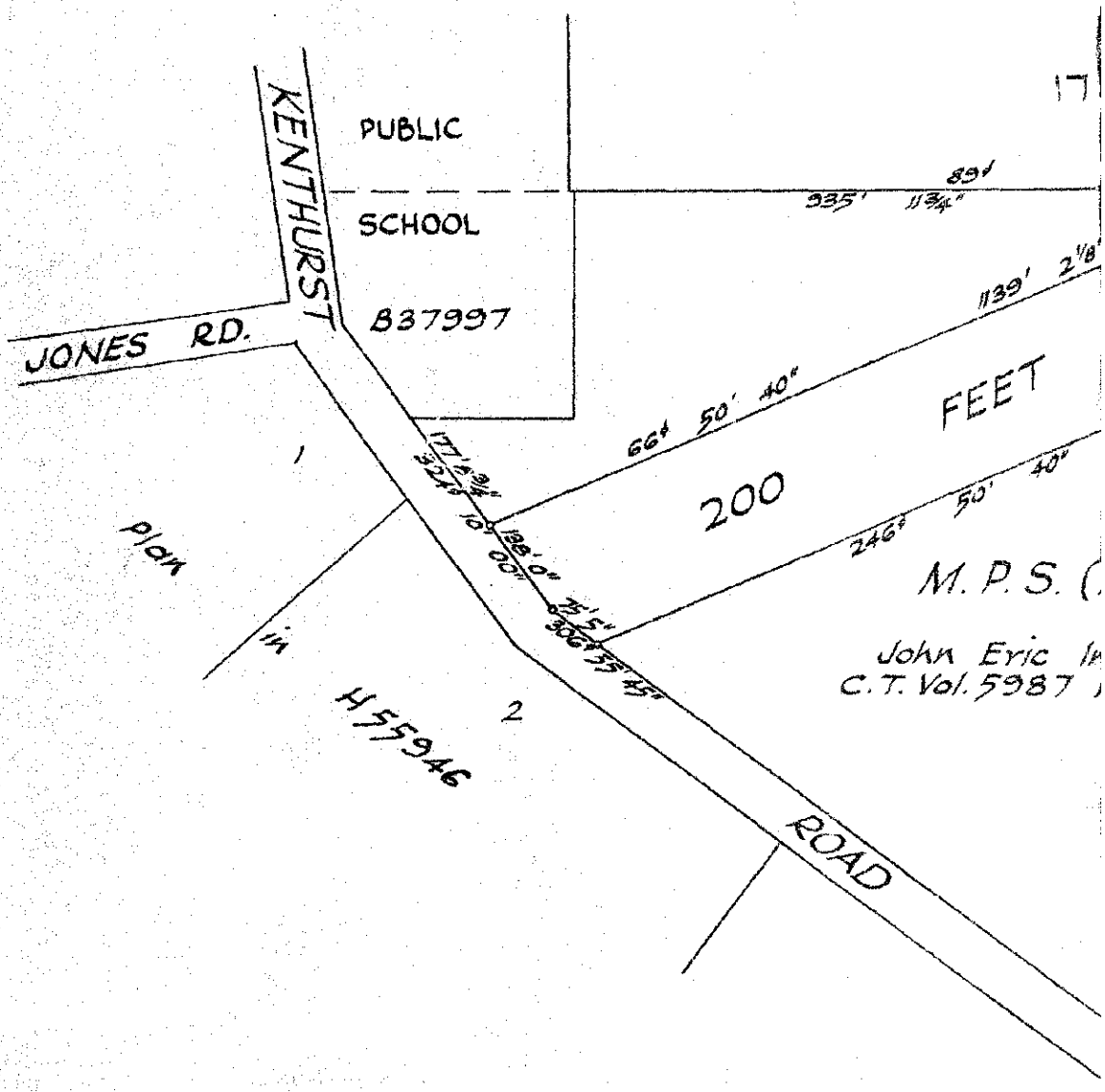
Parish of Nels

S

EASEMENT FOR TRANS. LINE RESU

BY NOTIFICATION IN GAZETTE

OF 20-3-63 NO 81 FOL. 27



S.B. 20399R

Date: 28·3·60

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:15 of 48
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~~Municipality of~~
Shire of Baulkham Hills

D (75)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

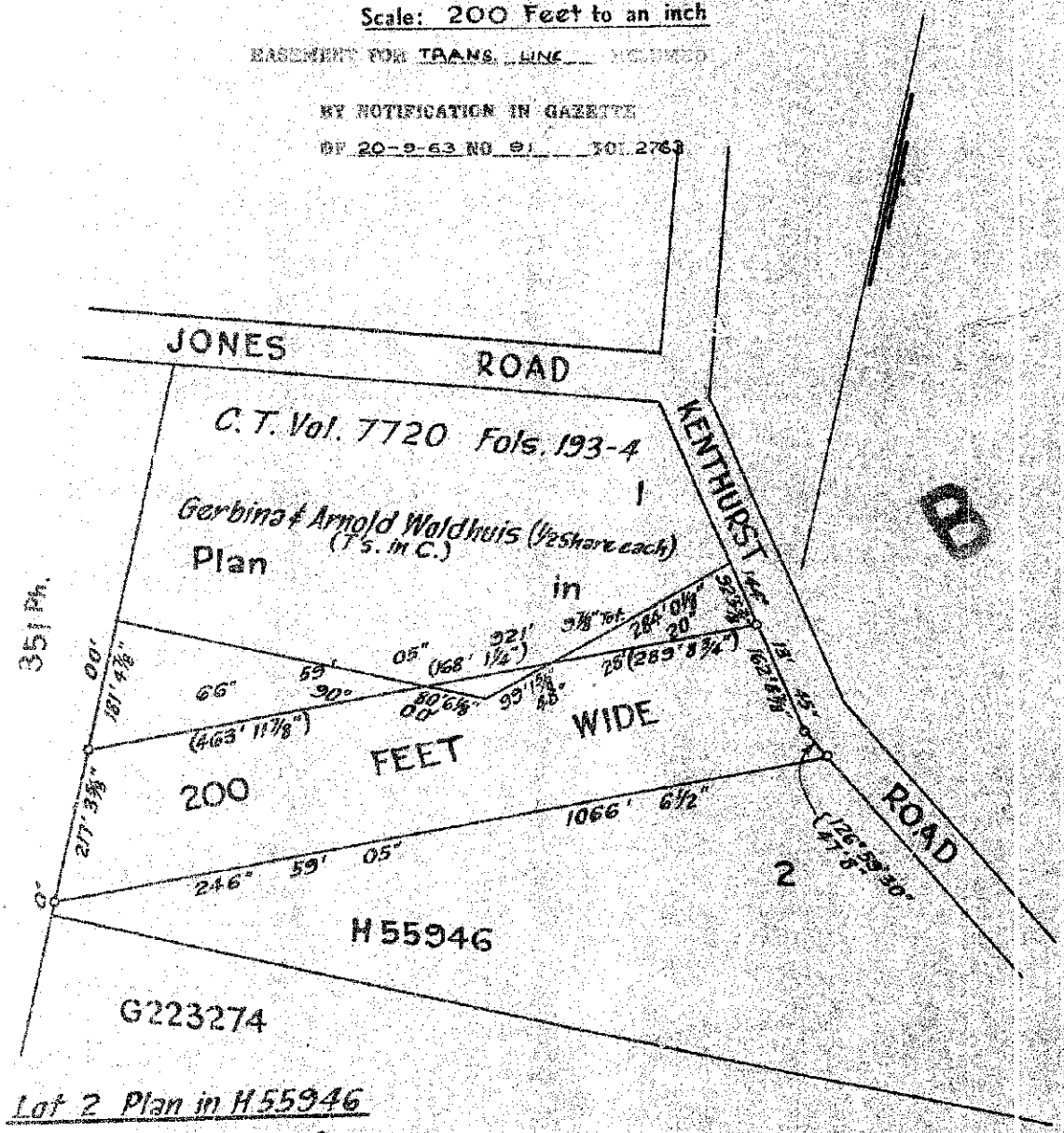
Parish of Nelson County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO 91 FOL 2763



Lot 2 Plan in H55946

Ernesto Murdocca
Maria Murdocca } T's in C.
Guiseppe Murdocca
C.T. Vol. 8108 Fols. 170, 171 & 172

I certify that this plan has been compiled from the information shown in Plan with H55946, catalogued at the Registrar Generals Department, and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P 398

Date A. A. 60

S.B. 20400

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:16 of 48
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E (74)

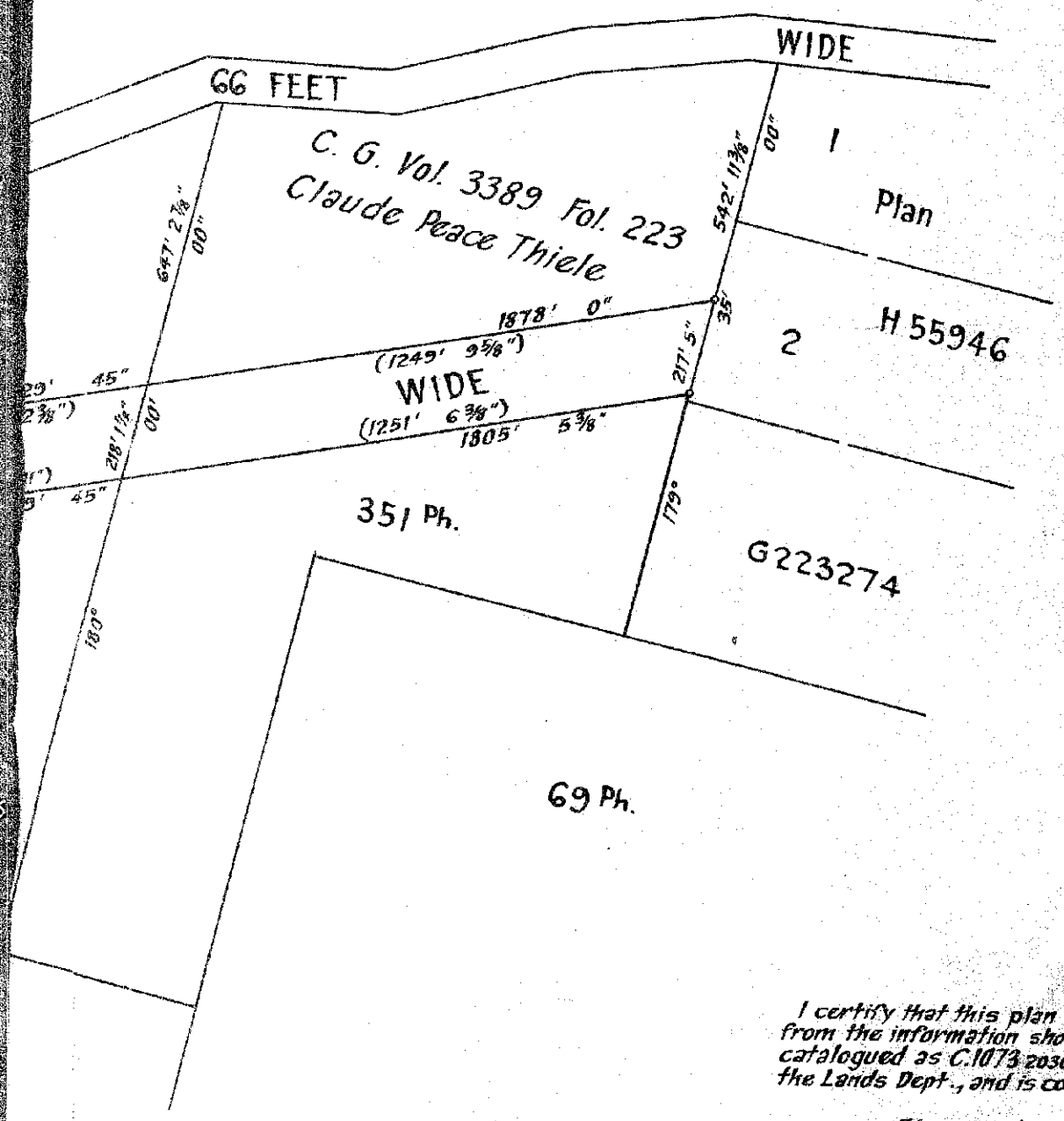
CITY COMMISSION OF N.S.W.

T - SYDNEY NORTH
ANSMISSION LINE
PLAN

ROPOSED TO BE RESUMED FOR TRANSMISSION LINE

n County of Cumberland

e: 300 feet to an inch



S.B. 2040 R

I certify that this plan has been compiled from the information shown in plans catalogued as C.1073-2030 & C.1631-2030 at the Lands Dept., and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

P 3981

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:17 of 48
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~~Municipality of~~
Shire of Baulkham Hills

THE ELECTI

SYDNEY WES
330 KV. TR

SHOWING SITE OF EASEMENT

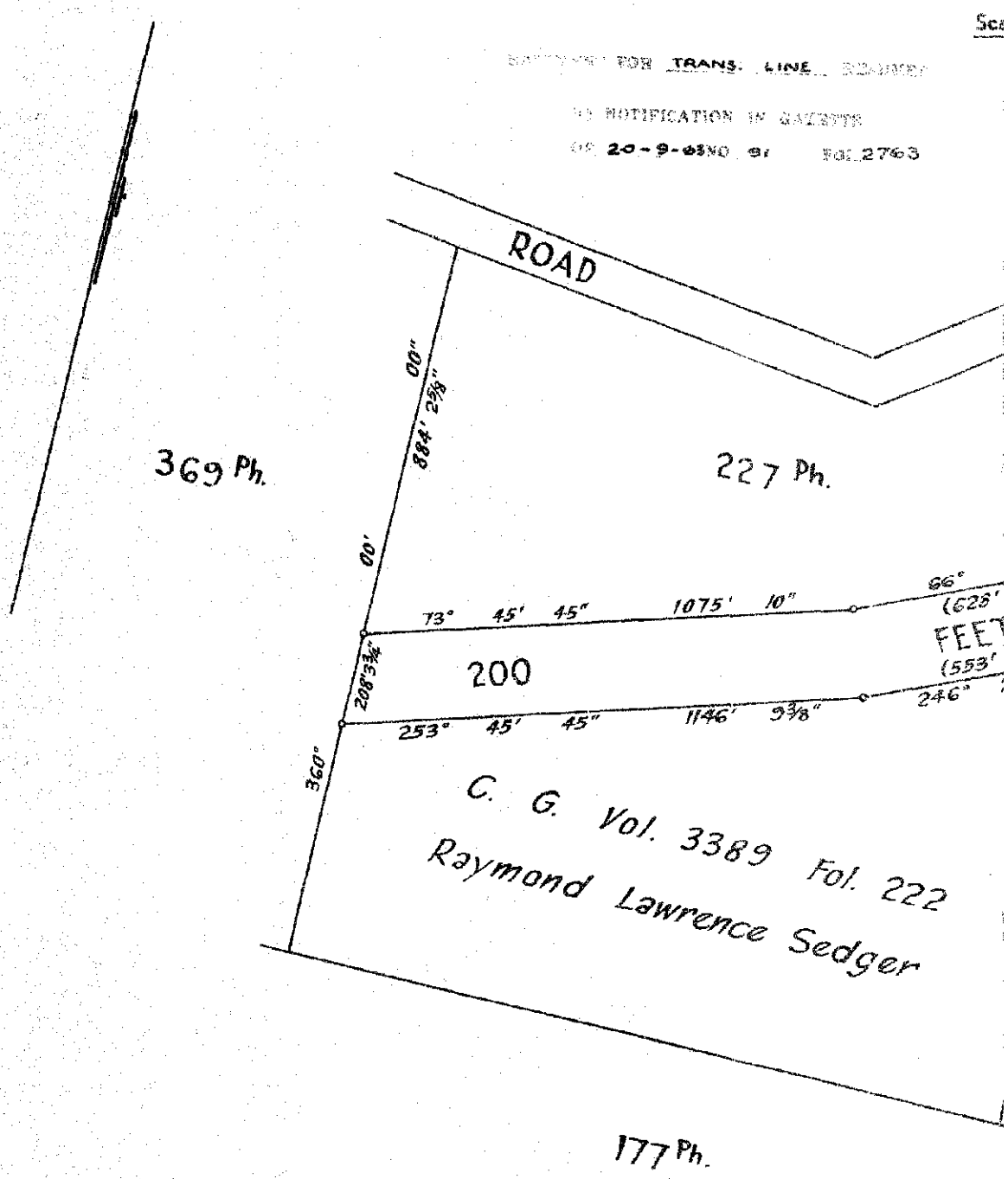
Parish of Nelsc

Sc

FOR TRANS. LINE

NOTIFICATION IN GAZETTE

20-9-63 NO. 91 Fol. 2763



S.B. 204018

Date: 4.4.60

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:18 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills

F (23)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

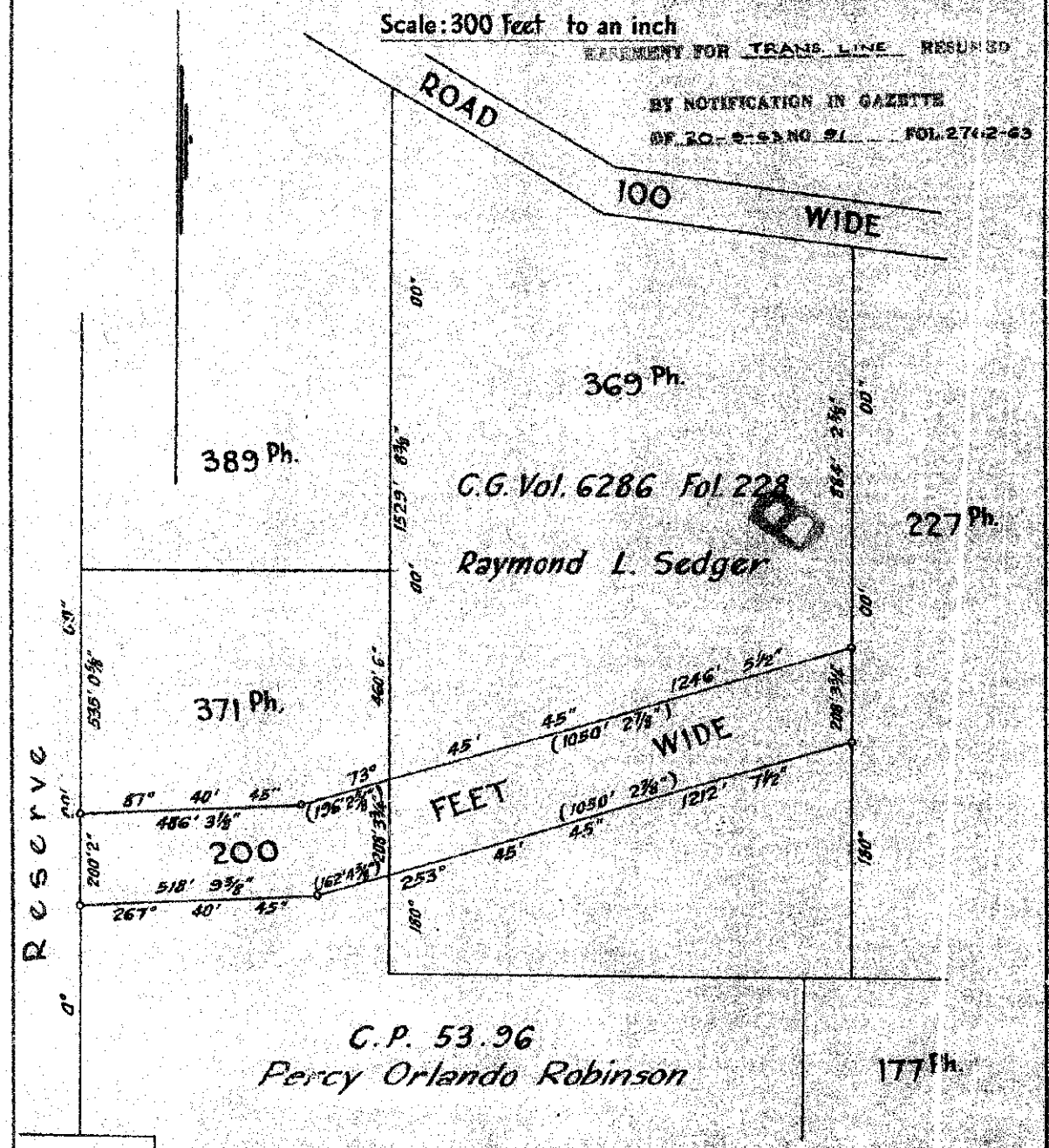
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 300 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED
BY NOTIFICATION IN GAZETTE
OF 20-8-63 NO 91 FOL. 2742-63



I certify that this plan has been compiled from the information shown in plans C.3755 2030 & C.3842 2030 catalogued at the Lands Dept., and is correct.

Thomas G. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date: 4. 4. 60.

P 39620

S.B. 20402

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:19 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

G

(72)

ICITY COMMISSION OF N.S.W.

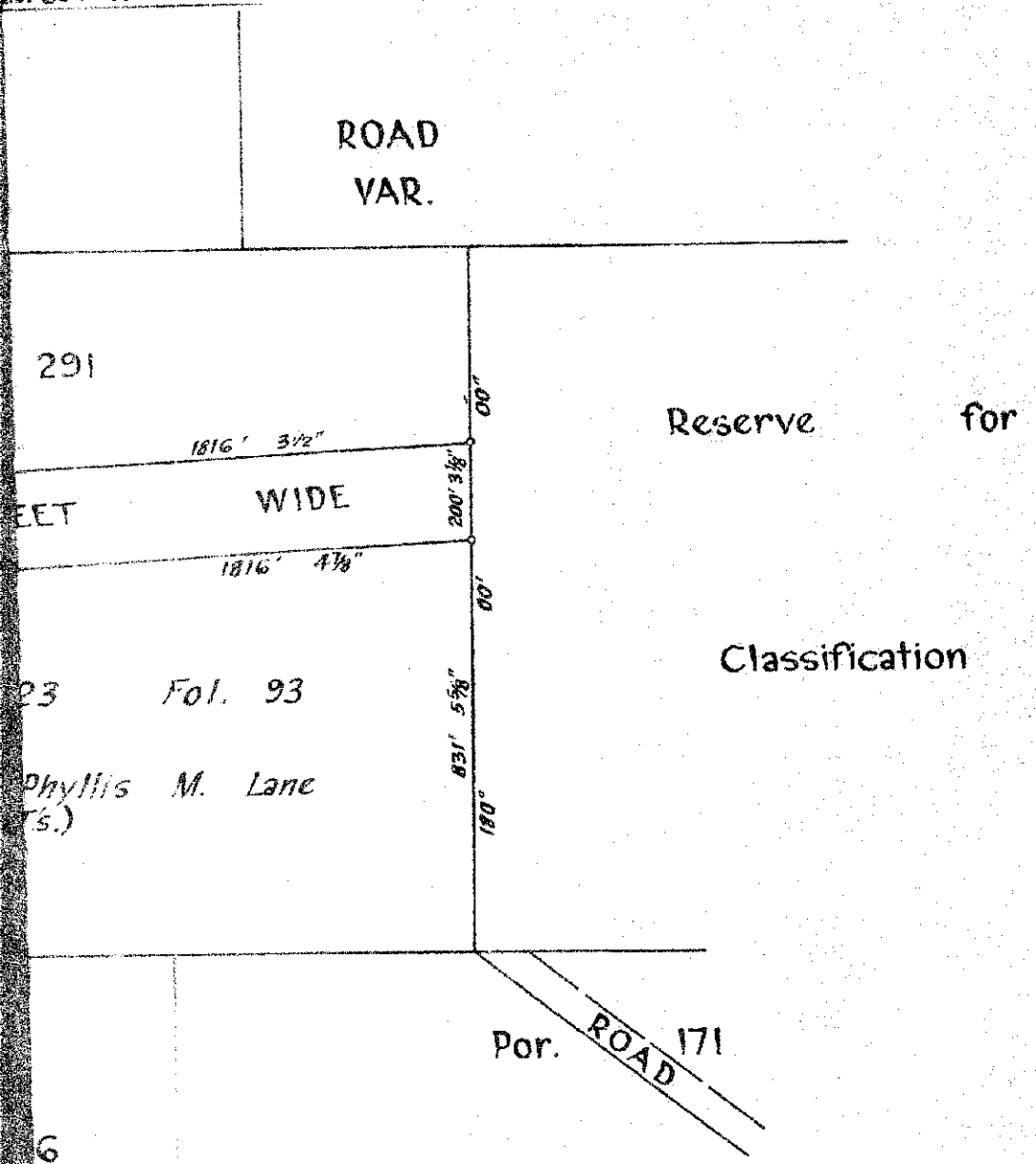
EST - SYDNEY NORTH
ANSMISSION LINE

PLAN

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

ale: 300 Feet to an inch



Reserve for

Classification

38.20403R

I certify that this plan has been compiled from the information shown in plan C.450 2030 catalogued at the Lands Dept., Sydney, and is correct.

Thomas J. Clarke

of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P397.9

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:20 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills

THE ELEC

SYDNEY W
330kV. T

SHOWING SITE OF EASEMENT

Parish of Nelso

EASEMENT FOR TRANS LINE

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO 91 FOL 2762

Por. 305

Por. 304

Por.

00"

87° 04' 35"

200'3½"

200

02'

267° 04' 35"

C. G. Vol. 17

738' 9⅞"

James F. &
(J.

0'

B	A	D
D680701	F780440	G32398

5.B.20403R

Date: 22. 4. 60.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:21 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

H (70)

Y COMMISSION OF N.S.W.

– SYDNEY NORTH
ISMISSION LINE
PLAN

OED TO BE RESUMED FOR TRANSMISSION LINE

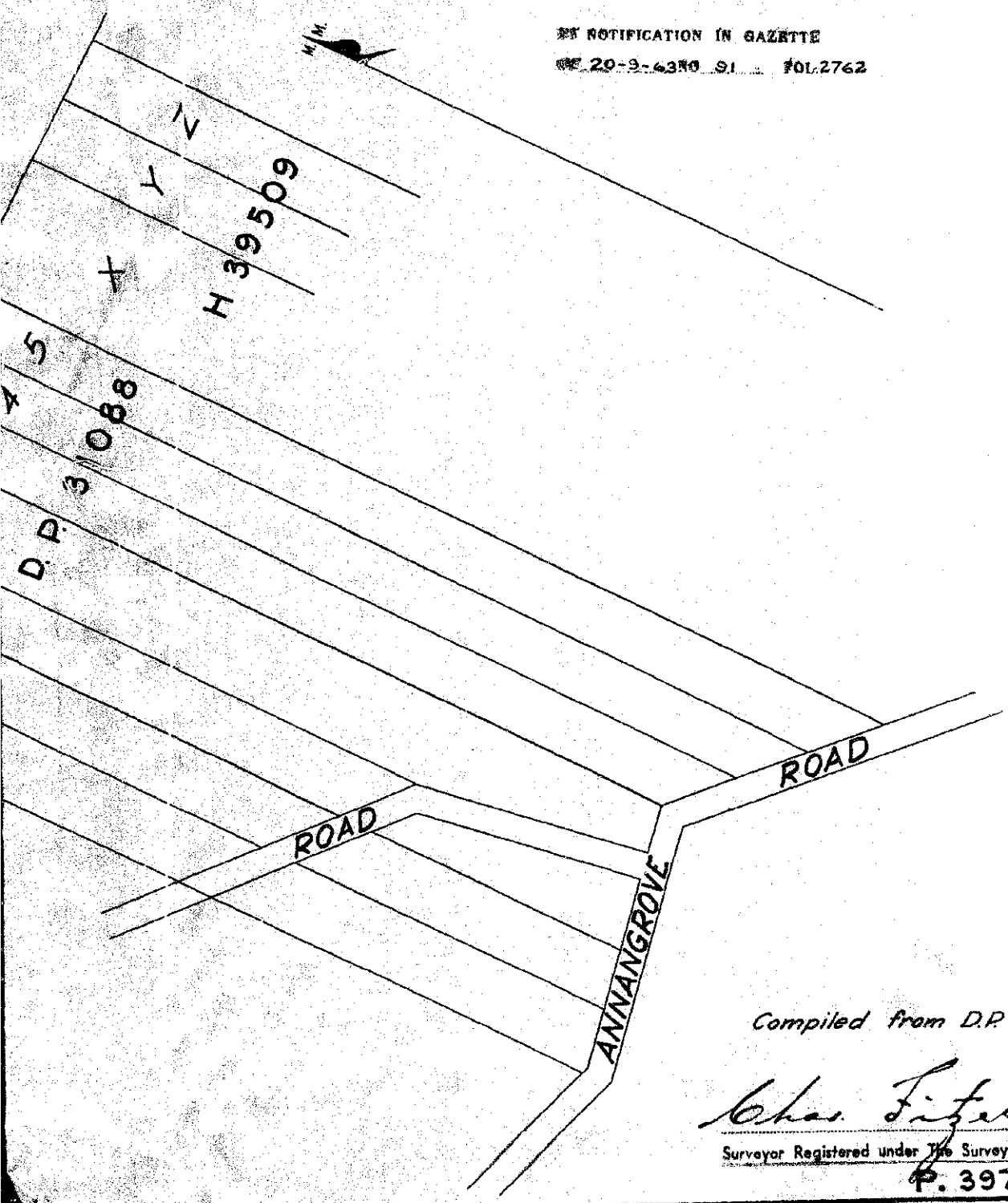
County of Cumberland

00 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 29-9-1950 91 FOL.2762



S.B. 20405 R

Compiled from D.P. 201608.

Chas. Fitzell.

Surveyor Registered under The Surveyors Act, 1929-46

P. 3977A

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:22 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

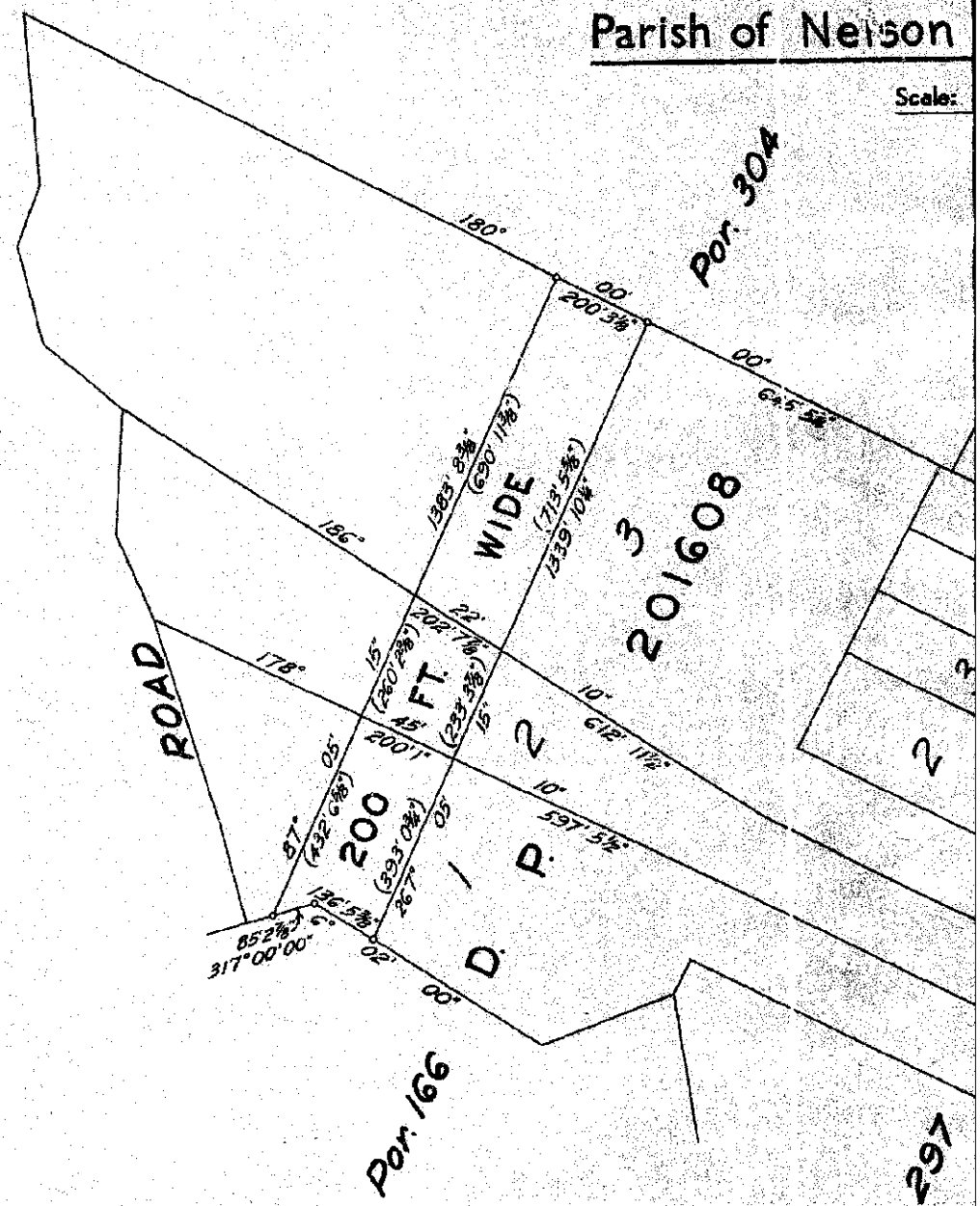
~~Municipality of~~
Shire of Baulkham Hills.

THE ELECTRIC
SYDNEY WEST
330kV. TRA

SHOWING SITE OF EASEMENT PRO

Parish of Nelson

Scale:



S.B. 20405 R

Lot 1, D.P. 201608 — Karl H. Regel, Frieda L. Regel — J.T's — C.T. Vol. 9003 Fol. 70

Lot 2, do — Johannes H. Amsen, Johanna E. Amsen — J.T's — C.T. Vol. 9003 Fol. 71

Lot 3, do — Ronald B. Hammond, Leslie V. Whibley — T's in C. — C.T. Vol. 9003 Fols. 72A & 72B

Date: 12-12-1962

Field Book No.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:23 of 48
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Shire of Baulkham Hills

(62)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

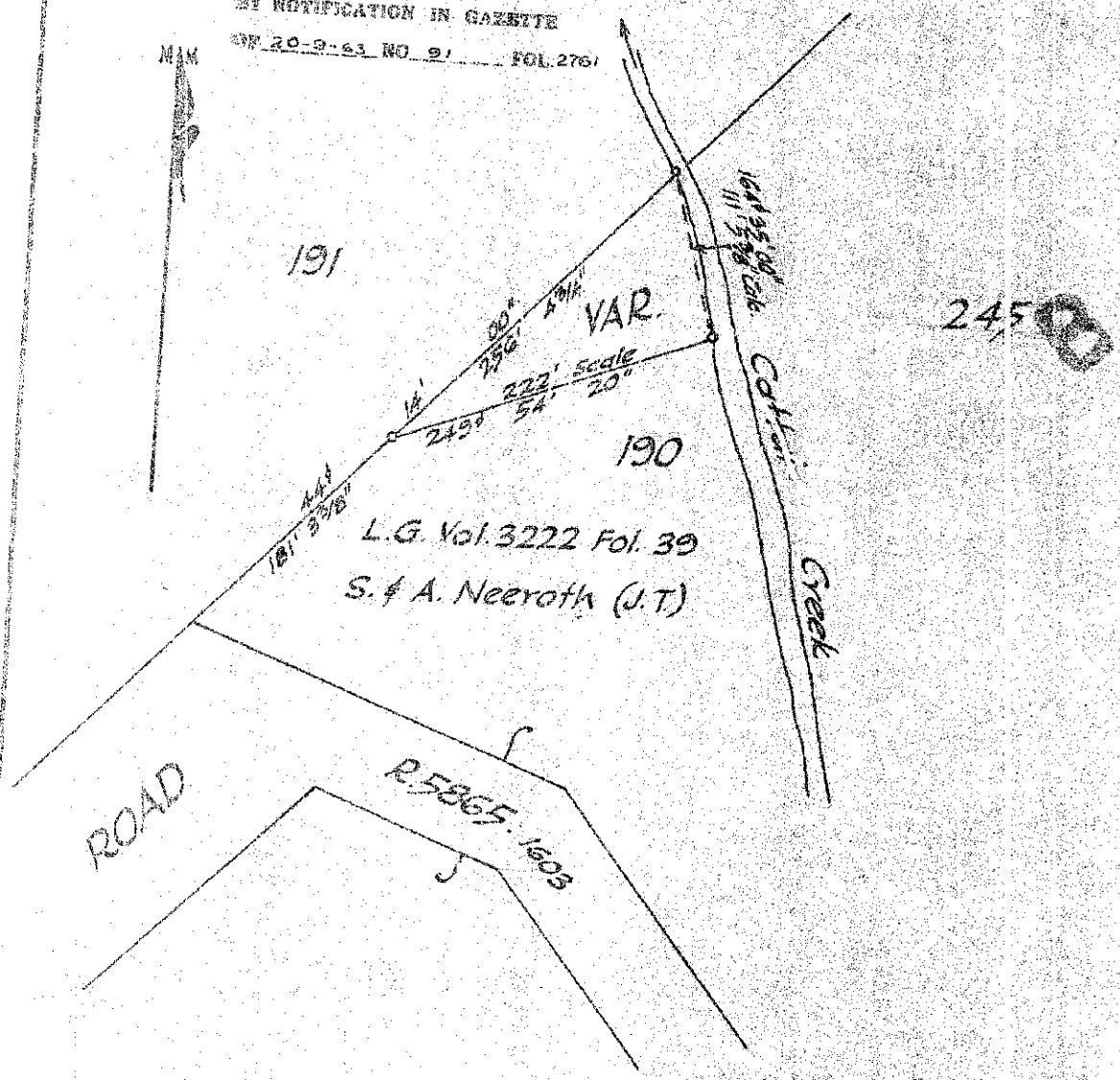
Parish of Castle Hill County of Cumberland

Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

DATE 20-9-63 NO. 91 FOL. 2761



I certify that this plan has been compiled from information in plans catalogued C.972.2030 and R.5865.1603 at the Lands Dept. and is correct.

Date 10-5-60

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

P3969

S.B. 20213

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:24 of 48
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Municipality of
Shire of Baulkham Hills

(62)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

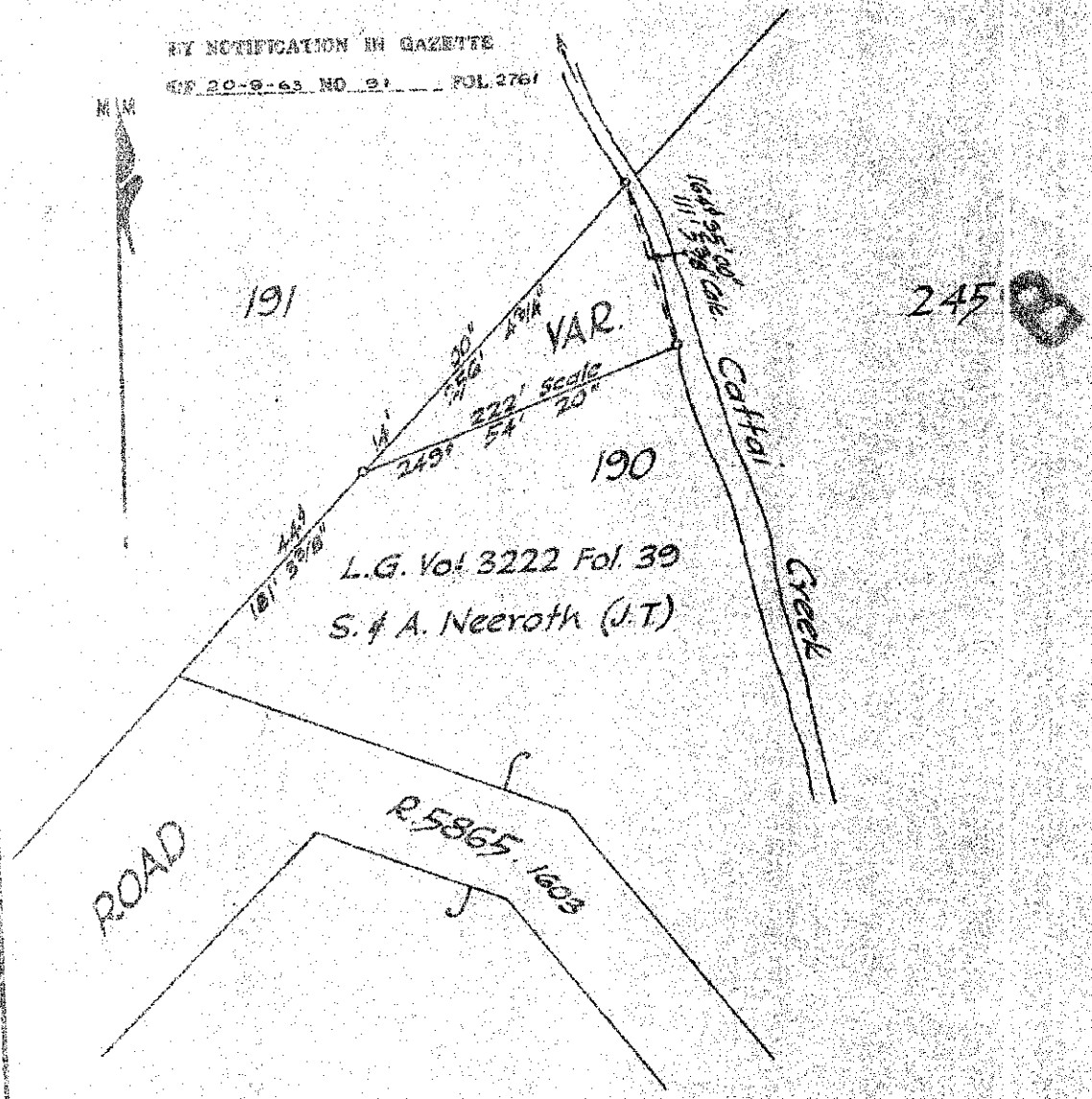
Parish of Castle Hill County of Cumberland

Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

G/G 20-9-63 NO 91 FOL 2761



I certify that this plan has been compiled from information in plans catalogued C.97.2.2030 and R.5865.1603 at the Lands Dept. and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P3369

Date 19.5.60

S.B.20413

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:25 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017 20414

~~Municipality of~~
Shire of Baulkham Hills

P (60)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

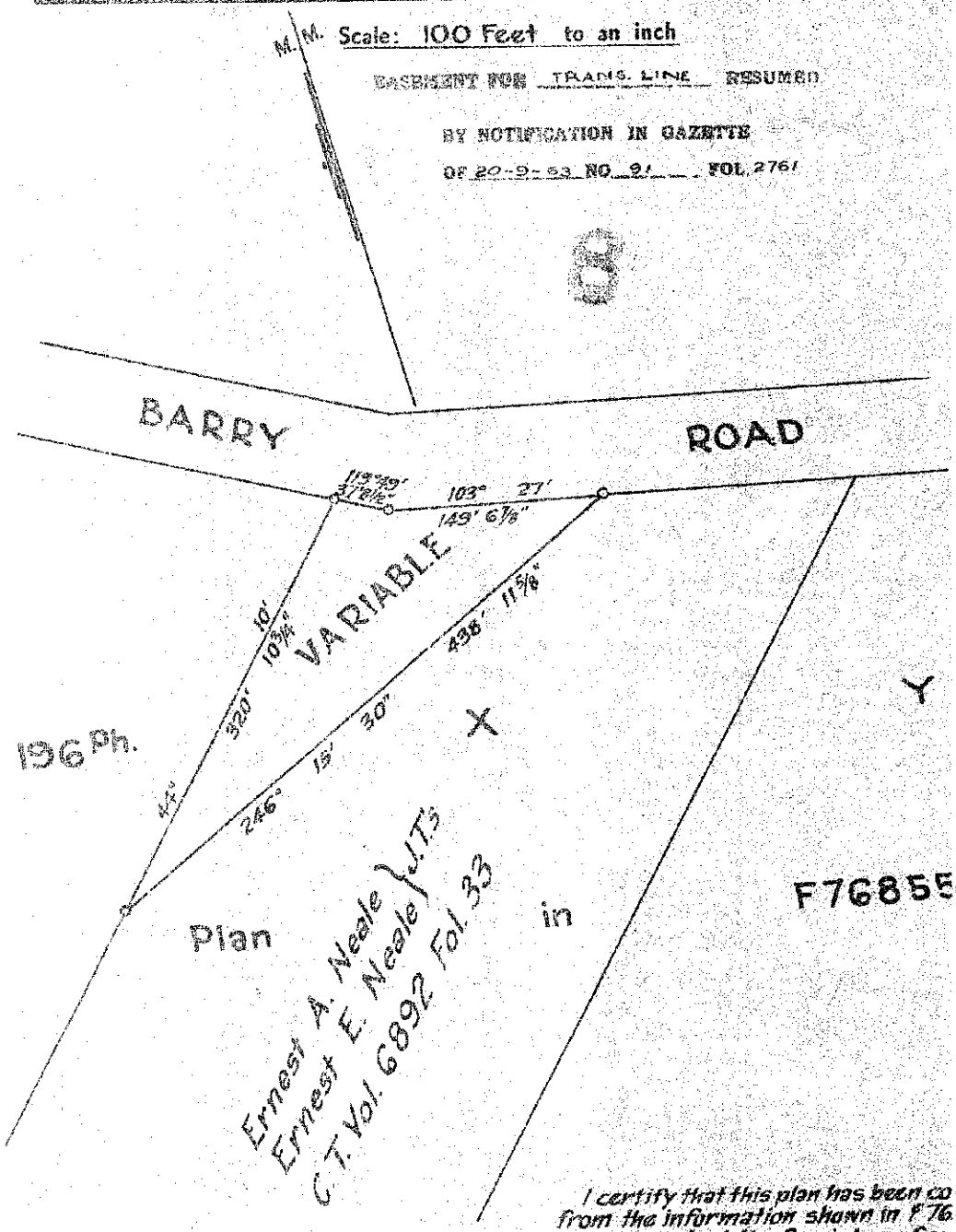
Parish of Castle Hill County of Cumberland

M.M. Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO. 91 FOL. 2761



I certify that this plan has been compiled from the information shown in F 768552, catalogued at the Registrar Generals Department, and is correct.

Thomas J. Clarke
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 21.3.60.

P 3987

S.B. 20414

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:26 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017 S.B.20417

~~Municipality of~~
Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH
330KV. TRANSMISSION LINE

PLAN

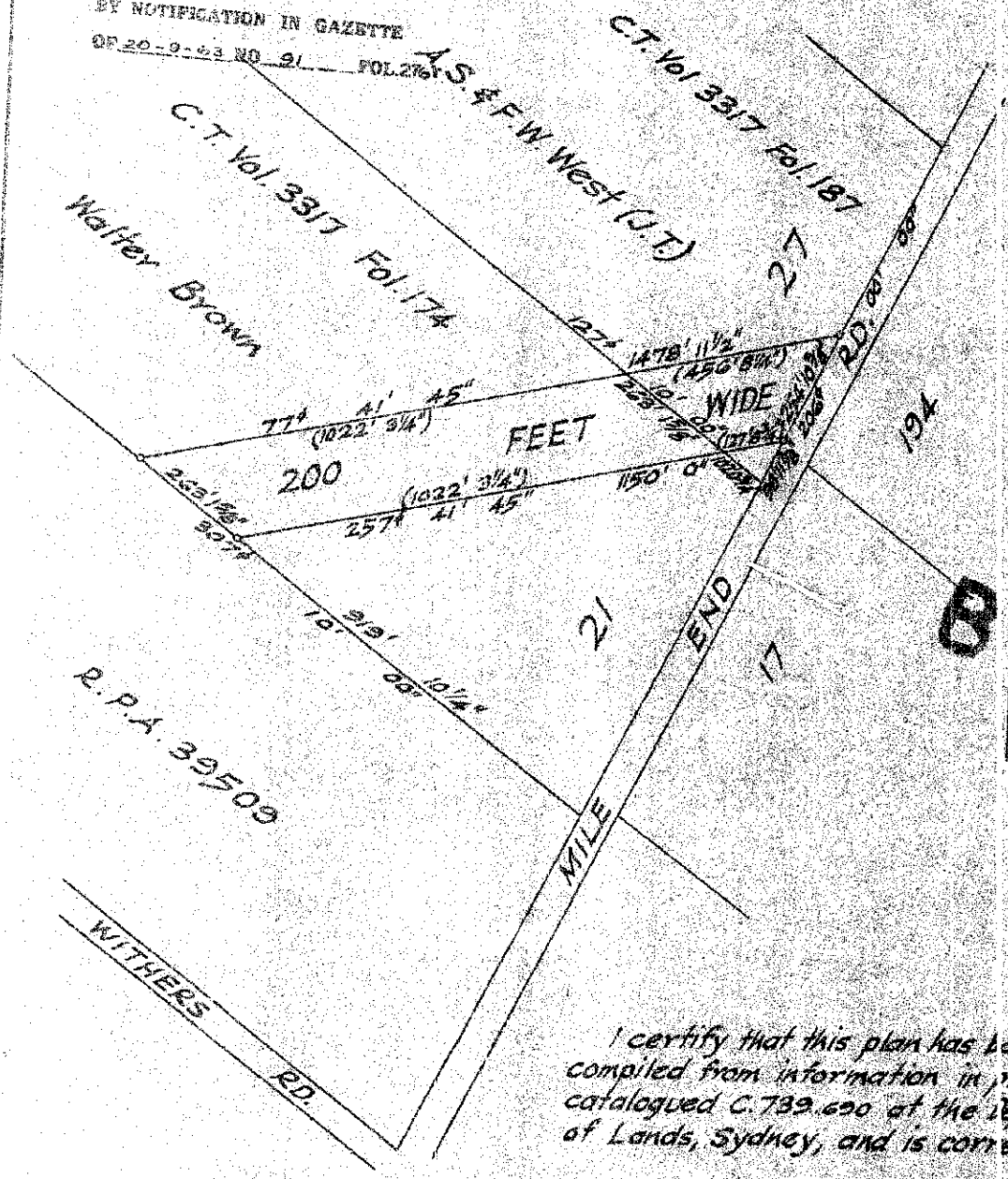
SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Castle Hill County of Cumberland

EASEMENT FOR TRANS. LINE RESUMED

Scale: 300 Feet to an inch

BY NOTIFICATION IN GAZETTE
OF 20-9-63 NO 91 FOL.2761



I certify that this plan has been compiled from information in plan catalogued C.739.690 at the Dept. of Lands, Sydney, and is correct.

Date 21-3-60

Thomas J. Clarke
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

P3963

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:27 of 48
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Municipality of
Shire of Baulkham Hills

R (51)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

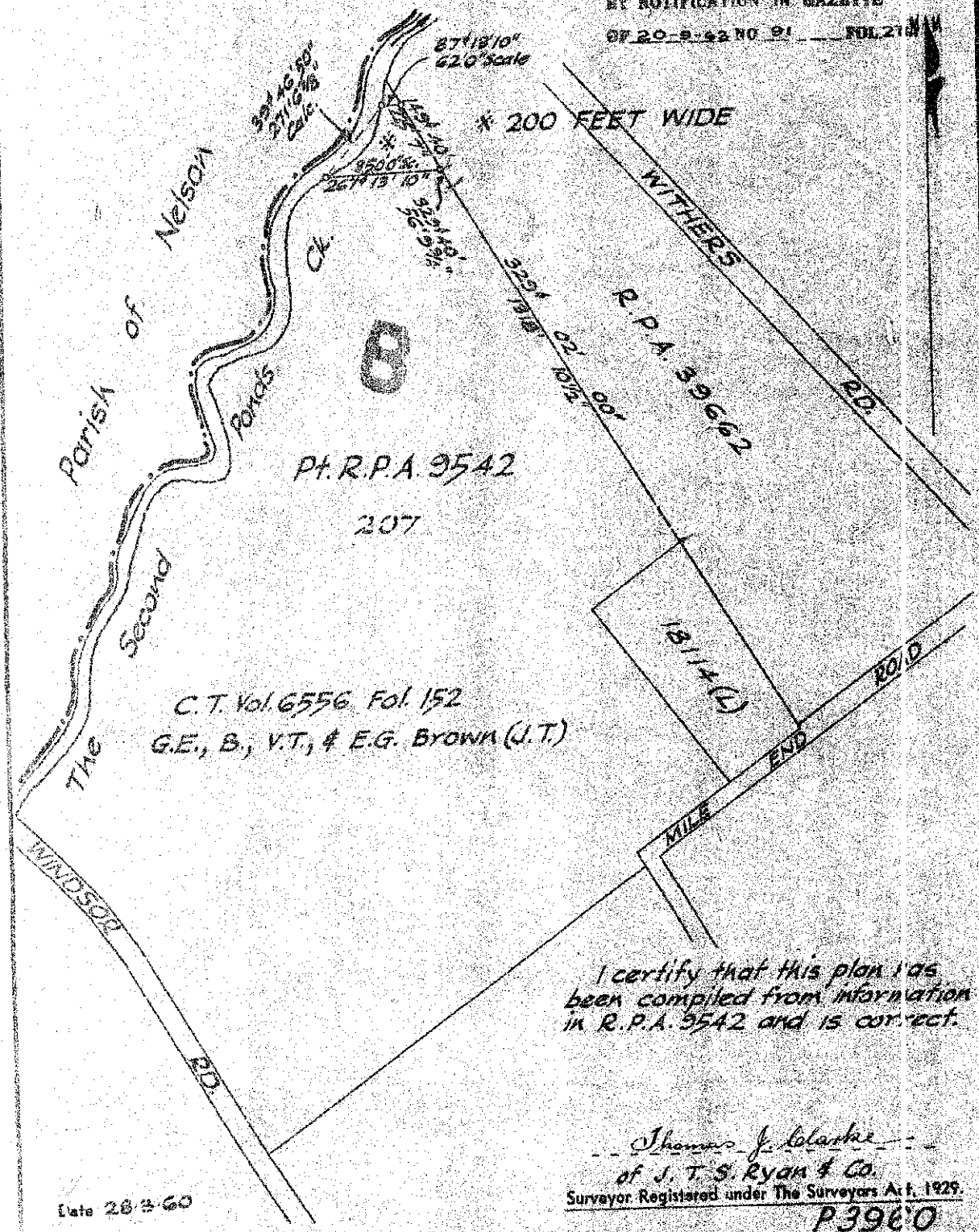
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Castle Hill County of Cumberland

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 20-9-62 NO 91 FOL 2718

Scale: 400 Feet to an inch



I certify that this plan has been compiled from information in R.P.A. 9542 and is correct.

Thomas J. Clarke
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 28-3-60

P3960

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:28 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.

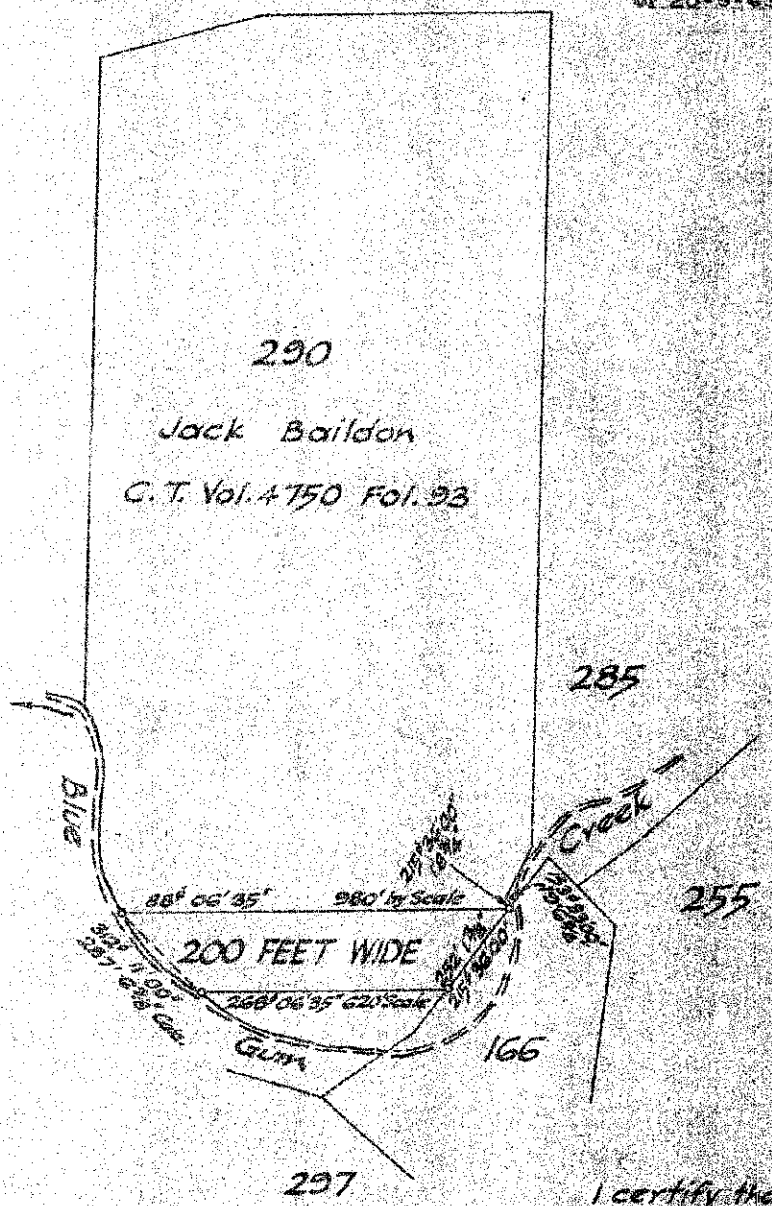
SYDNEY WEST - SYDNEY NORT
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 400 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED
BY NOTIFICATION IN GAZETTE
OF 20-9-63 NO. 91 FOL. 2762



I certify that this plan has been compiled from information in plan catalogued C/781.2030 at the Dept. of Lands, and is correct.

Thomas J. Clarke
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date: 23-4-60

P397.5

S.B.20407

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:29 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills

K (67)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

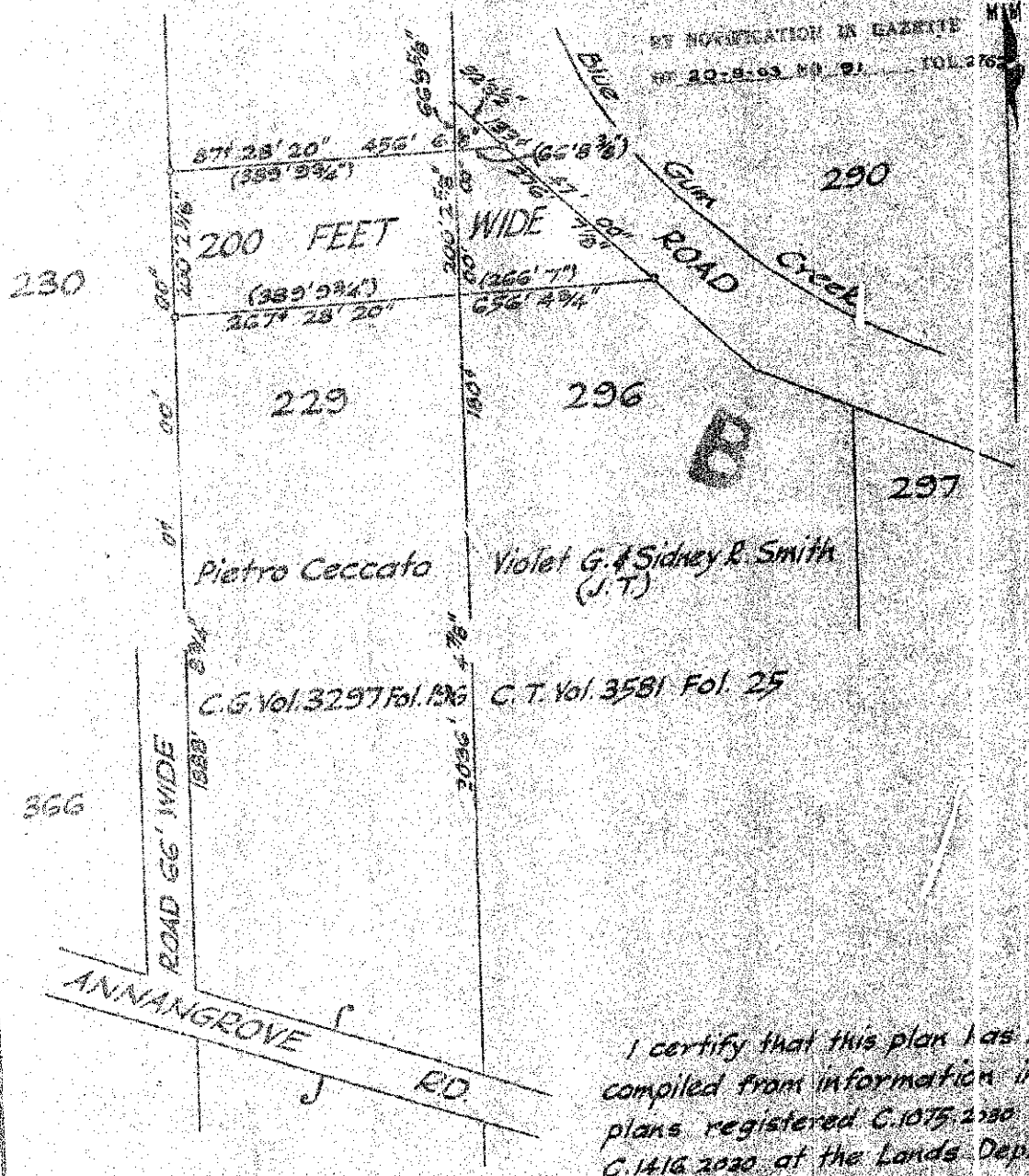
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE [illegible]
BY NOTIFICATION IN GAZETTE
OF 20-8-93 NO. 91 FOL. 2762



I certify that this plan has been compiled from information in plans registered C.1075.2030 and C.1416.2020 at the Lands Dept. and is correct.

Thomas J. Blank
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 11.4.60

P 3974

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:30 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Municipality of
Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.

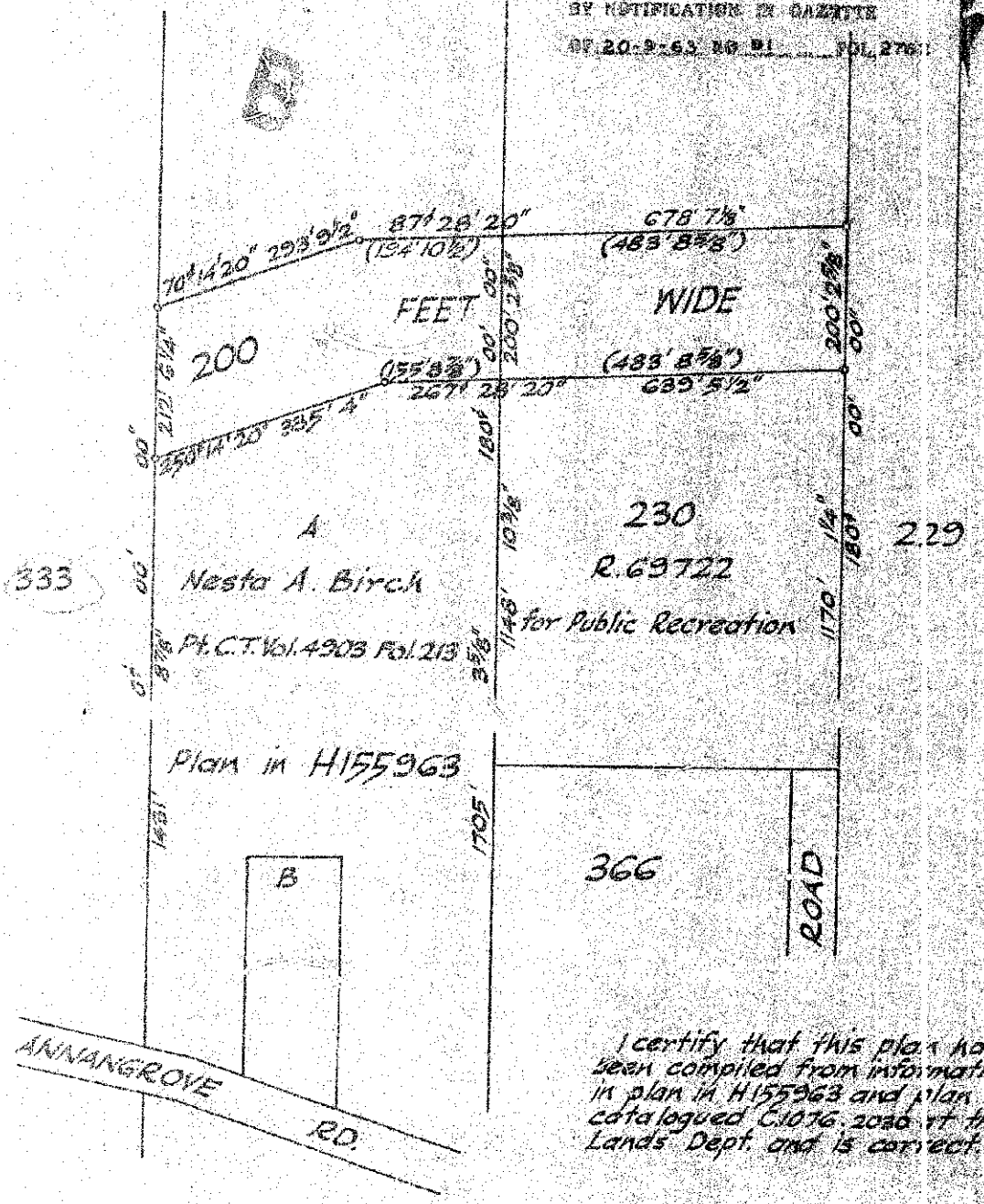
SYDNEY WEST - SYDNEY NORTH
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 200 Feet to an inch

MACHINERY FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 20-9-63 NO 81 FOL. 2761



I certify that this plan has been compiled from information in plan in H155963 and plan catalogued C1076.2020 at the Lands Dept. and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 11-4-60

P3973

S.B.20409

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:31 of 48
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M (65)

TY COMMISSION OF N.S.W.

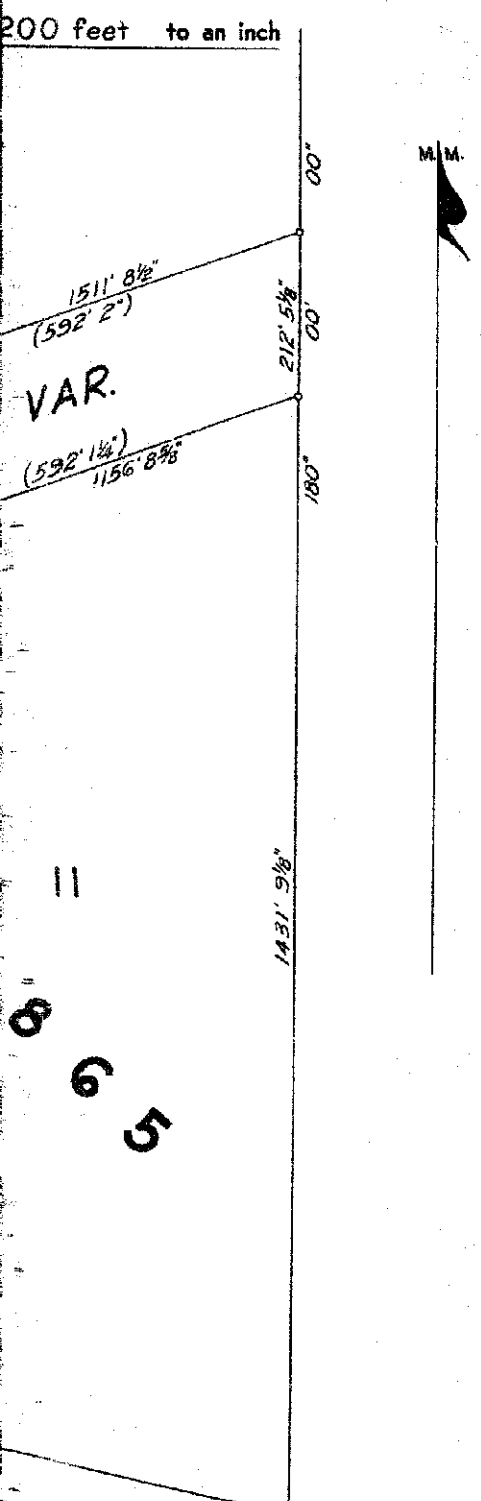
T – SYDNEY NORTH
NSMISSION LINE
PLAN

POSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

200 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED
BY NOTIFICATION IN GAZETTE
OF 20-9-63 NO. 91 FOL. 2762



Lot 7 {Brian L. Langlands
C.T. Vol. 9004 Fol. 135

Lot 6 {Leslie F. Doering
C.T. Vol. 9004 Fol. 134

Lot 5 {Lindsay N. Jarvie
C.T. Vol. 9004 Fol. 133

Lot 4 {Graham F. Robb } J.T.'s
Lesley L. Robb
C.T. Vol. 9004 Fol. 132

Lot 11 {Leslie F. Doering
C.T. Vol. 9004 Fol. 139

S.B. 20411A

865

Compiled from D.P. 31865.

Chas. Fifield.

Surveyor Registered under The Surveyors Act, 1929-46

P. 3972A

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:32 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills.

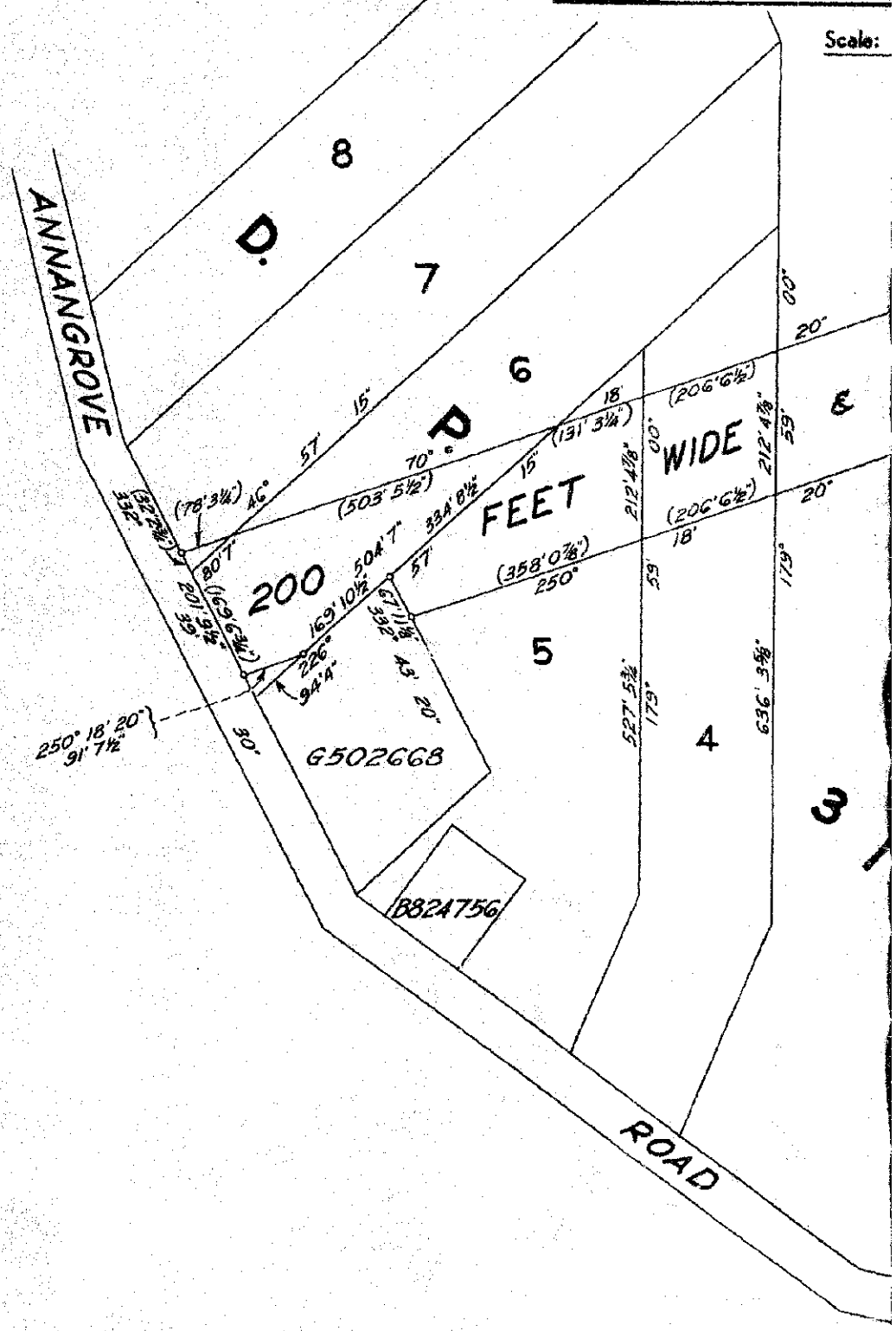
THE ELECTRIC

SYDNEY WES
330kV. TRA

SHOWING SITE OF EASEMENT PRO

Parish of Nelson

Scale:



S.B. 20411A

Date: 17-12-1962.

Field Book No.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:33 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills

N (63)

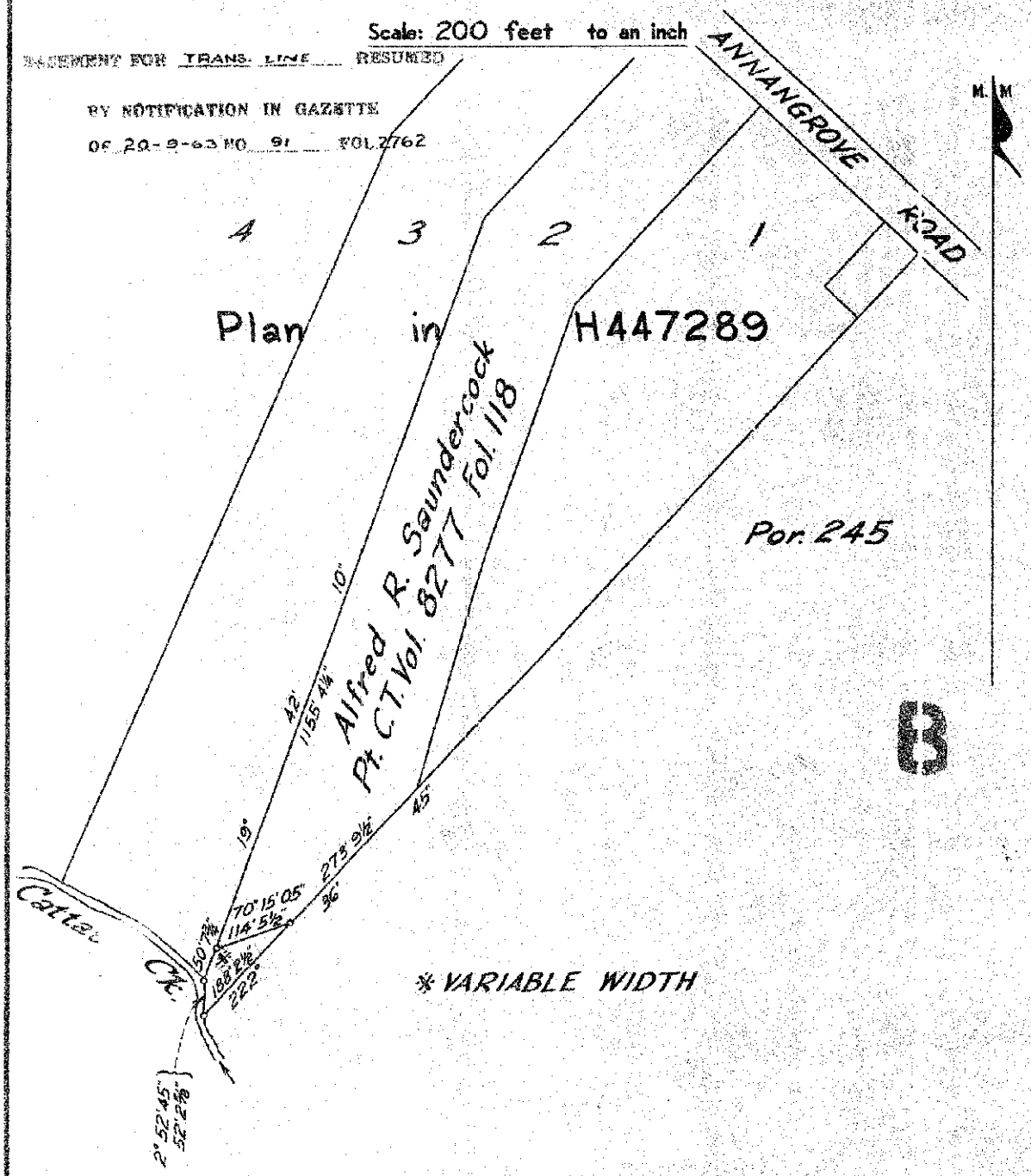
THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST – SYDNEY NORTH
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Castle Hill County of Cumberland

Scale: 200 feet to an inch



Compiled from H447289

Chas. Fitzell

Surveyor Registered under The Surveyors Act, 1929-46

Date: 19-12-1962.

Field Book No.

P.3970A

S.B.20412

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:34 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017 20422

~~Municipality of~~
Shire of Baulkham Hills

S (49)

THE ELECTRICITY COMMISSION OF N.S.W.

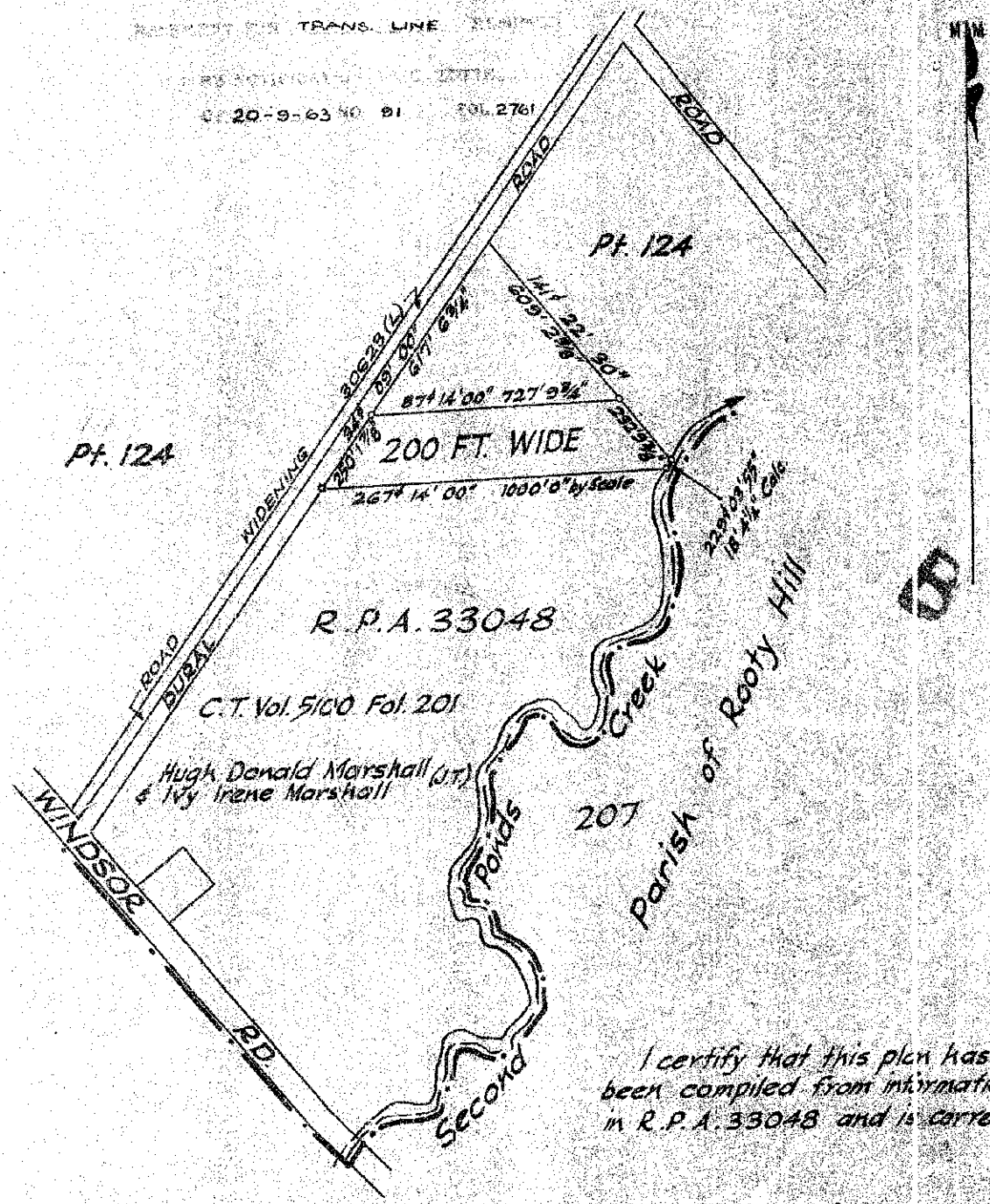
SYDNEY WEST - SYDNEY NORTH 330 k.V. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 400 Feet to an inch



I certify that this plan has been compiled from information in R.P.A. 33048 and is correct

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P3958

Date 11-3-60

S.B. 20412

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:35 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

J.D. 20424

~~Municipality of~~
Municipality of Blacktown

U (46)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

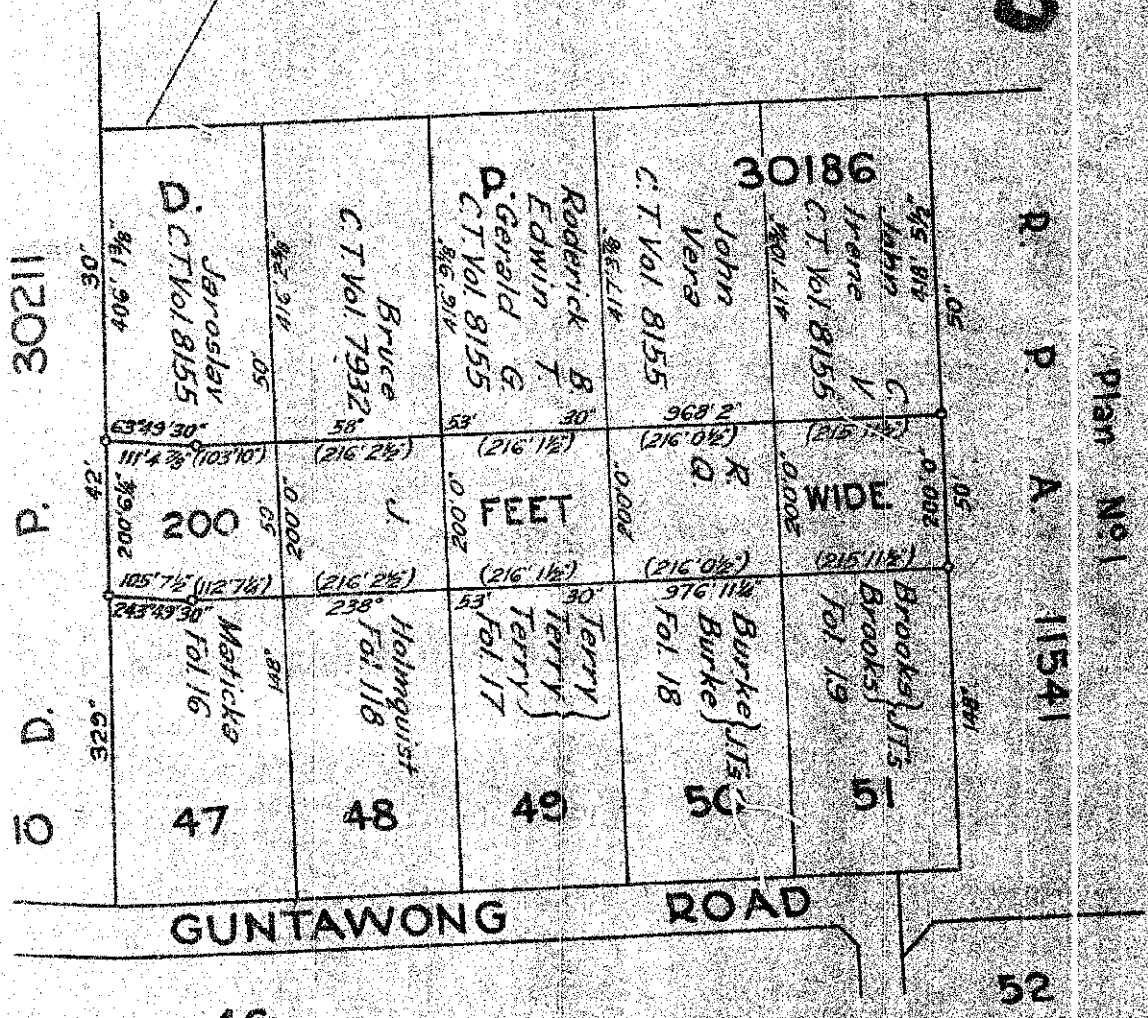
Parish of Gidley County of Cumberland

T/M Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO 31 FOL. 2760-61



I certify that this plan has been compiled from D.P. 30186 at the Registrar Generals, and is correct.

Thomas J. Clarke
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act 1929.
P 3956A

Date 28. 3. 60

S.B. 20424

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:36 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:20001725

~~Municipality of~~
Municipality of Blacktown

V (15)

THE ELECTRICITY COMMISSION OF N.S.W.

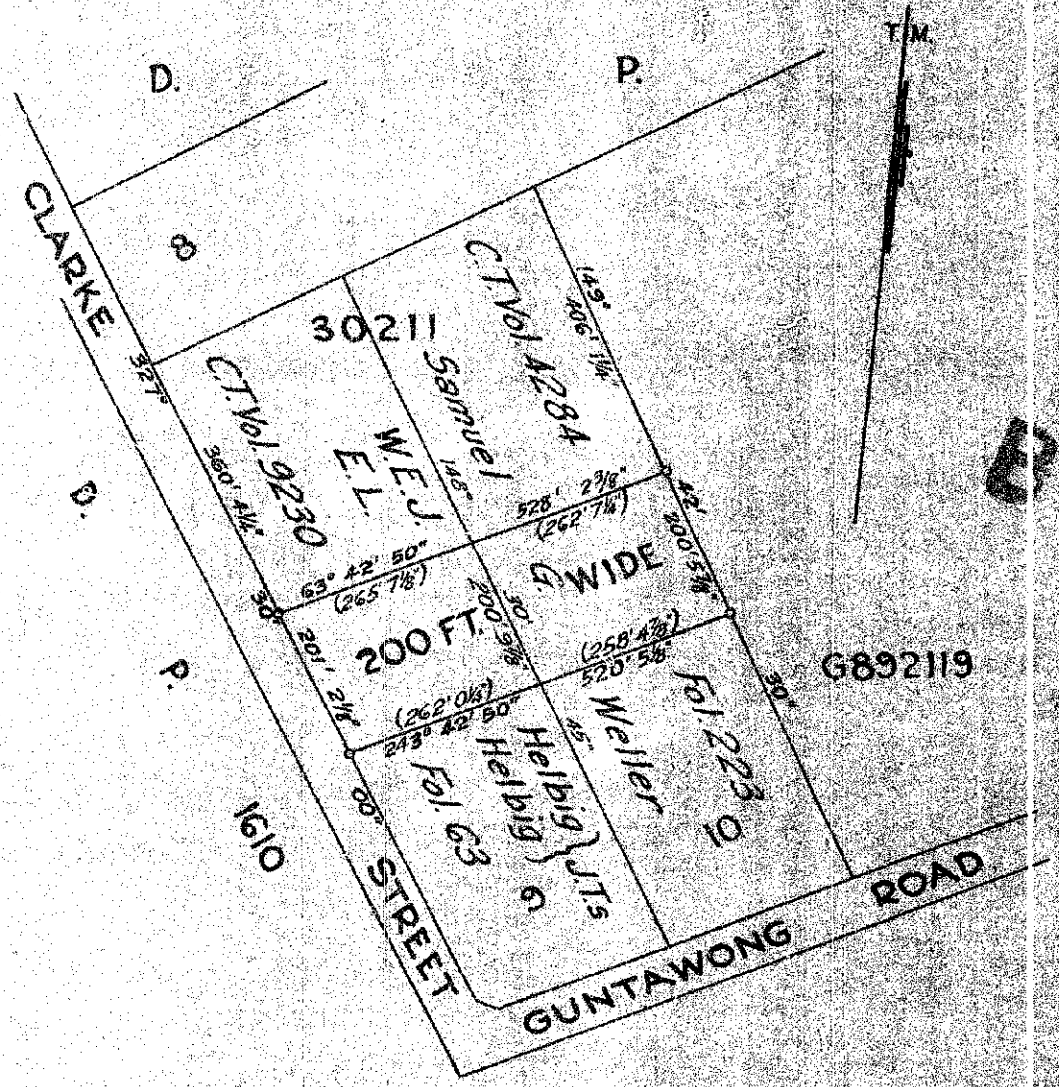
SYDNEY WEST - SYDNEY NORTH 330 KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO. 91 FOL. 2760

I certify that this plan has been compiled from the information shown in D.P. 30211 at the Registrar General's and is correct.

J. C. Raymond
of J.T.S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

Date: 26-1-60

P3772A

S.B. 20425

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:37 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

S.B. 20426

~~Municipality of~~
Municipality of Blacktown

W (12)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

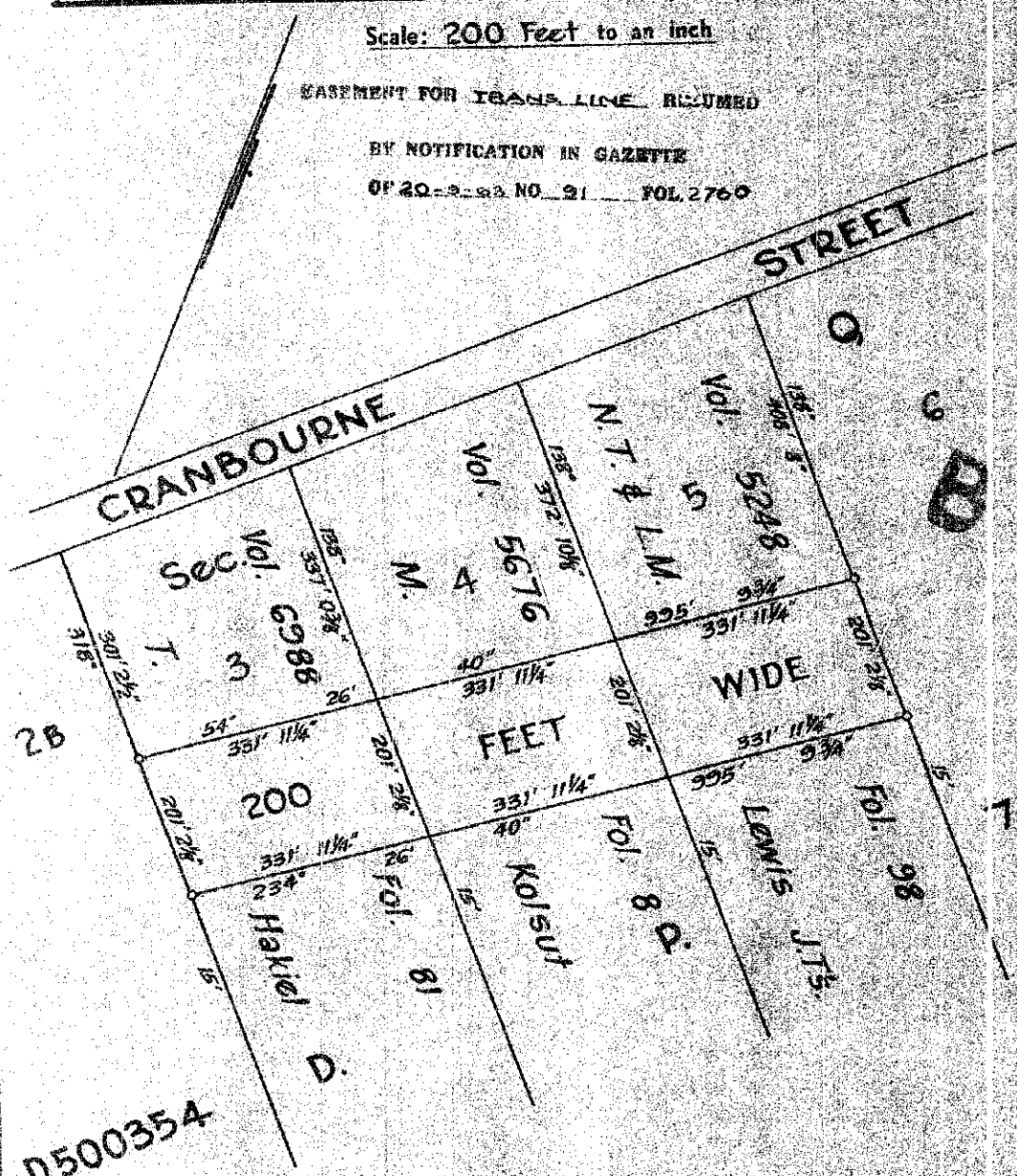
Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-3-59 NO. 21 FOL. 2760



I certify that this plan has been compiled from the information shown in D.P. 712 catalogued at the Registrar General's Dept., and is correct.

J. E. Raymond

of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date: 26·1·60

P. 3769

S.B. 20426

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:38 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

S.B. 20427

~~Municipality of~~
Municipality of Blacktown

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

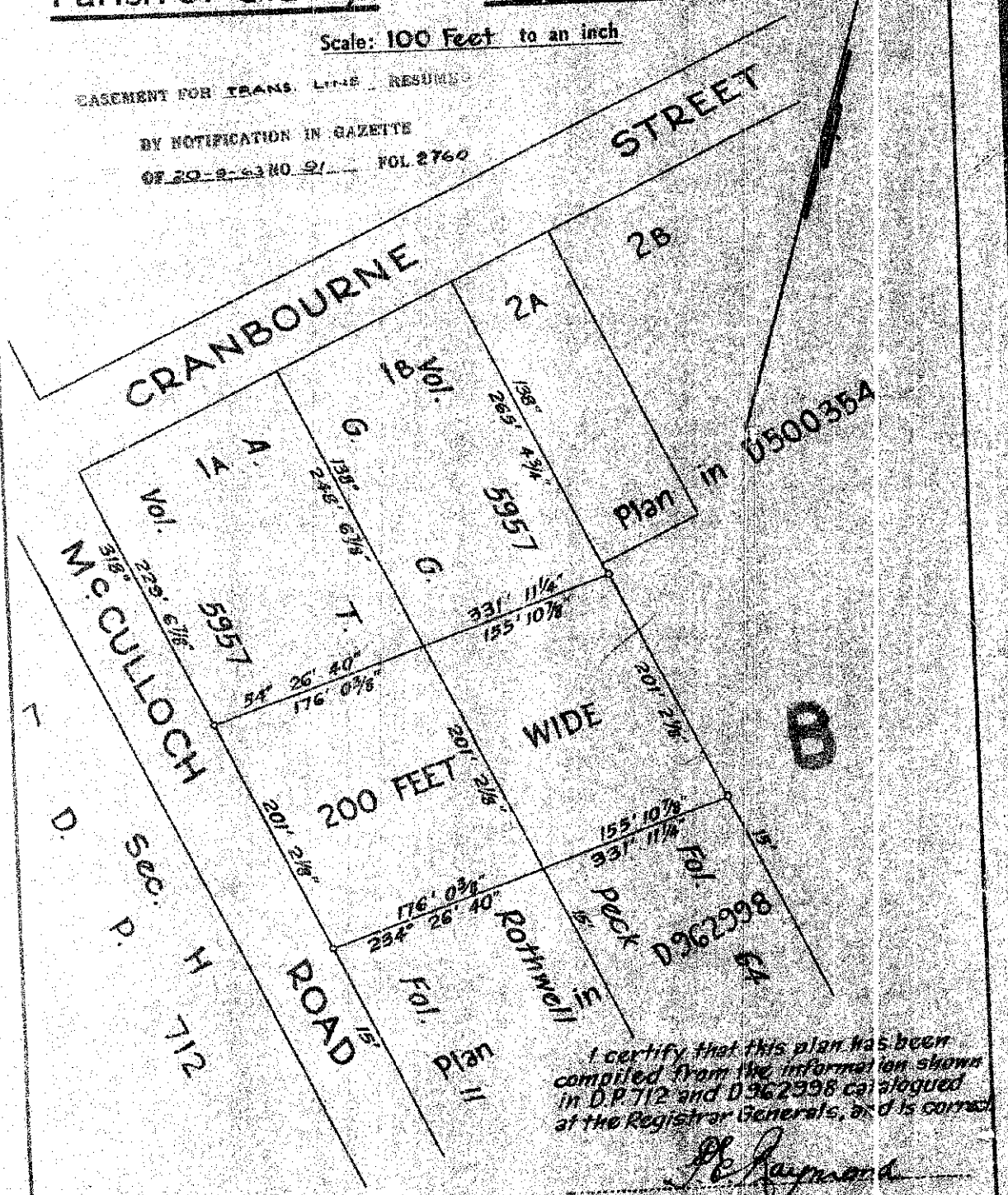
Parish of Gidley County of Cumberland

Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINES RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-8-63 NO. 91 FOL. 2760



I certify that this plan has been compiled from the information shown in D.P 712 and D962998 catalogued at the Registrar Generals, and is correct.

J. C. Raymond
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date : 26.1.60

P.3767

S.B. 20427

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:39 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Y (32)

ICITOMMISSION OF N.S.W.

ST SYDNEY NORTH

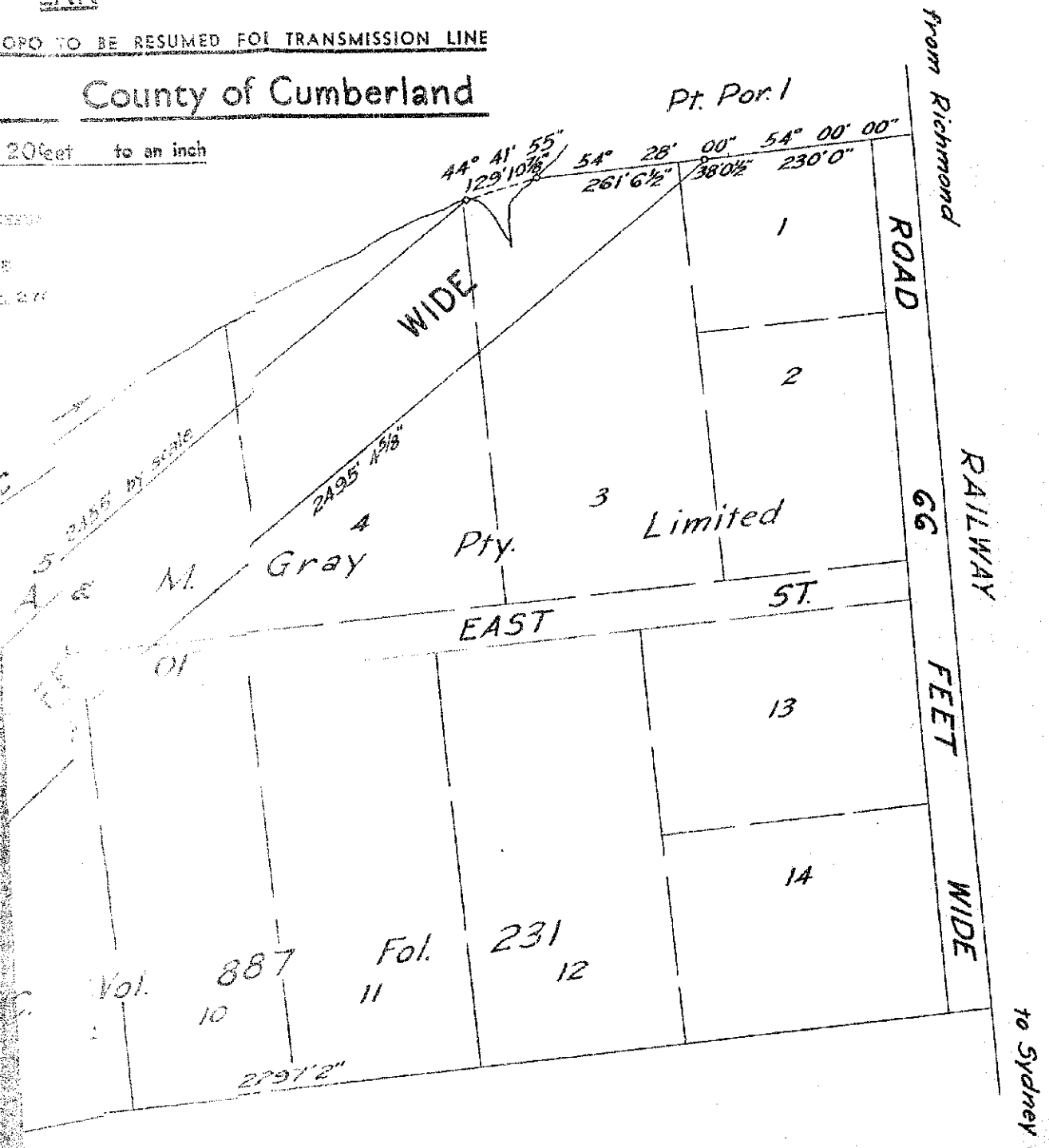
ABMISSION LINE

LAN

OPO TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

20 feet to an inch



S.B. 20428 R

Compiled from D.P. 2912.

Chas. Fifield

Surveyor Registered under The Surveyors Act, 1929-46

P. 3761 B

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:40 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Y (32)

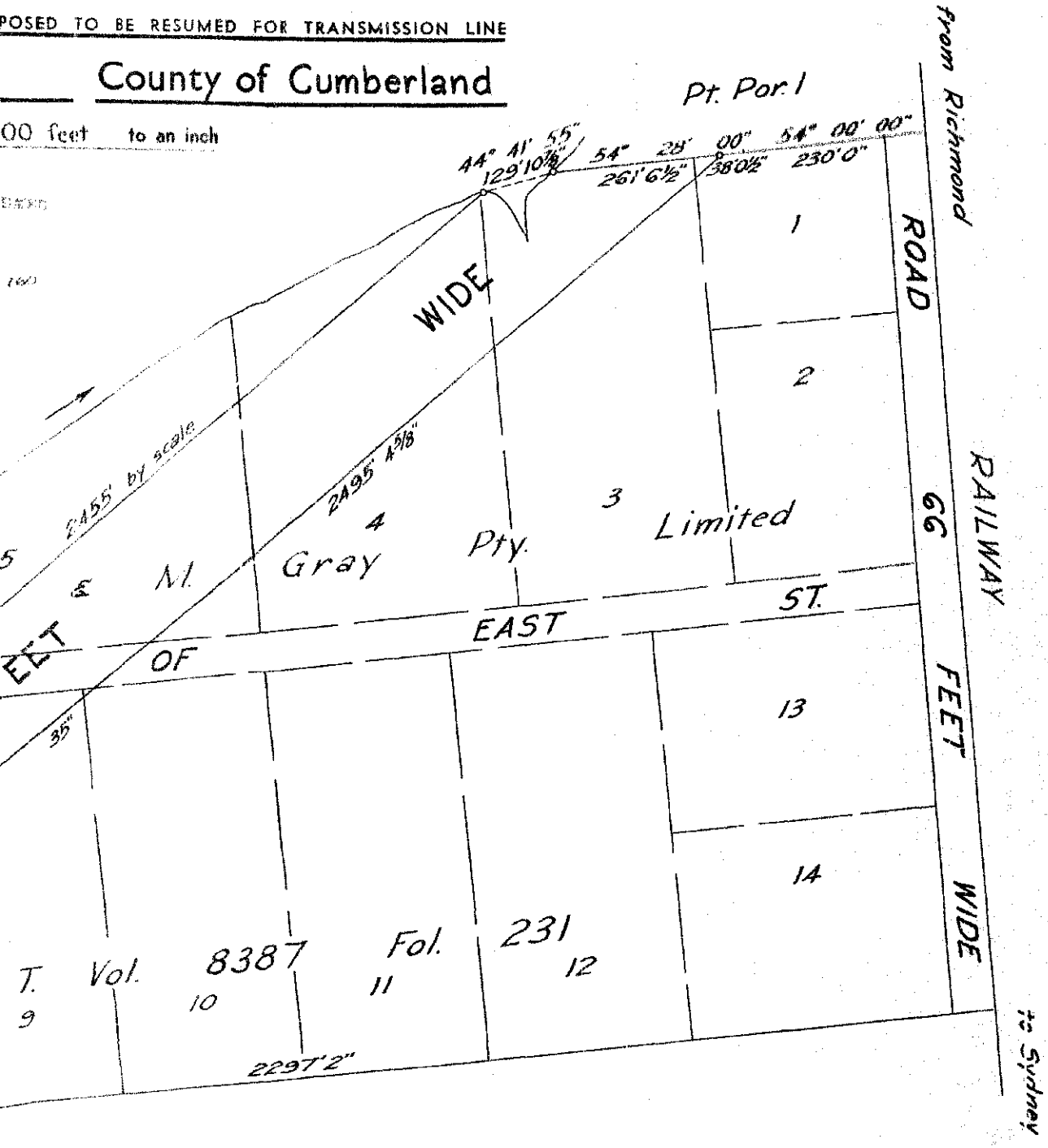
TY COMMISSION OF N.S.W.

T - SYDNEY NORTH
NSMISSION LINE
PLAN

POSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

00 feet to an inch



S.B. 20428 R

Compiled from D.P. 2912

Chas. Fitzell

Surveyor Registered under The Surveyors Act, 1929-46

P. 3761 B

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:41 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Municipality of Blacktown
~~Shire of~~

THE ELECTRIC

SYDNEY WES

330kV. TRA

SHOWING SITE OF EASEMENT PRO

Parish of Gidley

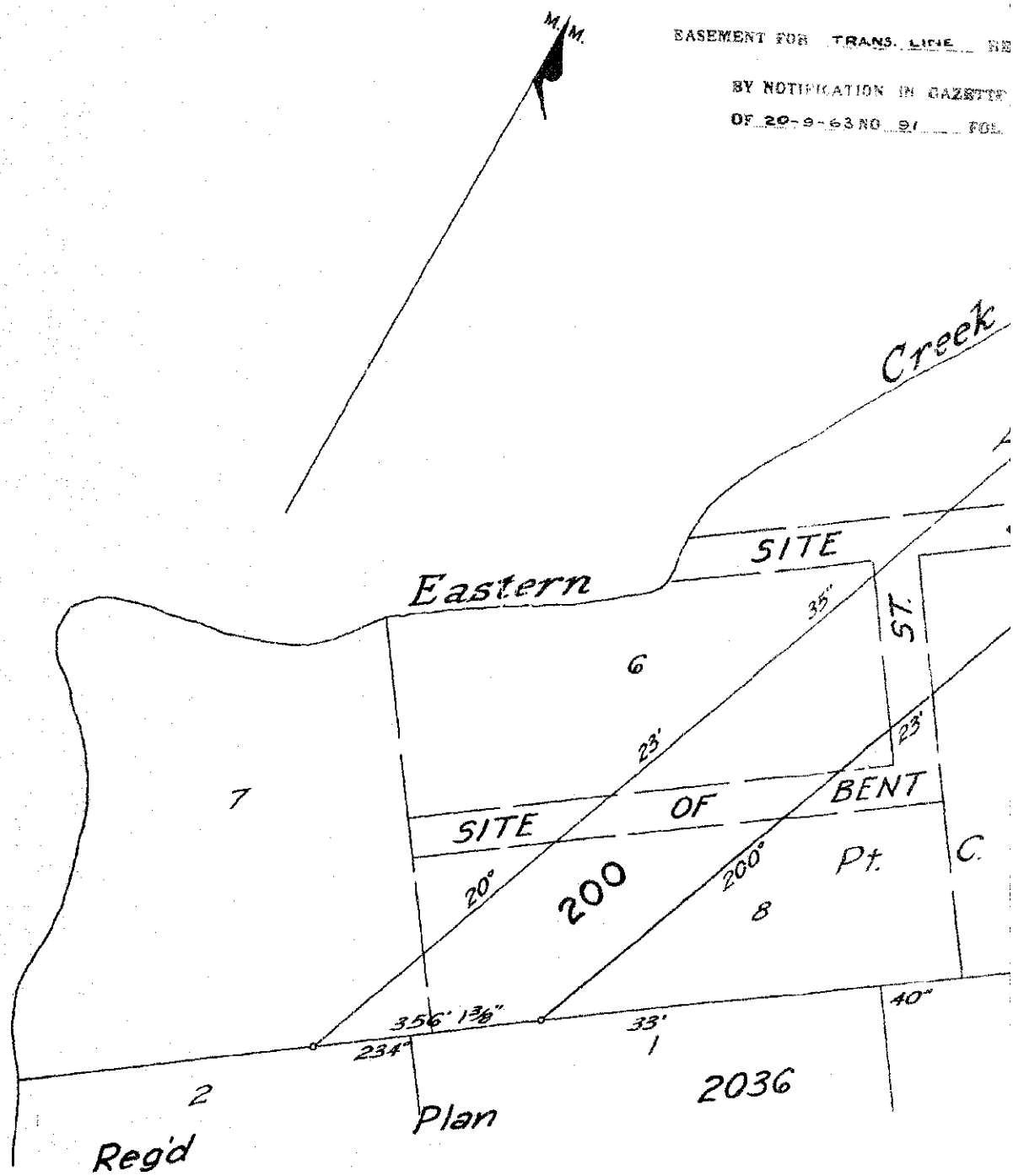
Scale: 2

EASEMENT FOR TRANS. LINE NE

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO 91 FOL

S.B.20428R



Date: 23-1-1963

Field Book File

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:42 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Z. (24)

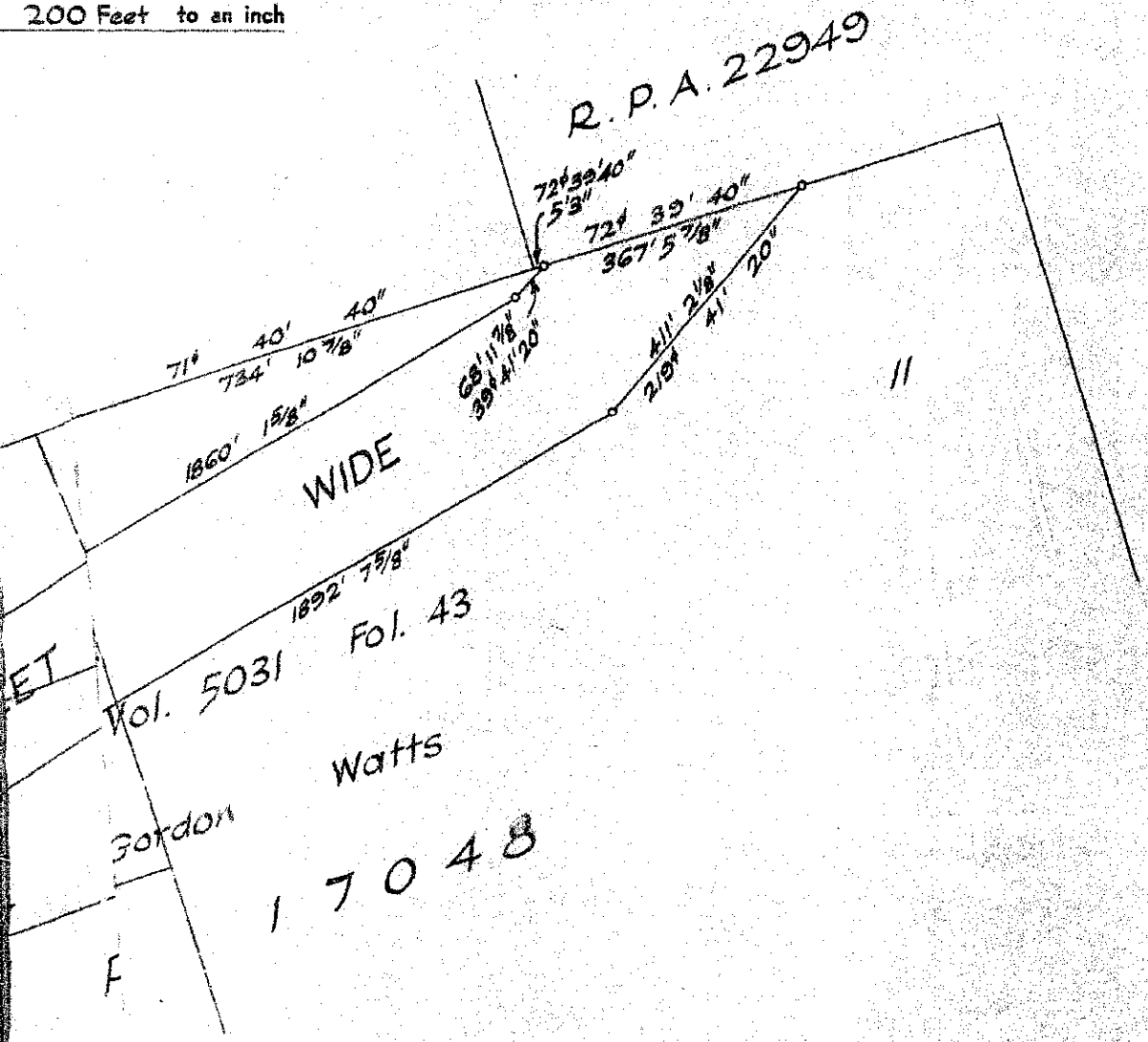
CITY COMMISSION OF N.S.W.

ST -- SYDNEY NORTH
RANSMISSION LINE
PLAN

ROPOSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

200 Feet to an inch



I ertify that this plan has been compiled from information in D.P. 17048 and is correct.

P. E. Raymond.
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

P3754

S.B. 20431R.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:43 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Municipality of Blacktown

THE ELECT

SYDNEY WE

330kV.

SHOWING SITE OF EASEMENT

Parish of Gidle

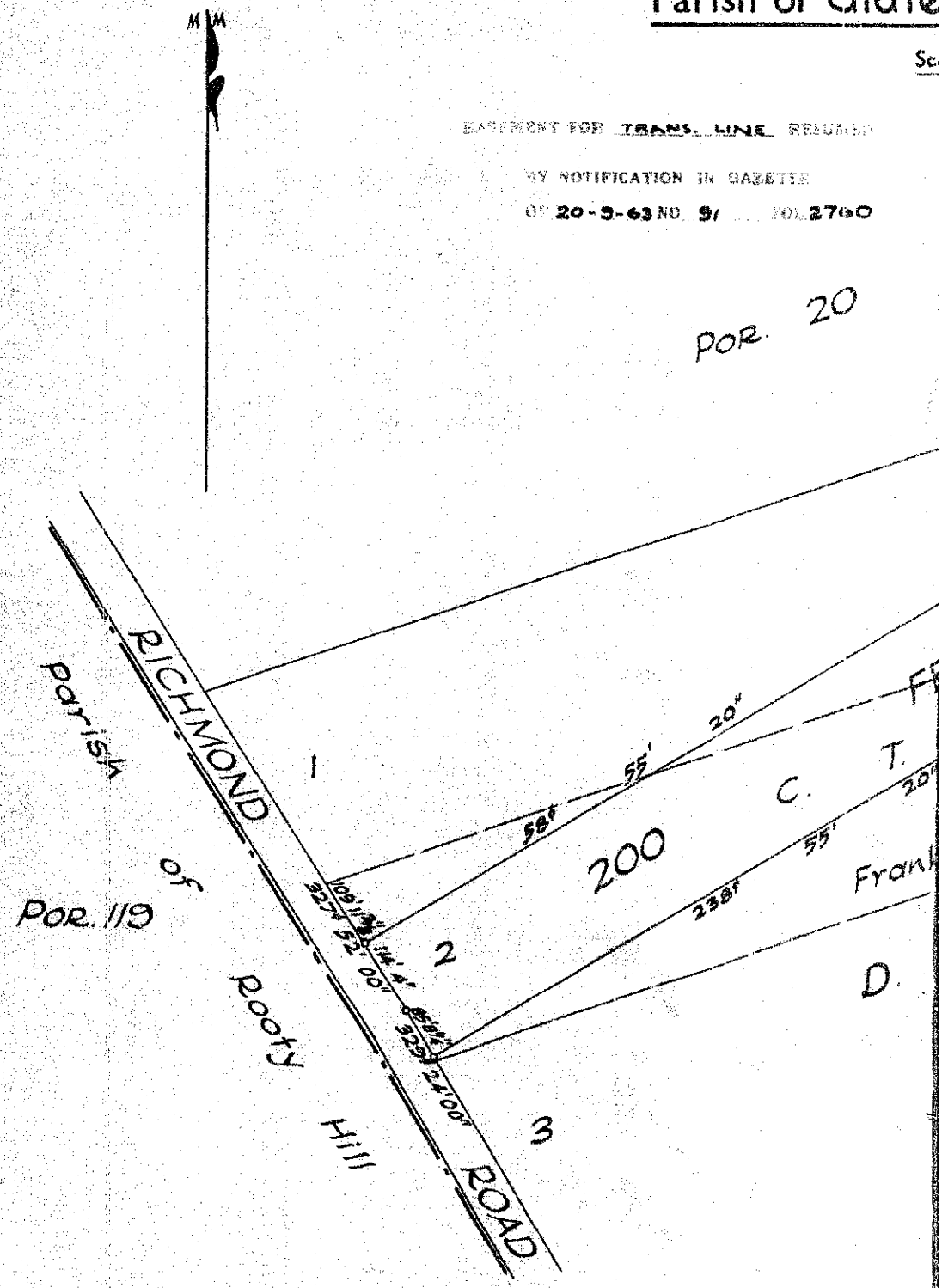
Sc

EASEMENT FOR TRANS. LINE REQUIRED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO. 91 FOL. 2700

POR. 20



S.B. 20431R

Date 7.1.60

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:44 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017 20097

~~Municipality of~~
Shire of Baulkham Hills

A (78)

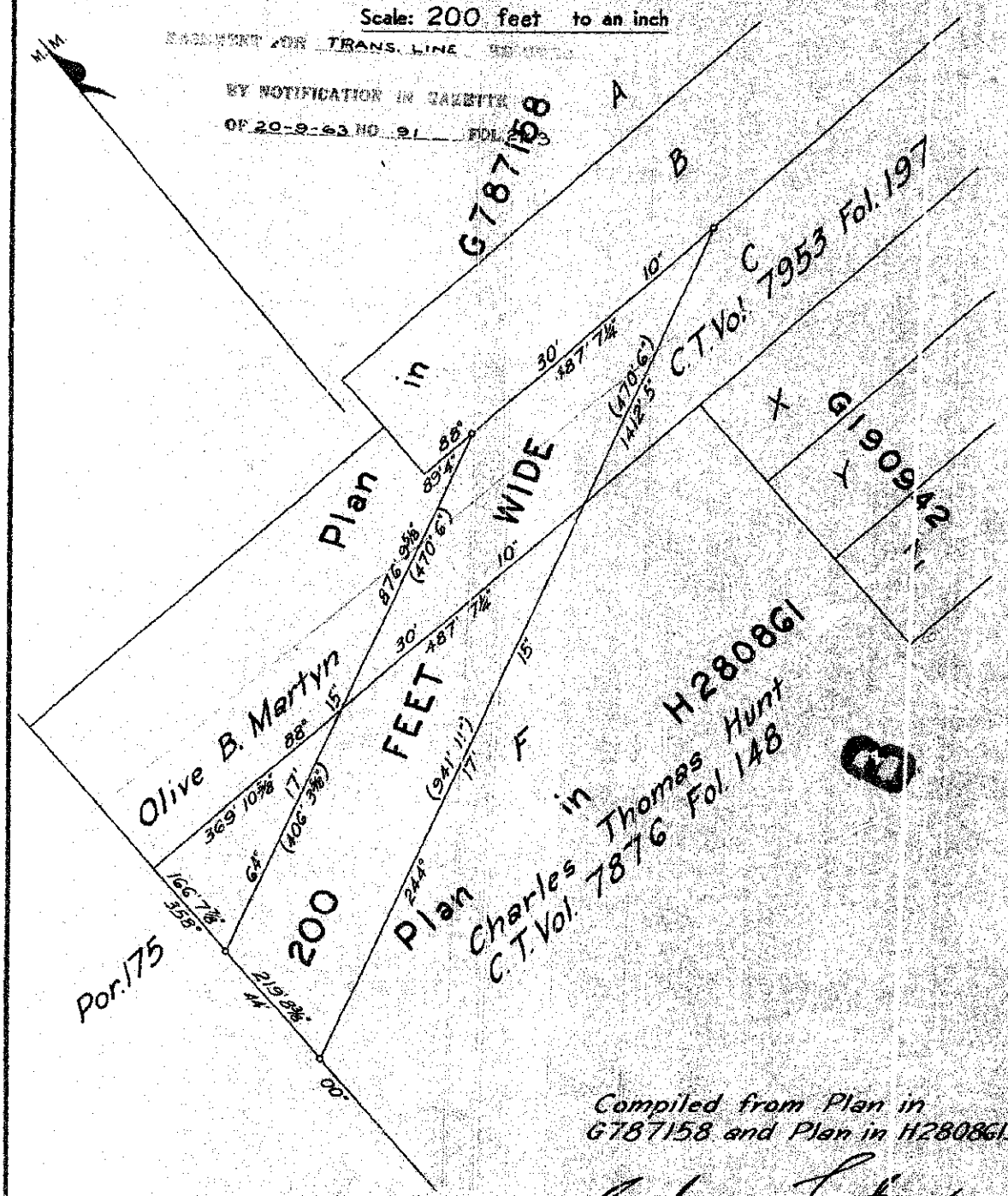
THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 200 feet to an inch



Compiled from Plan in G787158 and Plan in H280861.

Chas. Fitch.

Date: 24-1-1963

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P. 3985A

S.B. 20197

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:45 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Municipality of Blacktown
~~Shire of~~

THE ELECTRIC

SYDNEY WES

330 kV. TR

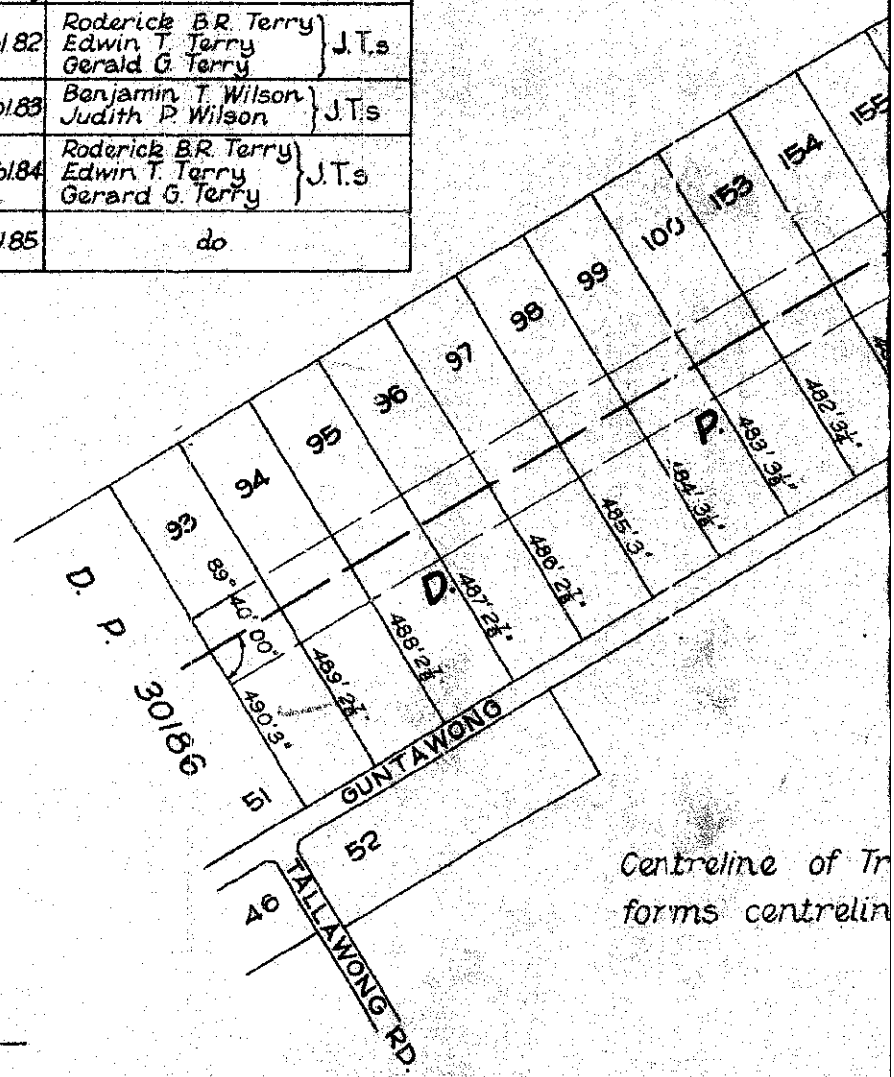
SHOWING SITE OF EASEMENT PRO

Parish of Gidley

Scale: 40

EASEMENT FOR
RESUMED BY NO
Gaz. 29-2-63 No.

LOT	TITLE	REGISTERED OWNER
93	C.T. Vol. 9433 Fol. 23	Roderick B.R. Terry, Edwin T. Terry, Gerald G. Terry } J.T.s
94	C.T. Vol. 9433 Fol. 24	do
95	C.T. Vol. 9433 Fol. 25	do
96	C.T. Vol. 9433 Fol. 26	do
97	C.T. Vol. 9433 Fol. 27	Tividar Kopmayer, Paula Kopmayer } J.T.s
98	C.T. Vol. 9433 Fol. 28	Roderick B.R. Terry, Edwin T. Terry, Gerald G. Terry } J.T.s
99	C.T. Vol. 9433 Fol. 29	Victor Stanley Dunesky
100	C.T. Vol. 9433 Fol. 30 A, C.T. Vol. 9433 Fol. 30 B	Hugo Halder, Clara Halder } Ts in C.
153	C.T. Vol. 9433 Fol. 82	Roderick B.R. Terry, Edwin T. Terry, Gerald G. Terry } J.T.s
154	C.T. Vol. 9433 Fol. 83	Benjamin T. Wilson, Judith P. Wilson } J.T.s
155	C.T. Vol. 9433 Fol. 84	Roderick B.R. Terry, Edwin T. Terry, Gerard G. Terry } J.T.s
156	C.T. Vol. 9433 Fol. 85	do



Centreline of Tr
forms centrelin

Date:

Field Book No.

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:46 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

~~Municipality of~~
Shire of Baulkham Hills.

65A

THE ELECTRICITY COMMISSION OF N.S.W.

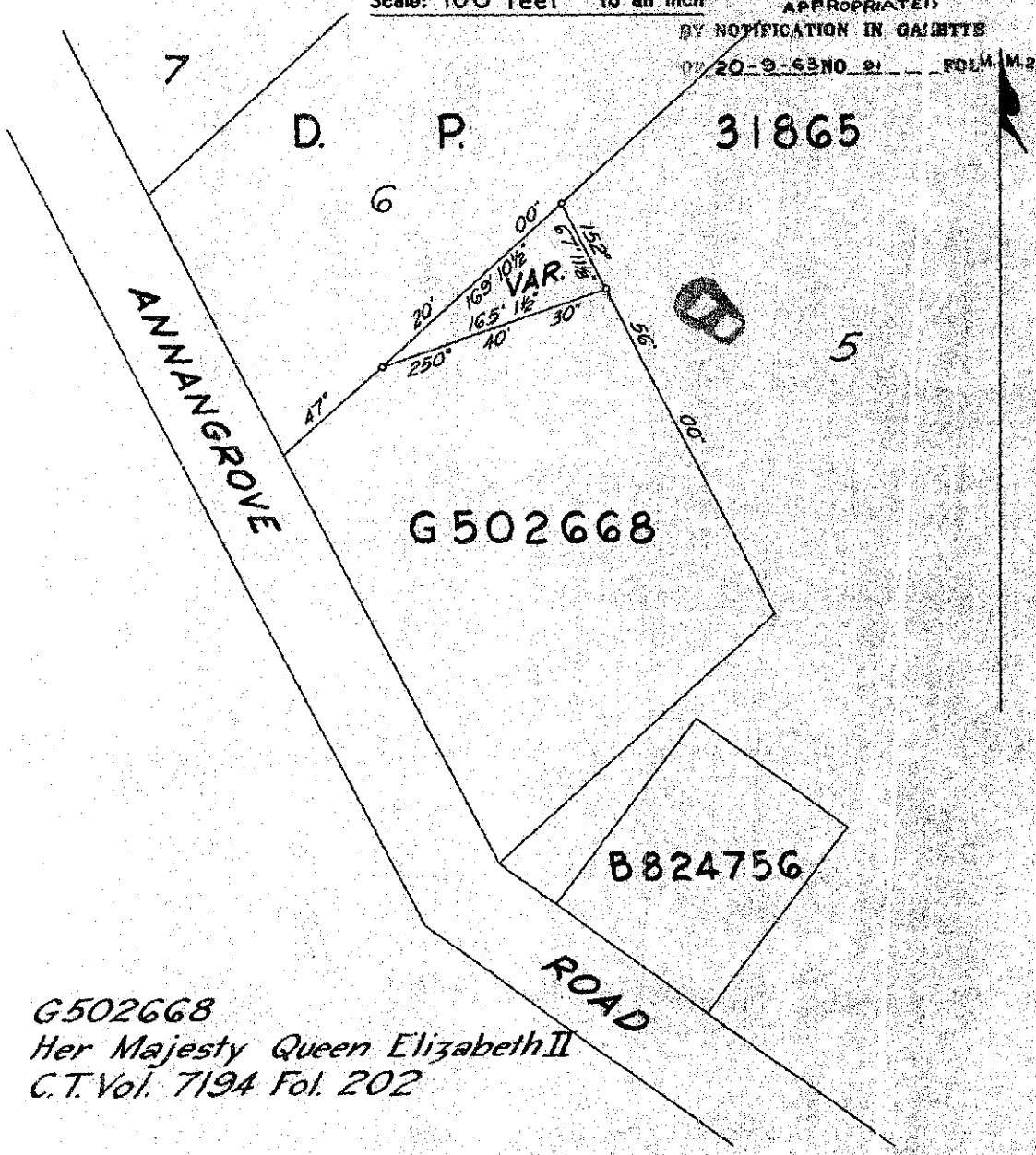
SYDNEY WEST – SYDNEY NORTH
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 100 feet to an inch

EASEMENT FOR TRANS. LINE ~~RESUMED~~ APPROPRIATED BY NOTIFICATION IN GAZETTE OF 20-9-63 NO 91 FOL M.M.2762



G502668
Her Majesty Queen Elizabeth II
C.T. Vol. 7194 Fol. 202

Compiled from G502668.

Chas. J. Tabb

Date: 18-12-1962.

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P. 4998

S.B. 20410

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:47 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

TY COMM OF N.S.W.

T - SNEY NORTH

ANSMION LINE (No 1)

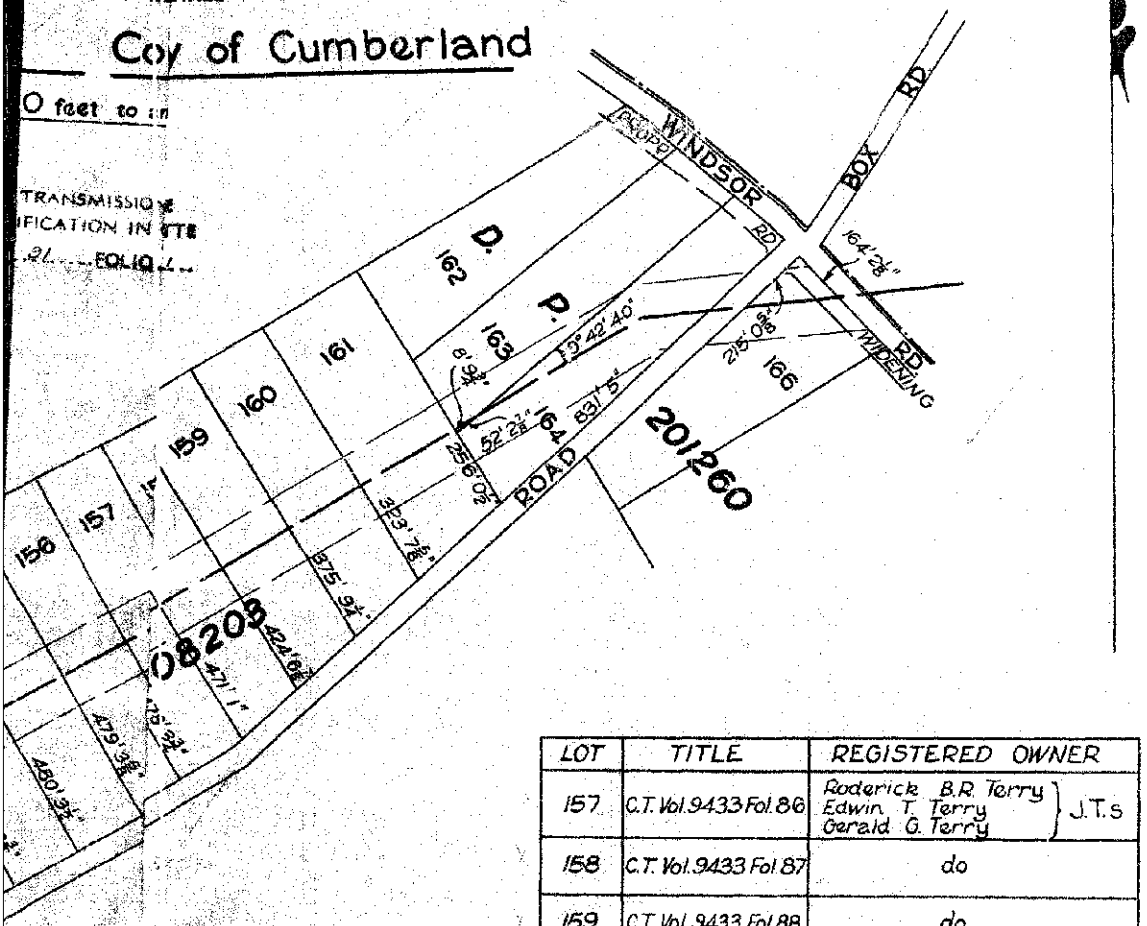
PLAN

POSED TO BEIRED FOR TRANSMISSION LINE

Coy of Cumberland

O feet to in

TRANSMISSION
IFICATION IN ITS
.21 FOLIO 4



LOT	TITLE	REGISTERED OWNER
157	C.T. Vol. 9433 Fol. 86	Roderick B.R. Terry, Edwin T. Terry, Gerald G. Terry } J.T.s
158	C.T. Vol. 9433 Fol 87	do
159	C.T. Vol. 9433 Fol 88	do
160	C.T. Vol. 9433 Fol 89	Wilhelm Habermann, Ramona Habermann } J.T.s
161	C.T. Vol. 9433 Fol. 90	Roderick B.R. Terry, Edwin T. Terry, Gerald G Terry } J.T.s
162	C.T. Vol. 9201 Fol. 119	do
163	C.T. Vol. 9201 Fol 120	do
164	C.T. Vol. 9201 Fol. 121	do
166	C.T. Vol. 9201 Fol. 122	Rouse Hill Estate Pty Ltd

nsmission Line shown thus
easement 200 feet wide

Surveyor Registered under the Surveyors Act, 1929

Req:R864965 /Doc:DL J808757 /Rev:24-Nov-2009 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:48 of 48
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

No. J 808757

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION

Particulars Entered Jointly in Register Book as for Schedule Marked * on the 17th May 1965, 12.00 pm

Registrar General

Vol.	Fol.		
4909	24	3222	39
5031	43	7194	202
8387	231	3297	196
~~5957~~	~~11~~	4758	93
5957	64	1723	93
6988	81	8478	197
5248	98	7720	113/4
8168	16-19 (incl)	8108	110-112 (incl)
5100	201	5987	210
6856	152	7876	148
3317	174 P	5957	64
3317	187	9004	12,34,5,9
6892	33 P	4284	223

Particulars Entered Secondly in Register Book as for Schedule Marked ‡ on 17th August 1965, 12.00 pm

Registrar General

Vol.	Fol.	Vol.	Fol.
5957	11	9003	70/71
9230	63 B	9387	1 to 9
9433	23/28 (incl)	840	35
9433	82/90 (incl)	9528	111/112
9538	110/111	9004	132-139
9275	245/250		

Re. N76
Re. 19

Particulars Entered Fourthly in Register Book Vol. 10016 Folio 190, 191, 197, 198 & 82
the 10th day of March 1966 at 10 o'clock in the forenoon.

Registrar General

Particulars entered Fifthly in Register Book,

Vol. 9433 9508 9277 ~~9227~~ . Fol. 30A/30B 83A/83B 118

DEP REG GEN 30-12-1966

the 6th day of July 1966 at — minutes 10 o'clock in the forenoon.

Registrar-General.

~~Particulars entered Jointly as all references except, (with the 1st of the Transfers) as listed below~~

~~Vol~~	~~Fol~~	~~Vol~~	~~Fol~~
~~3297~~	~~196~~	~~9277~~	~~118~~
~~8478~~	~~197~~	~~9433~~	~~30A-B~~
~~9508~~	~~9508~~	~~(9596 as~~	

~~on the 17th May 1965 at 12 o'clock noon~~

~~Registrar-General~~

DEP REG GEN 13-5-66

Particulars entered Thirdly in Register Book Vol. 9386 Folio 160 & 163
the 8th day of October 1965 at 10 o'clock in the forenoon.

Registrar General

Vol 9932 Fol 118
Vol 9003 Fols 72 & 73

Particulars entered Finally in Register Book Vol. 9201 Folio 120, 121 & 122
the 6th day of March 1967 at 10 o'clock in the — noon.

Registrar General

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:1 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017 955008

CONVEYANCING ACTS, 1919-1953
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900

I, ALFRED ALLEYNE LEVY, State Crown Solicitor's Office DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the Fourteenth day of April one thousand nine hundred and sixtyone, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of ~~the land therein described~~ an easement or right to use the surface and the subsoil or undersurface of inter alia duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY in so far as the land mentioned in the Schedule hereunder written is concerned HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900. AND I FURTHER CERTIFY that I was appointed by writing dated the Twentyfourth day of July, one thousand nine hundred and fiftysix under his hand and official Seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part Por.29 (Ph.) (bg.part land in) R.P.A. 229-9) being the land delineated on the plan hereunto annexed and marked "A".		Parish Gidley County Cumberland	Part C.T.	5221	57
Part Lot 36		Parish County Deposited Plan No. 12076	Part C.T.	7410	92
Part Lot 37		Deposited Plan No. 12076	Part C.T.	6431	151
Part Lot 38		Deposited Plan No. 12076	Part C.T.	6431	155
Being the land delineated on the plan hereunto annexed and marked "B".					
Part Lots 1, 2, 3, 4, & 5, Sec H. being part of the land in R.P.A.32452		(Grange Farms Estate)	Part C. T.	4811	181
Being the lands delineated on the plan hereunto annexed and marked "C".					
Part Lot 1 Sec. C (being part Lot 5 D.P.27259		Grange Farms Estate (1001 Litho)	Part C.T.	4811	183
Being the land delineated on the plan hereunto annexed and marked "D".					
Part Lots 3&4 Sec. F		Deposited Plan No. 712	Part C.T.	7815	106
Being the land delineated on the plan hereunto annexed and marked "E".					

Action Taken

~~DATED this day of in the year of Our Lord~~

one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY

76077 157 A. H. Pettifer, Government Printer.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:2 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or whole	Vol.	Fol.
Part Lot 1	Sec H	Deposited Plan No. 712	Part C.T.	6686	181
Part Lot 2	Sec H	Deposited Plan No. 712	Part C.T.	708	28
Being the lands delineated on the plan hereunto annexed and marked "F".					
Part Lot 3	Sec H	Deposited Plan No. 712	Part C.T.	710	157
Part Lot 4	Sec H	Deposited Plan No. 712	Part C.T.	6816	119
Being the lands delineated on the plan hereunto annexed and marked "G".					
Part Lot 5	Sec H	Deposited Plan No. 712	Part C.T.	3855	82
Part Lot 6	Sec H	Deposited Plan No. 712	Part C.T.	748	91
Being the lands delineated on the plan hereunto annexed and marked "H".					
Part Lot 7	Sec H	Deposited Plan No. 712	Part C.T.	739	224
Being the land delineated on the plan hereunto annexed and marked "J".					
Part Lot 2B in plan annexed to Transfer No.D500354)		Parish Gidley County Cumberland	Part C.T.	5939	79
Being the land delineated on the plan hereunto annexed and marked "K".					
Part Lot 9 Sec Q (being also part lots 16, 17, 22 & 23 DP) 1610 and whole of lots 18, 19, 20 &21 D.P.1610)		Deposited Plan No. 712	Part C.T.	6748	2
Being the land delineated on the plan hereunto annexed and marked "L".					

DATED this FOURTEENTH day of DECEMBER in the year of Our Lord one thousand nine hundred and sixtyone.

SIGNED by the said ALFRED ALLEYNE LEVY in the presence of:

THE REGISTRAR GENERAL
SYDNEY.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:3 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

Municipality of
Shire of Blacktown

H 955008

THE ELECTRI

SYDNEY WES

330kV.

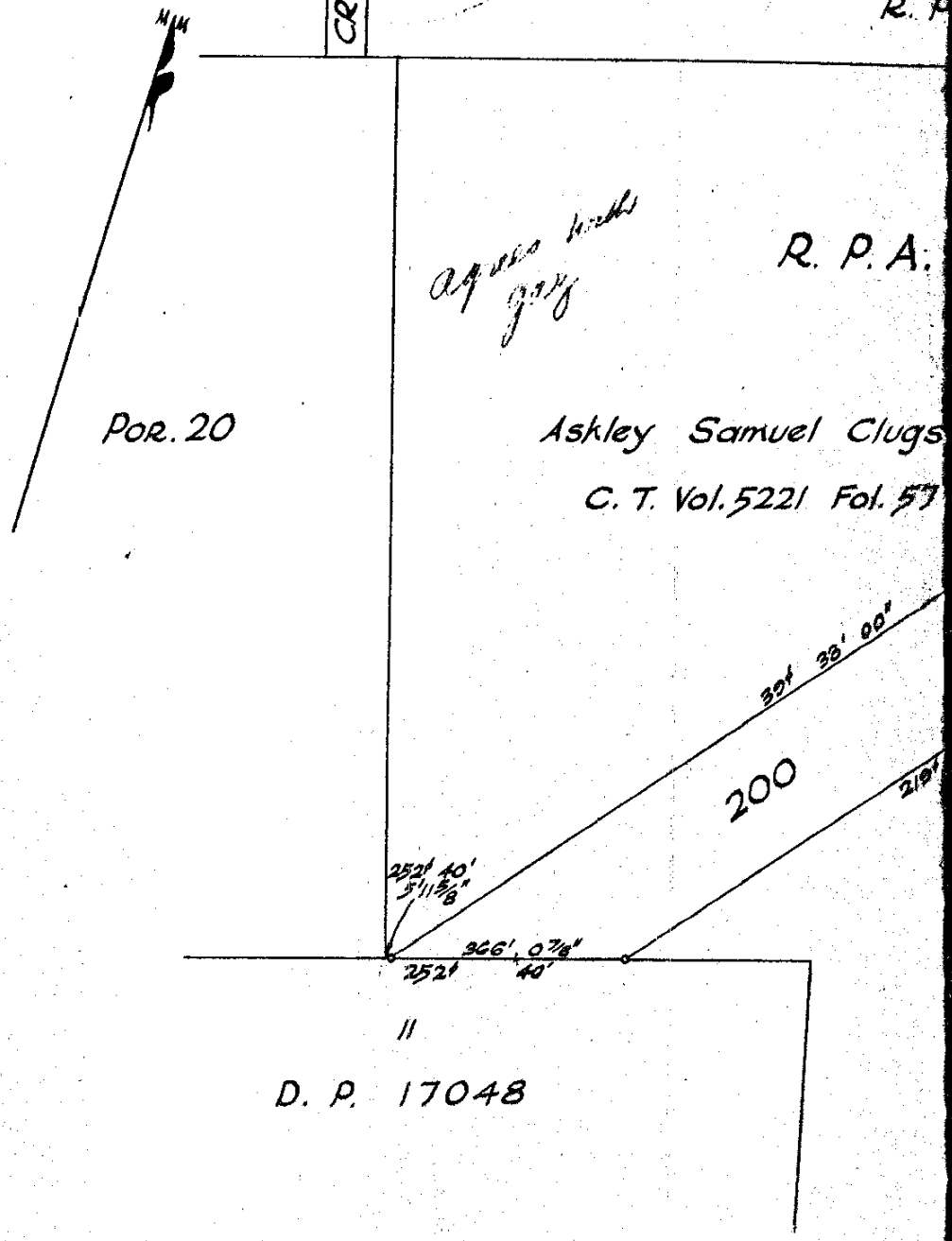
SHOWING SITE OF EASEMENT

Parish of Gidley

Scale

R. P

CCC 461
Acd
Jul
4/3/63



S.B. 18760.R.

Date 1. 1. 60

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:4 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

(25)

"A"

Y COMMISSION OF N.S.W.

- SYDNEY NORTH

ANSMISSION LINE

Trans. line

PLAN

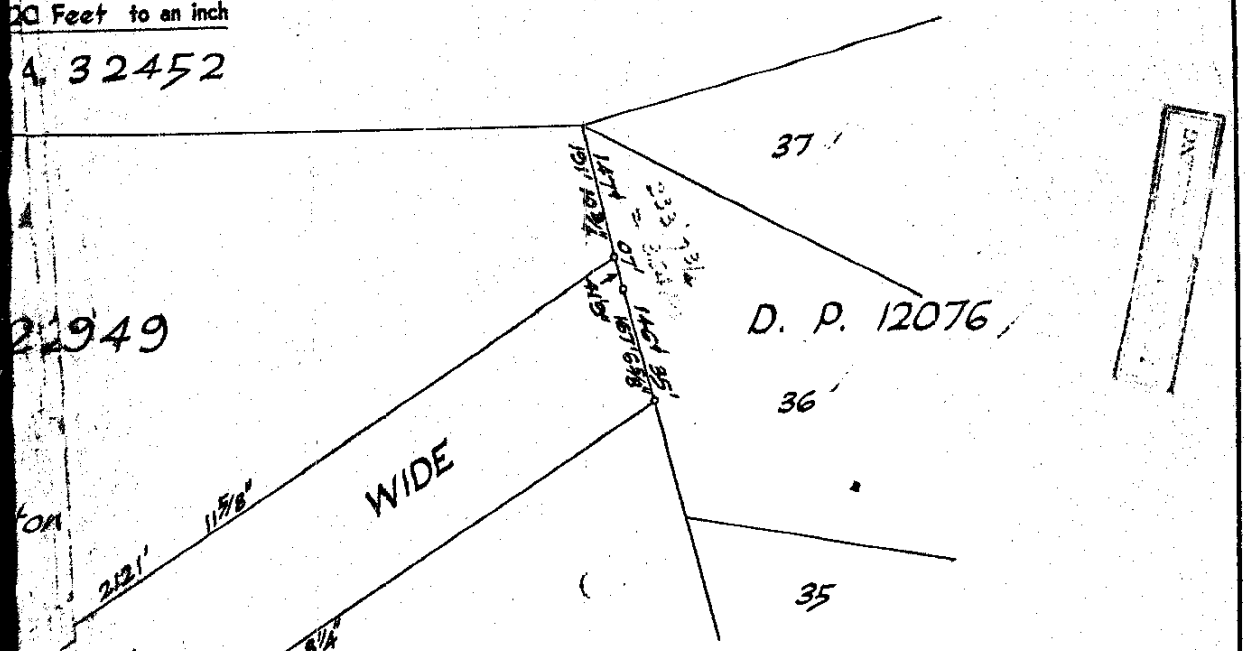
14-4-61 44 1081-2.

RESUMED FOR TRANSMISSION LINE

County of Cumberland

20 Feet to an inch

A. 32452



"A"

14th DECEMBER 61

I certify that this plan has been compiled from information in R.P.A. 22949 and is correct.

J. T. Raymond

of J. T. & Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P3755

(in plans)

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:5 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

S.B. 18761.

~~Municipality of~~
~~City~~ of Blacktown

H 955008

(26)

B

Min.

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line.

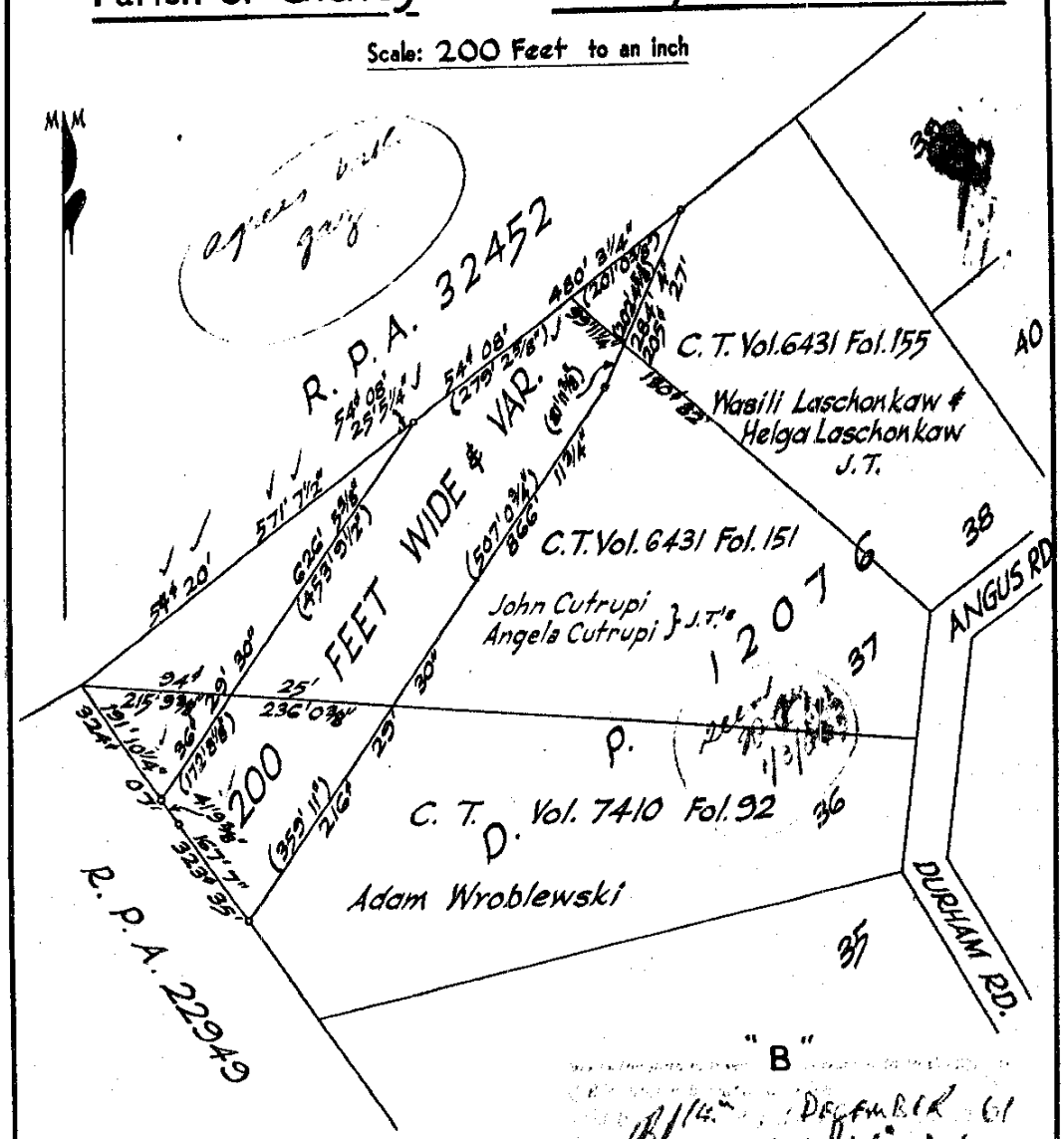
PLAN

14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



"B"

14th DECEMBER 61

I certify that this plan has been compiled from information in D.P. 12076 and is correct.

J.C. Raymond.
of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.
P.3756

Date 1.1.60

S.B. 18761.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:6 of 18
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S.B. 18762.

~~Municipality of~~
~~Shire of~~ Blacktown

H955008

"C" (27)

Min.

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

Trans. line.

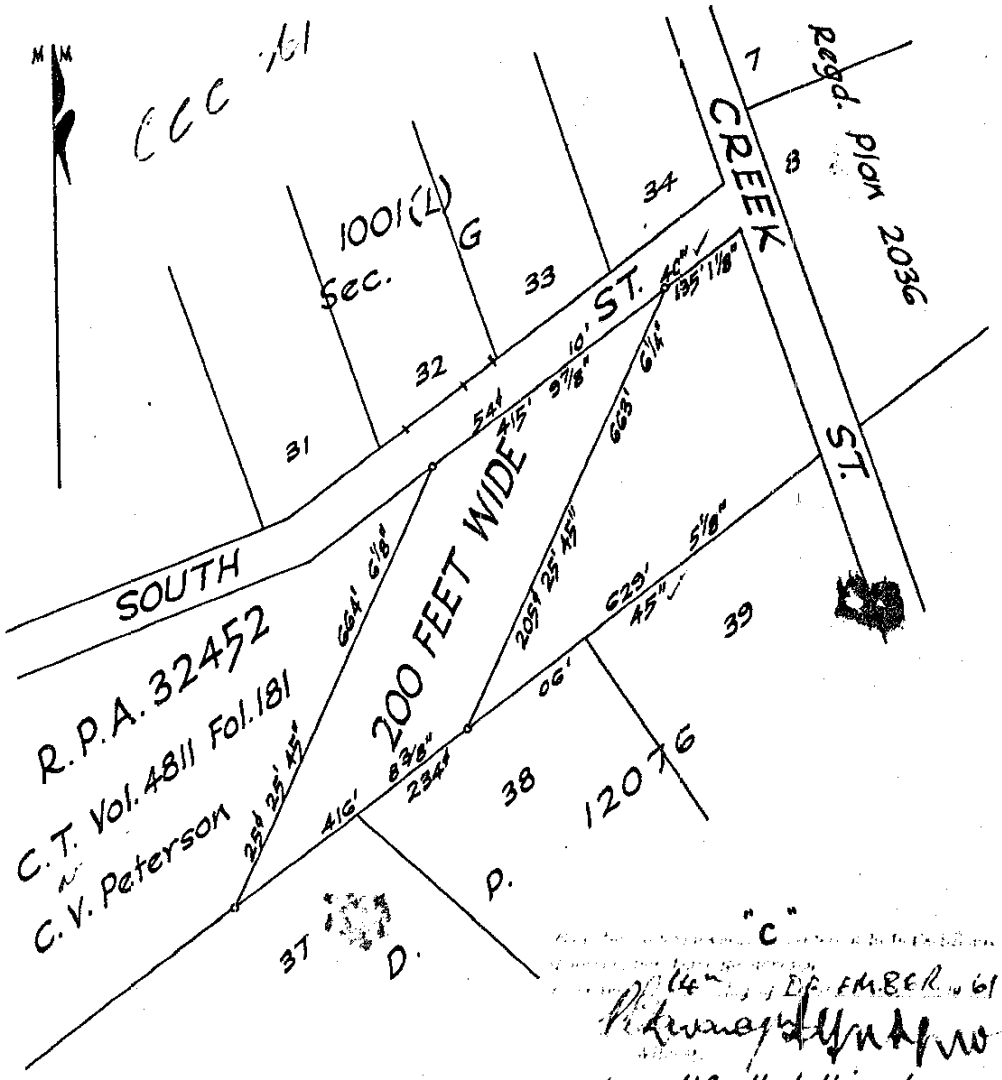
PLAN

14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



"C"

14th DECEMBER 61

I certify that this plan has been compiled from information in Real Property Application 32452 and is correct.

P.C. Raymond
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 21.12.59

P3757

S.B. 18762.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:7 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

S.B. 18764.

~~Municipality of~~
~~Shire of~~ Blacktown

H 955008

"D" (25)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE

PLAN

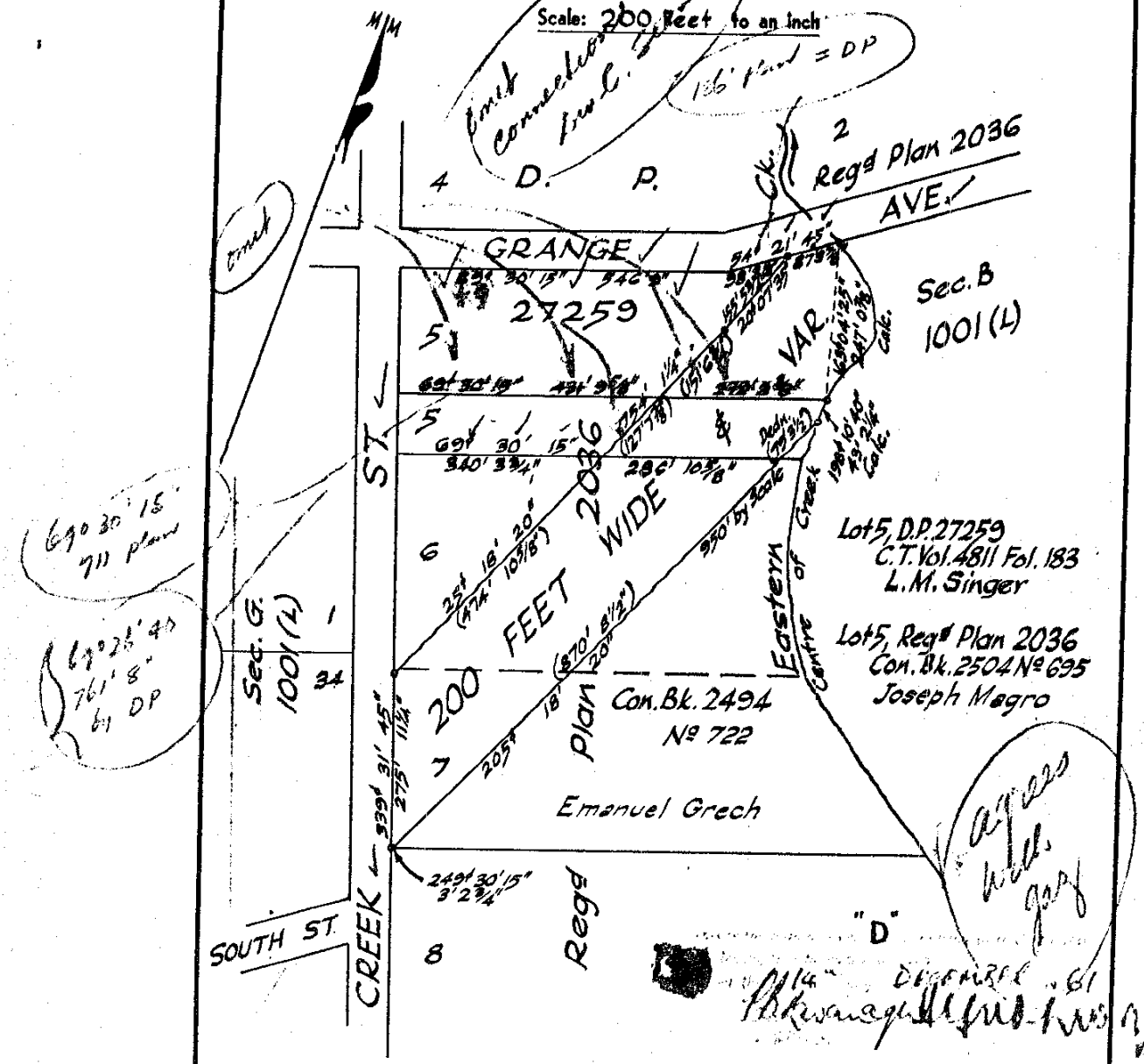
Trans. line

14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 feet to an inch



I certify that this plan has been compiled from information in D.P. 27259, which is also Regd Plan 2036 and is correct.

J. T. Raymond
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date 31-12-59

P3759

S.B. 18764.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:8 of 18
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S.B. 18765.

~~Municipality of~~
Shire of Blacktown

H 955008

"E" (35)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST-SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line

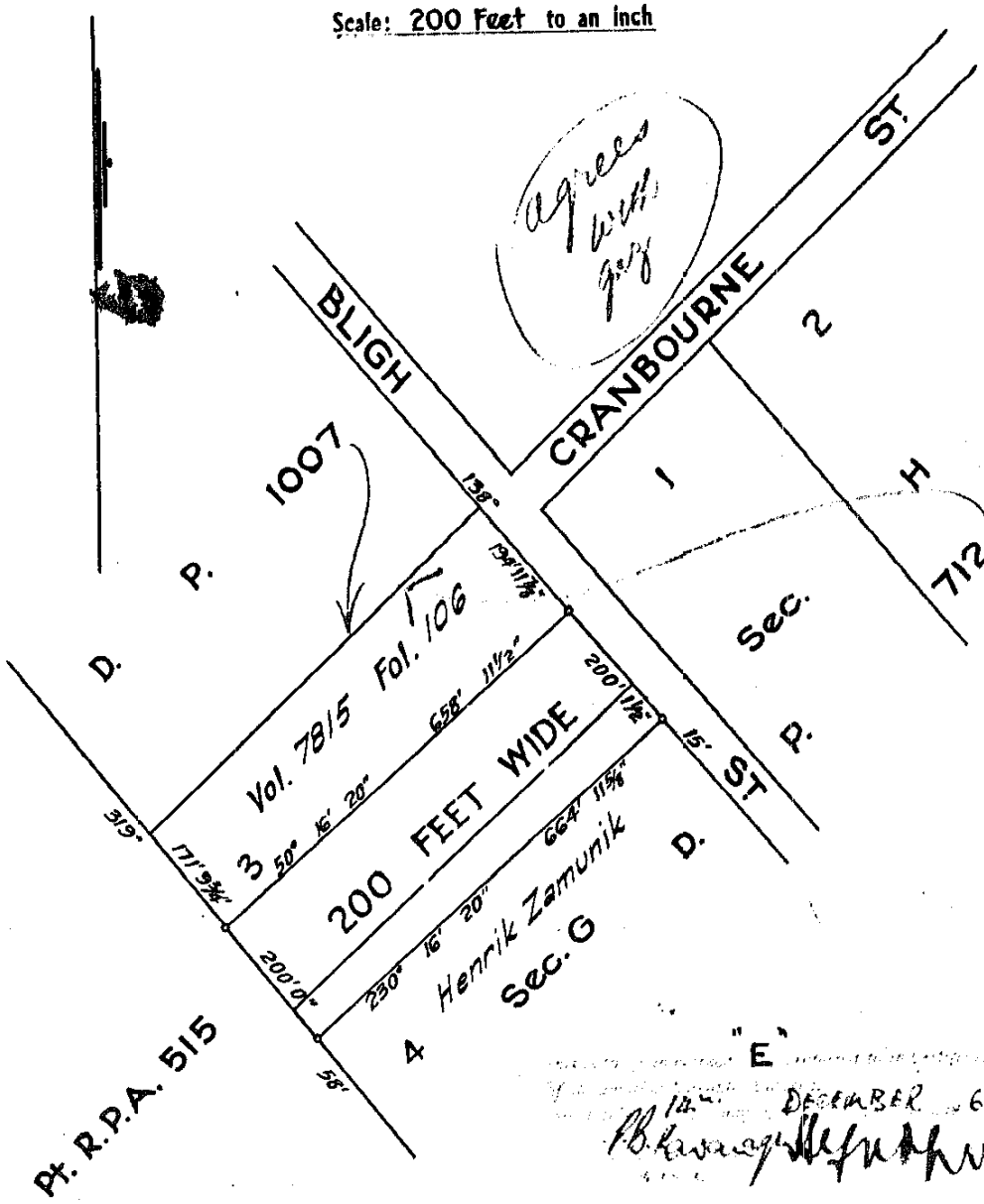
PLAN

14-4-61 44 1031-2

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



"E"
14th DECEMBER 61

I certify that this plan has been compiled from the information shown in D.P. 712 catalogued at the Registrar General's Dept., and is correct.

F.C. Raymond.

of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date : 26-1-60

P.3762

S.B. 18765.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:9 of 18
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S.B. 18766

~~Municipality of~~
~~Shire~~ of Blacktown

H 955008

"F" (36)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line

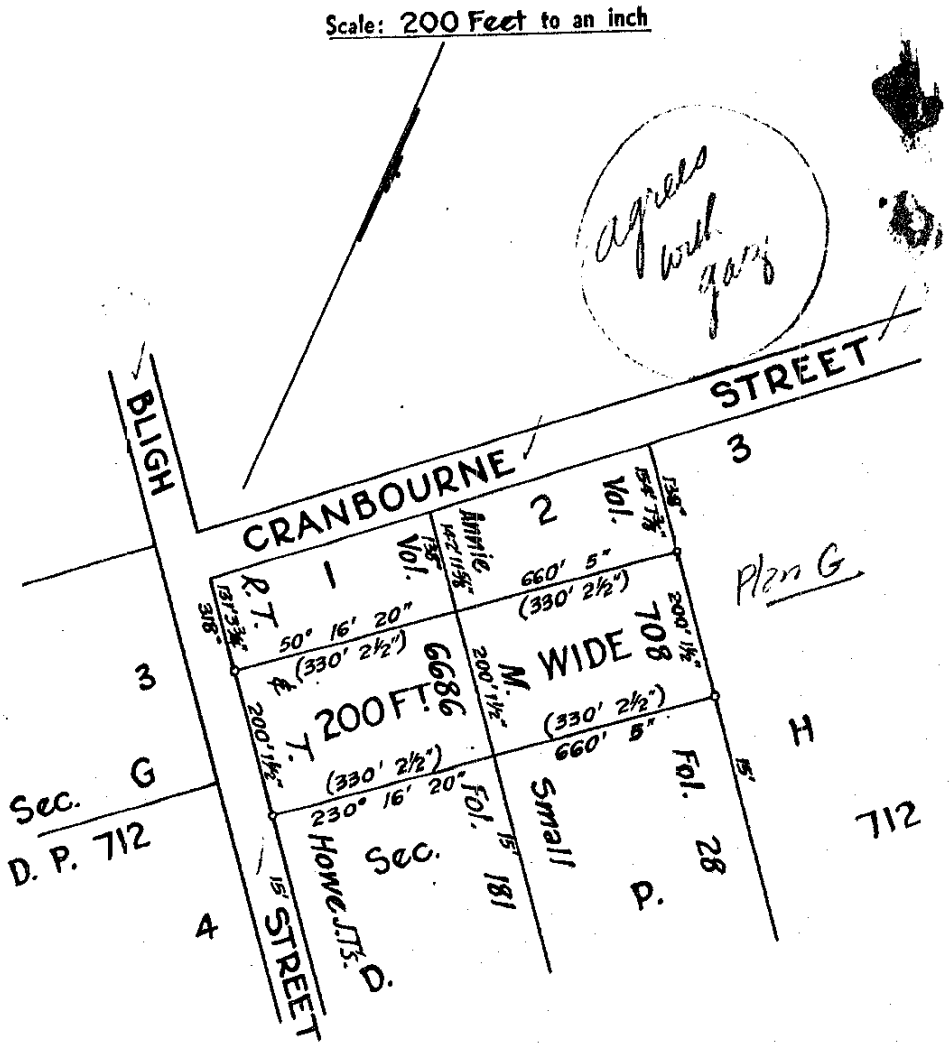
PLAN

14-4-61 44 1081-2.

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



"F"

December 61

I certify that this plan has been compiled from information shown in D.P. 712 catalogued at the Registrar Generals, and is correct.

P. C. Raymond
of J. T. S. Ryan & Co.,
Surveyor Registered under The Surveyors Act, 1929.

Date : 26·1·60

P.3763

S.B. 18766

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:10 of 18
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S.B. 18767.

~~Municipality of~~
Shire of Blacktown

H 955008

"G" (37)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST-SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line

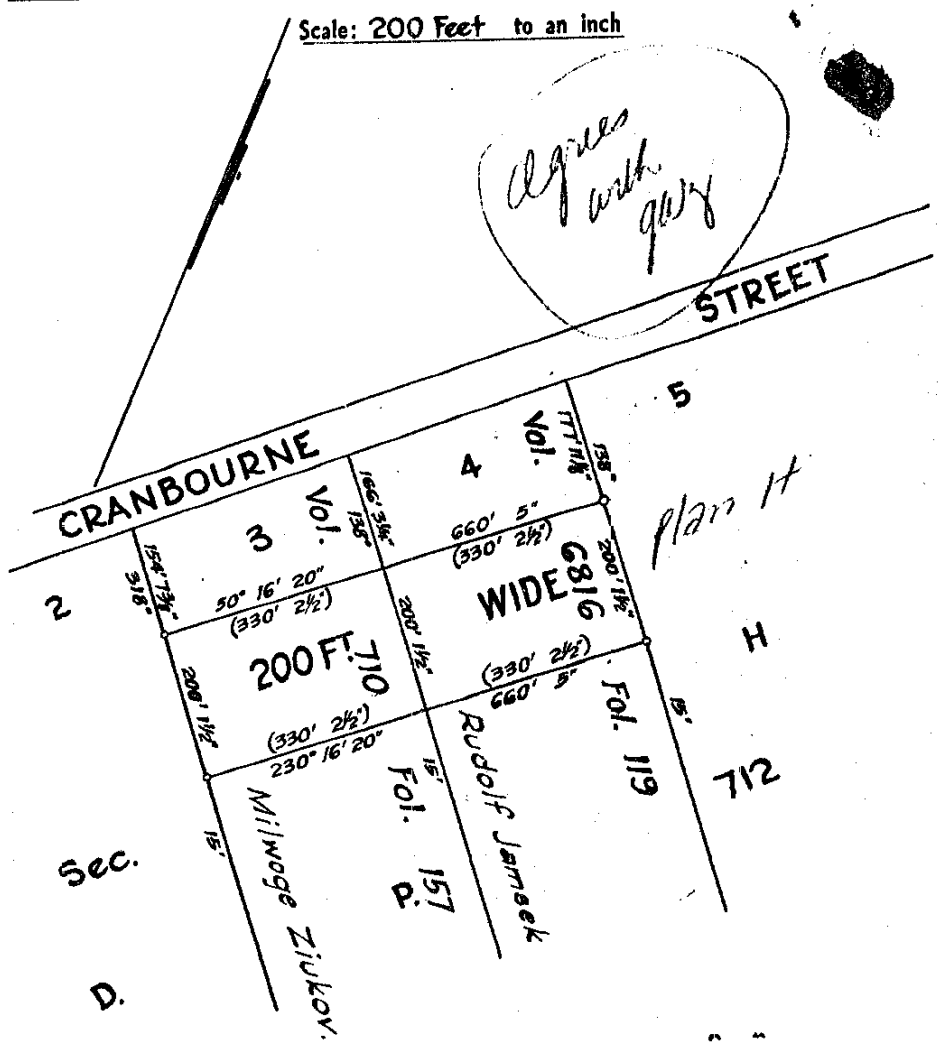
PLAN

14-4-61 44 1081-2.

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



"G"

14th DECEMBER 61

I certify that this plan has been compiled from the information shown in D.P. 712 catalogued at the Registrar Generals, and is correct.

J. E. Raymond

of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date: 26-1-60

P.3764

S.B. 18767.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:11 of 18
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S.B. 18768.

~~Municipality of~~
~~Shire~~ of Blacktown

H 955008

"H" (38)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line

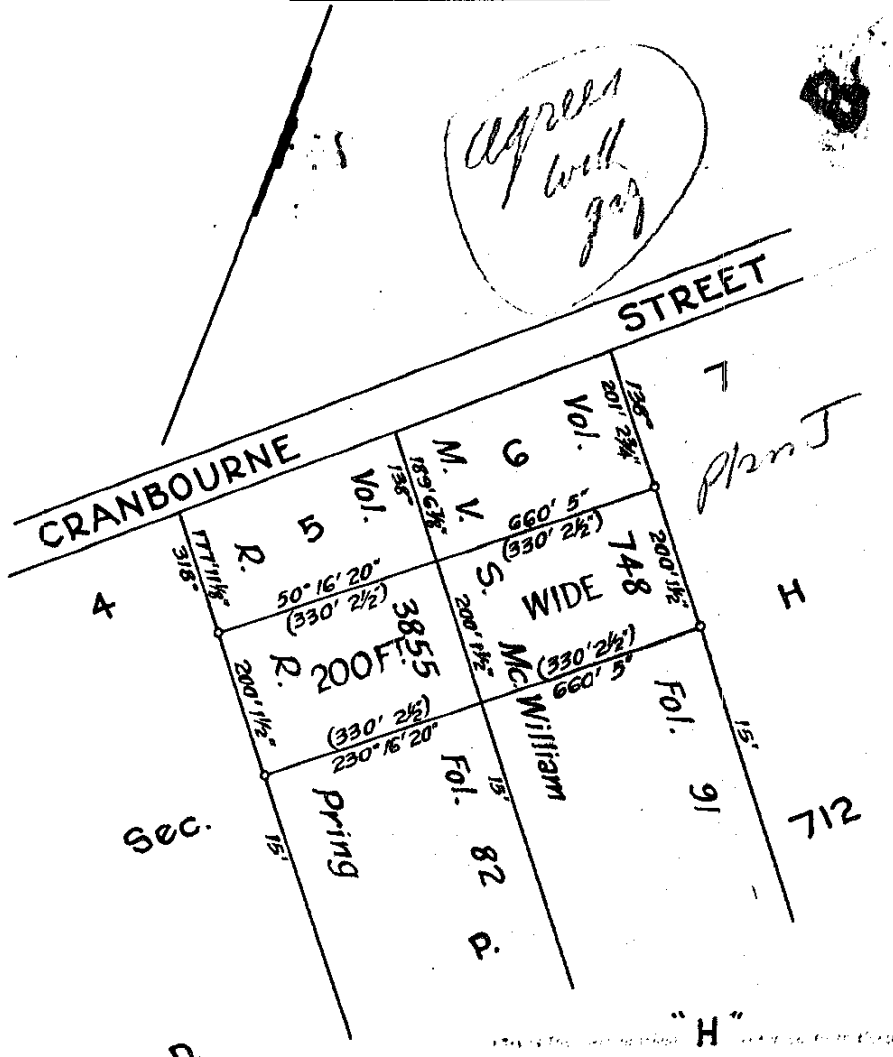
PLAN

14-4-61 44 1081-2.

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



I certify that this plan has been compiled from the information shown in D.P. 712 catalogued at the Registrar Generals, and is correct.

P.E. Raymond
of J.T.S. Ryan & Co.,
Surveyor Registered under The Surveyors Act, 1929.

Date : 26-1-60

P. 3765

S.B. 18768.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:12 of 18
© Office of the Registrar-General /Src:INFOTRACK /Ref:200017

S.B. 18769.

~~Municipality of~~
~~Shire~~ of Blacktown

H 955008

"J" (39)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 KV. TRANSMISSION LINE

Trans. line

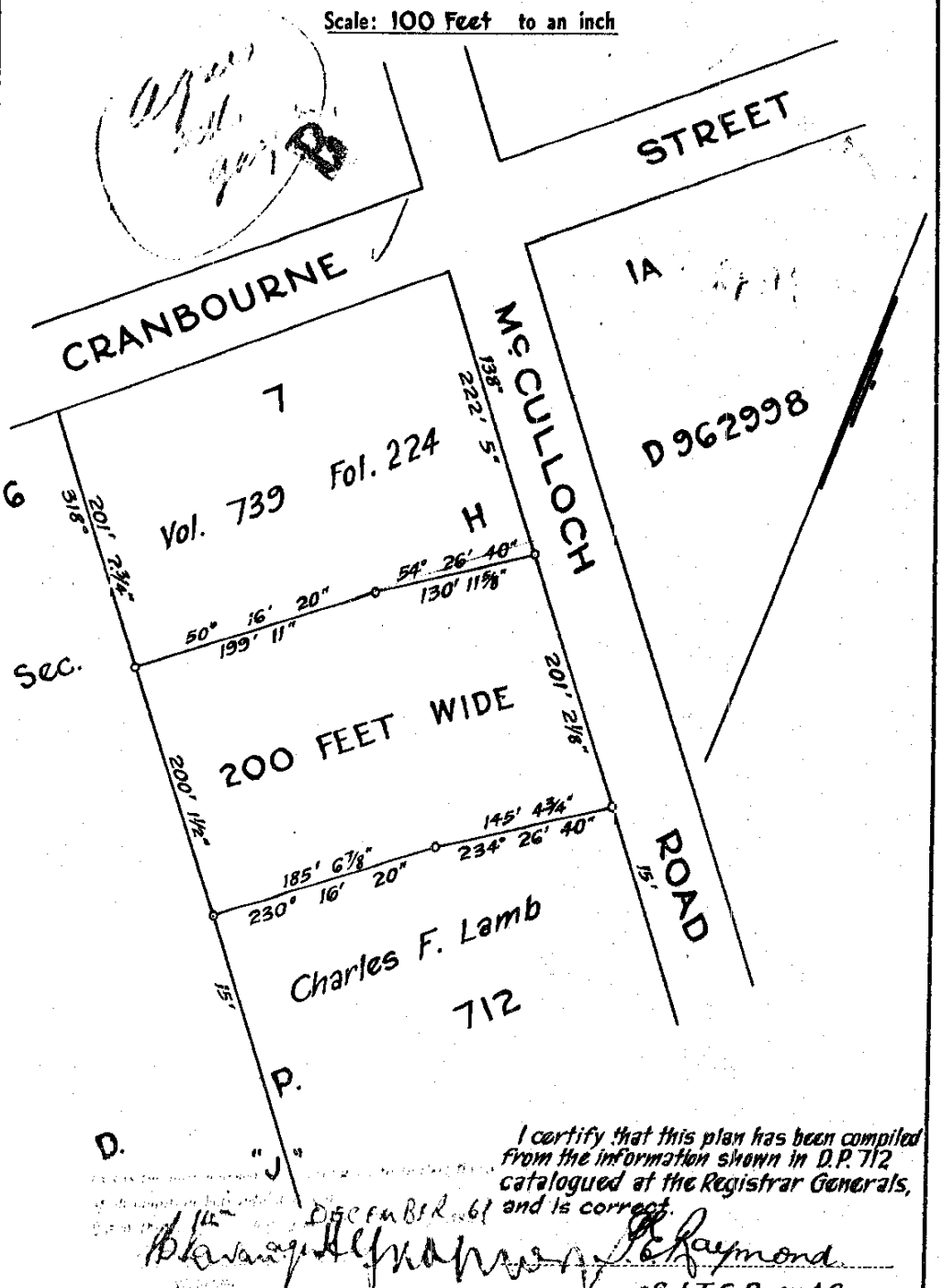
PLAN

14-4-61 44 1081-2

SHOWING SITE OF EASEMENT ~~PROPOSED TO~~ BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 100 Feet to an inch



I certify that this plan has been compiled from the information shown in D.P. 712 catalogued at the Registrar Generals, and is correct.

14th DECEMBER 61

Alfred Raymond

of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date : 26·1·60

P. 3766

S.B. 18769.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:13 of 18
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S.B. 18770.

~~Municipality of~~
~~Shire~~ of Blacktown

H 955008

"K" (41)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE

PLAN

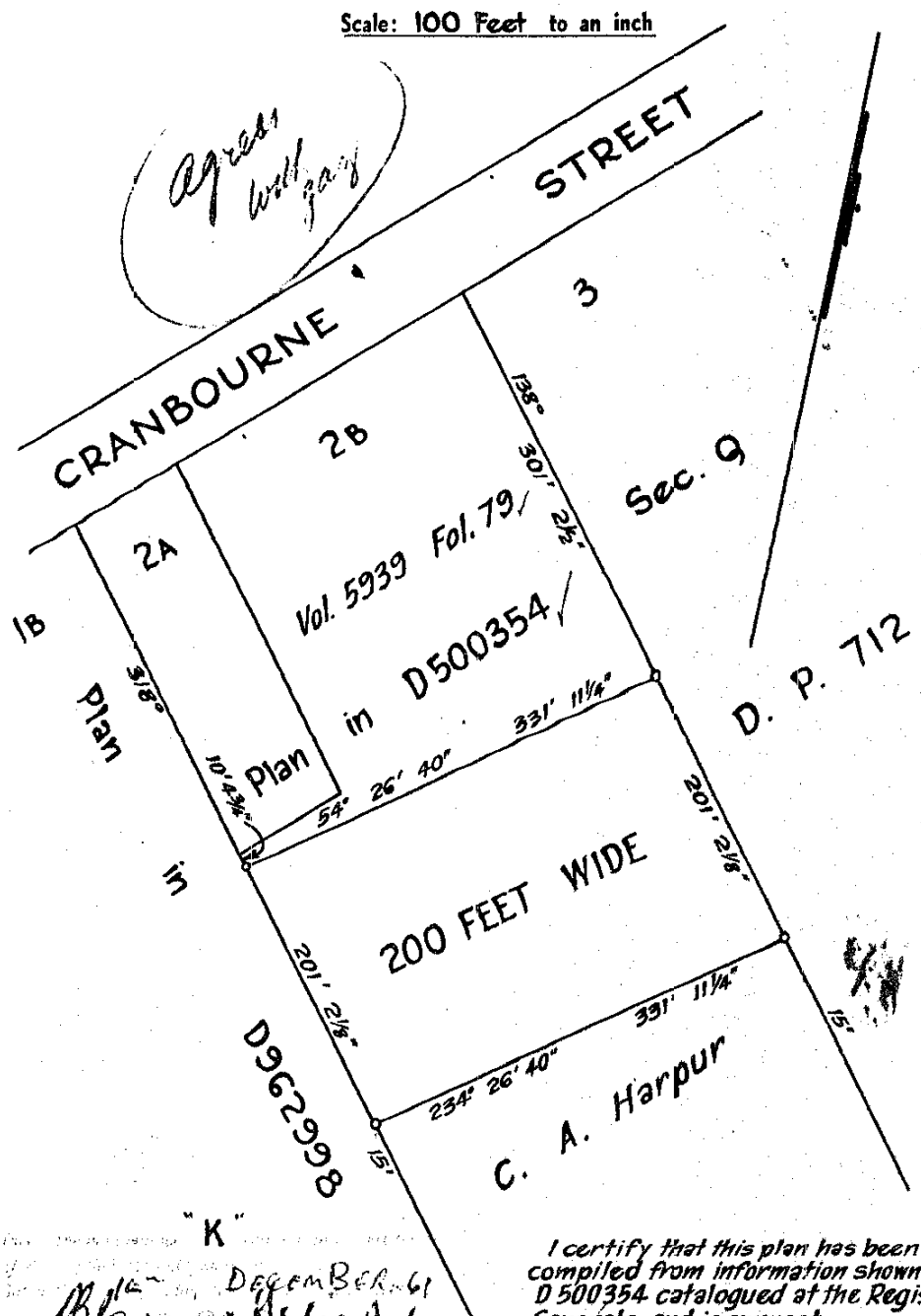
Trans. line

17-4-61 44 1021-2

SHOWING SITE OF EASEMENT ~~PROPOSED TO~~ BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 100 Feet to an inch



"K"

DECEMBER 61

I certify that this plan has been compiled from information shown in D 500354 catalogued at the Registrar Generals, and is correct.

P. B. Raymond.
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929.

Date: 26·1·60

P. 3768

S.B. 18770.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:14 of 18
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S.B. 18771.

~~Municipality of~~
~~Shire~~ of Blacktown

H 955008

"L" (44)

THE ELECTRICITY COMMISSION OF N.S.W.

SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

Trans. line.

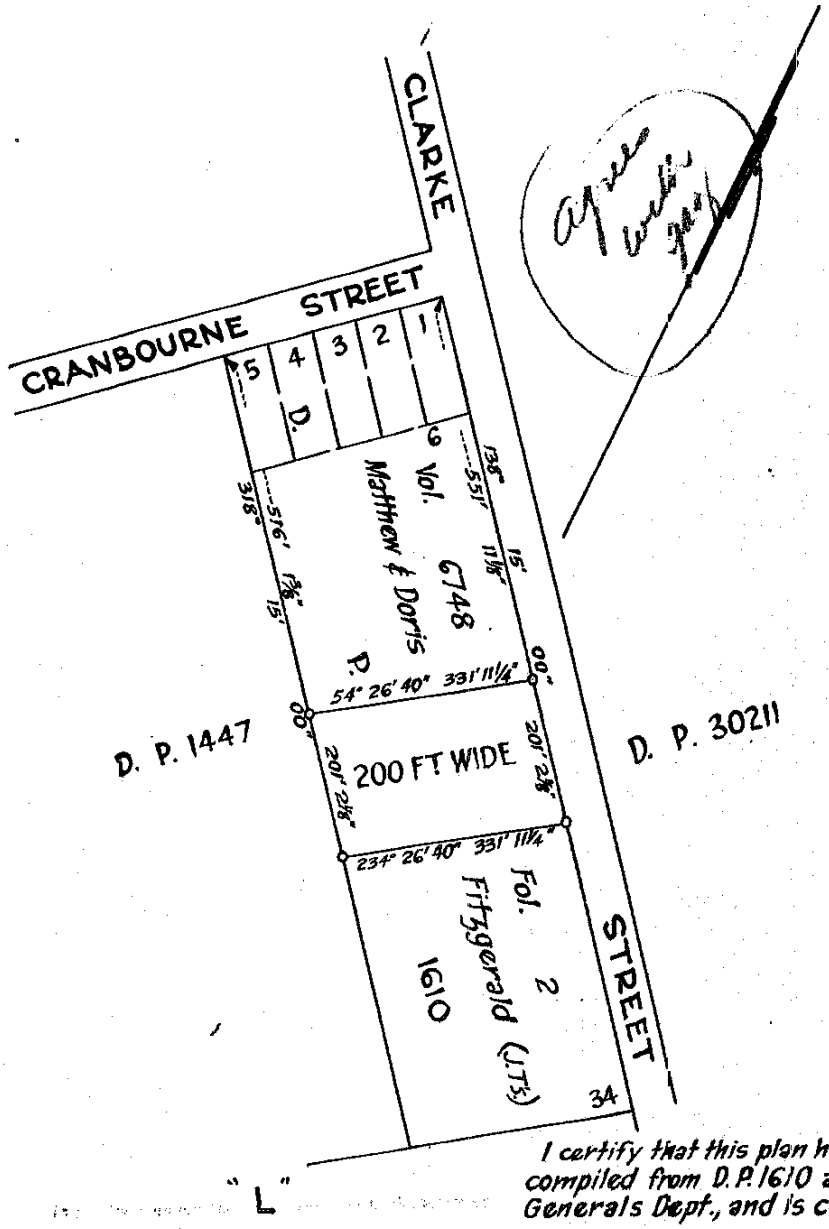
PLAN

14-4-61 44 1051-2

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ RESUMED FOR TRANSMISSION LINE

Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch



Agree with this

I certify that this plan has been compiled from D.P. 1610 at the Registrar Generals Dept., and is correct.

14th DECEMBER, 61

B Kavanagh for Anthony G. Raymond.

of J.T.S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

Date: 26·1·60

P.3771

S.B. 18771.

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:15 of 18
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[Published in Government Gazette No. 44 of 14th April, 196:.]

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED. —PUBLIC WORKS ACT, 1912, AS AMENDED

SYDNEY WEST-SYDNEY NORTH 330KV TRANSMISSION LINE

Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 5th day of April, 1961.

E. W. WOODWARD, Governor.

By His Excellency's Command,

F. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Shire of Blacktown, parish of Gidley and county of Cumberland, being part of the land 200 feet wide comprised in Real Property Application 22949: Commencing on the northernmost north-eastern boundary of the said land at a point bearing 147 degrees 7 minutes and distant 191 feet 10¾ inches from the northernmost corner of that land; and bounded thence on the north-east by part of that boundary bearing successively 147 degrees 7 minutes 41 feet 9 inches and 146 degrees 35 minutes 167 feet 6⅞ inches; on the south-east by a line bearing 219 degrees 33 minutes 1753 feet 8¼ inches to the westernmost south-eastern boundary of the said land comprised in Real Property Application 22949; on the south-east by part of that boundary bearing 252 degrees 40 minutes 366 feet ⅞ inch; and on the north-west by a line bearing 39 degrees 33 minutes 2121 feet 11¼ inches to the point of commencement,—and said to be in the possession of Ashley S. Clugston.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 36, 37 and 38, deposited plan 12076: Commencing on the south-western boundary of the said lot 36 at a point bearing 144 degrees 7 minutes and distant 191 feet 10¾ inches from the westernmost corner of that lot; and bounded thence on the north-west by a line bearing 36 degrees 29 minutes 30 seconds 626 feet 5⅞ inches to the north-western boundary of the said lot 37; on the north-west by part of that boundary and part of the north-western boundary of the said lot 38, in all bearing 54 degrees 8 minutes 480 feet 3¼ inches; on the south-east by lines bearing successively 205 degrees 27 minutes 284 feet 4 inches and 216 degrees 29 minutes 30 seconds 866 feet 11¼ inches to the said south-western boundary of lot 36; and on the south-west by part of that boundary bearing successively 323 degrees 35 minutes 167 feet 7 inches and 324 degrees 7 minutes 41 feet 9¼ inches to the point of commencement,—and said to be in the possession of Adam Wroblewski and others.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of the land comprised in Real Property Application 32452: Commencing on a south-eastern side of South-street at a point bearing 234 degrees 10 minutes 40 seconds and distant 135 feet 1¼ inches from the intersection of that side of that street with the south-western side of Creek-street; and bounded thence on the south-east by a line bearing 205 degrees 25 minutes 45 seconds 663 feet 6¾ inches to the north-western boundary of lot 38, deposited plan 12,076; on the south-east by part of that boundary and part of the north-western boundary of lot 37, in all bearing 234 degrees 6 minutes 45 seconds 416 feet 8⅜ inches; on the north-west by a line bearing 25 degrees 25 minutes 45 seconds 664 feet 6¼ inches to the said south-eastern side of South-street; and again on the north-west by that side of that street bearing 54 degrees 10 minutes 40 seconds 415 feet 9⅞ inches to the point of commencement,—and said to be in the possession of C. V. Peterson.

Also, all that piece or parcel of land situate as aforesaid, being part of lot B, miscellaneous plan of subdivision (OS) 13790: Commencing at the intersection of the north-western side of South-street with the south-western side of Creek-street; and bounded thence on the south-east by the said north-western side of South-street bearing 234 degrees 10 minutes 40 seconds 435 feet 9½ inches to the southernmost corner of the said lot B; on the south-west by part of the south-western boundary of that lot, bearing 339 degrees 38 minutes 45 seconds 9 feet ½ inch; on the north-west by a line bearing 25 degrees 25 minutes 45 seconds 585 feet 2 inches to the said south-western side of Creek-street; and on the north-east by that side of that street bearing 159 degrees 31 minutes 45 seconds 300 feet 10¾ inches to the point of commencement,—and said to be in the possession of Joze Bratovic.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 5, 6 and 7, Registered Plan 2036 and part of lot 5, Deposited Plan 27229: Commencing on the north-eastern side of Creek-street at the southernmost corner of the said lot 7; and bounded thence on the south-west by that side of that street bearing 339 degrees 31 minutes 45 seconds 275 feet 11¼ inches; on the north-west by lines bearing successively 25 degrees 18 minutes 20 seconds 754 feet 1¼ inches and 20 degrees 7 minutes 35 seconds 155 feet 5¾ inches to a south-eastern side of Grange-avenue; again on the north-west by that side of that street bearing 54 degrees 21 minutes 45 seconds 87 feet 8¾ inches to the northernmost corner of the said lot 5, deposited plan 27229; generally on the north-east by the generally north-eastern boundary of that lot generally south-easterly to the south-eastern corner of that lot; generally on the south-east by part of the generally south-eastern boundary of the said lot 5, Registered Plan 2036, generally south-westerly to a point bearing 198 degrees 10 minutes 40 seconds 43 feet 2¼ inches; on the south-east by a line bearing 205 degrees 18 minutes 20 seconds 950 feet to the south-eastern boundary of lot 7, Registered Plan 2036; and again on the south-east by part of that boundary bearing 249 degrees 30 minutes 15 seconds 3 feet 2¼ inches to the point of commencement,—and said to be in the possession of Emanuel Grech and others.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 3 and 4, section G, deposited plan 712: Commencing on the south-western side of Bligh-street at a point bearing 138 degrees 15 minutes and distant 194 feet 11¼ inches from the northernmost corner of the said lot 3; and bounded thence on the north-east by the said south-western side of Bligh-street bearing 138 degrees 15 minutes 200 feet 1¼ inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 664 feet 11¼ inches to the south-western boundary of the said lot 4; on the south-west by part of that boundary and part of the south-western boundary of the said lot 3, in all bearing 319 degrees 58 minutes 200 feet; and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 658 feet 11¼ inches to the point of commencement,—and said to be in the possession of Henrik Zamunik.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 1 and 2, section H, deposited plan 712: Commencing on the north-eastern side of Bligh-street at a point bearing 138 degrees 15 minutes and distant 131 feet 3¾ inches from the intersection of that side of that street with the south-eastern side of Cranbourne-street; and bounded thence on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the north-eastern boundary of the said lot 2; on the north-east by part of that boundary bearing 138 degrees 15 minutes 200 feet 1¼ inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 660 feet 5 inches to the said north-eastern side of Bligh-street; and on the south-west by that side of that street bearing 318 degrees 15 minutes 200 feet 1¼ inches to the point of commencement,—and said to be in the possession of Annie M. Small and R. T. and T. Howe.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid being part of lots 3 and 4, section H, deposited plan 712: Commencing on the north-eastern boundary of the said lot 4 at a point bearing 138 degrees 15 minutes and distant 177 feet 11¼ inches from the northernmost corner of the said lot 4; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 138 degrees 15 minutes 200 feet 1¼ inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 660 feet 5 inches to the south-western boundary of the said lot 3; on the south-west by part of that boundary bearing 318 degrees 15 minutes 200 feet 1¼ inches and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the point of commencement,—and said to be in the possession of Rudolf Jamsek and Milwoge Zitkov.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 5 and 6, section H, deposited plan 712: Commencing on the north-eastern boundary of the said lot 6 at a point bearing 138 degrees 15 minutes and distant 201 feet 2¾ inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 138 degrees 15 minutes 200 feet 1¼ inches; on the south-east by a line bearing 230 degrees 16

This is the copy *Gazette* Notification referred to in the annexed Certificate.

Witness .....

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:16 of 18
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minutes 20 seconds 660 feet 5 inches to the south-western boundary of the said lot 5; on the south-west by part of that boundary bearing 318 degrees 15 minutes 200 feet 1¼ inches; and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the point of commencement,—and said to be in the possession of M. V. S. McWilliam and R. R. Pring.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lot 7, section H, deposited plan 712: Commencing on the south-western side of McCulloch-road at a point bearing 138 degrees 15 minutes and distant 222 feet 5 inches from the intersection of that side of that road with the south-eastern side of Cranbourne-street; and bounded thence on the north-east by the said south-western side of McCulloch-road bearing 138 degrees 15 minutes 201 feet 2¼ inches; on the south-east by lines bearing successively 234 degrees 26 minutes 40 seconds 145 feet 4¾ inches and 230 degrees 16 minutes 20 seconds 185 feet 6¾ inches to the south-western boundary of the said lot 7; on the south-west by part of that boundary bearing 318 degrees 15 minutes 200 feet 1¼ inches; and on the north-west by lines bearing successively 50 degrees 16 minutes 20 seconds 199 feet 11 inches and 54 degrees 26 minutes 40 seconds 130 feet 11¼ inches to the point of commencement,—and said to be in the possession of Charles F. Lamb.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lot 2B, plan annexed to dealing D. 500,354: Commencing on the north-eastern boundary of the said lot 2B at a point bearing 138 degrees 15 minutes and distant 301 feet 2¼ inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 138 degrees 15 minutes 201 feet 2¼ inches; on the south-east by a line bearing 234 degrees 26 minutes 40 seconds 331 feet 11¼ inches to the southernmost south-western boundary of the said lot 2B; on the south-west by part of that boundary bearing 318 degrees 15 minutes 201 feet 2¼ inches; and on the north-west by a line bearing 54 degrees 26 minutes 40 seconds 331 feet 11¼ inches to the point of commencement,—and said to be in the possession of C. A. Harpur.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of the land in deposited plan 1,610: Commencing on the south-western side of Clarke-street at a point bearing 138 degrees 15 minutes and distant 551 feet 11¼ inches from the intersection of that side of that street with the south-eastern side of Cranbourne-street; and bounded thence on the north-east by the said south-western side of Clarke-street bearing 138 degrees 15 minutes 201 feet 2¼ inches; on the south-east by a line bearing 234 degrees 26 minutes 40 seconds 331 feet 11¼ inches to the south-western boundary of the said land; on the south-west by part of that boundary bearing 318 degrees 15 minutes 201 feet 2¼ inches; and on the north-west by a line bearing 54 degrees 26 minutes 40 seconds 331 feet 11¼ inches to the point of commencement,—and said to be in the possession of Matthew and Doris Fitzgerald.

And also, all that piece or parcel of land situate in the Shire of Blacktown, parish of Melville and county of Cumberland, being part of the land secondly described in Deed Registered Book 2,402, No. 796: Commencing on the north-eastern boundary of the said land at its intersection with the south-eastern side of William-street; and bounded thence on the north-east by part of that boundary of that land bearing 102 degrees 5 minutes 5 seconds 330 feet 4¼ inches; again on the north-east by a line bearing 160 degrees 41 minutes 50 seconds 558 feet to the right bank of Ropes Creek; generally on the south-east by that creek downwards to a point bearing 252 degrees 25 minutes 20 seconds and distant 1[illegible] feet 1[illegible] inches; on the south-west by a line bearing 340 degrees 41 minutes 50 seconds 347 feet to the said right bank of Ropes Creek; generally on the south-west by that creek downwards to a point bearing 340 degrees 41 minutes 50 seconds and distant 175 feet; again on the south-west by a line bearing 340 degrees 41 minutes 50 seconds 210 feet to the north-eastern boundary of the land secondly described in Deed Registered Book 2,402, No. 796; and again on the north-west by part of that boundary bearing 102 degrees 5 minutes 21 seconds 21 feet ¾ inch to the point of commencement, and said to be in the possession of Dalby Pty. Ltd. (1[illegible] 60-17,186)

Sydney: V. C. N. Blight, Government Printer—1961

day

at

o'clock

Registrar-General.

Particulars entered

This is the cop[illegible]

Witness

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:17 of 18
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iece or parcel of land 200 feet wide situate
part of the land in deposited plan 1,610;
he south-western side of Clarke-street at a
degrees 15 minutes and distant 551 feet
the intersection of that side of that street
tern side of Cranbourne-street; and bounded
rth-east by the said south-western side of
ing 138 degrees 15 minutes 201 feet 2
uth-east by a line bearing 234 degrees 2
ls 331 feet 11¼ inches to the south-western
aid land; on the south-west by part of tha
318 degrees 15 minutes 201 feet 2¼ inches
west by a line bearing 54 degrees 26 minute
t 11¼ inches to the point of commencement
n the possession of Matthew and Doris Fitz,

Agreement with plan L.

NVA

hat piece or parcel of land situate in th
n, parish of Melville and county of Cum
rt of the land secondly described in Dee
,402, No. 796: Commencing on the north
of the said land at its intersection with th
of William-street; and bounded thence o
part of that boundary of that land bearin
nutes 5 seconds 330 feet 4¼ inches; agai
by a line bearing 160 degrees 41 minutes 5
to the right bank of Ropes Creek: gener
-east by that creek downwards to a poi
es 25 minutes 20 seconds and distant 30
the south-west by a line bearing 340 degre
conds 347 feet to the said right bank o
erally on the south-west by that creek dow
bearing 340 degrees 41 minutes 50 second
eet; again on the south-west by a line bea
1 minutes 50 seconds 210 feet to the sa
ndary of the land secondly described in Dee
,402, No. 796; and again on the north-ea
boundary bearing 102 degrees 5 minutes
inch to the point of commencement,—ar
e possession of Dalby Pty. Ltd. (Mis
(3765

NVA.

Agreement with plan D.

Agreement with plan G

Agreement with plan F

Agreement with plan B.

Agreement with plan H.

This is the copy *Gazette* Notification referred to in the annexed Certificate.

Witness [illegible]

Req:R864966 /Doc:DL H955008 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:27-Oct-2020 14:07 /Seq:18 of 18
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No. H 955008

LODGED by State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION
of easement for transmission line

Issued SDB as regards 4811/181 only being PLAN C

Passed as regards remainder 1/3/63

Finally as regards 4811/181 (Plan C)

Particulars entered in Register Book,
FIRSTLY
Vol. 4811, Fol. 181 P

the 25th day of July 1962 at 30 minutes past 2 o'clock in the afternoon.

Registrar-General.

Particulars entered

PARTICULARS ENTERED FINALLY IN ~~REGISTRAR GEN'S~~ PS REGISTER BOOK,

VOL.	FOL.		VOL.	FOL.		VOL.	FOL.	
708	28	P	4811	183	D	1686	181	F
710	157		5221	57		6748	2	
739	224		5939	79	D	6816	119	P
748	91		6431	151	P	7410	92	
3855	82	P	6431	155		7815	106	P

the 9th day of April 1963, at 11 o'clock in forenoon

Registrar General.

PS

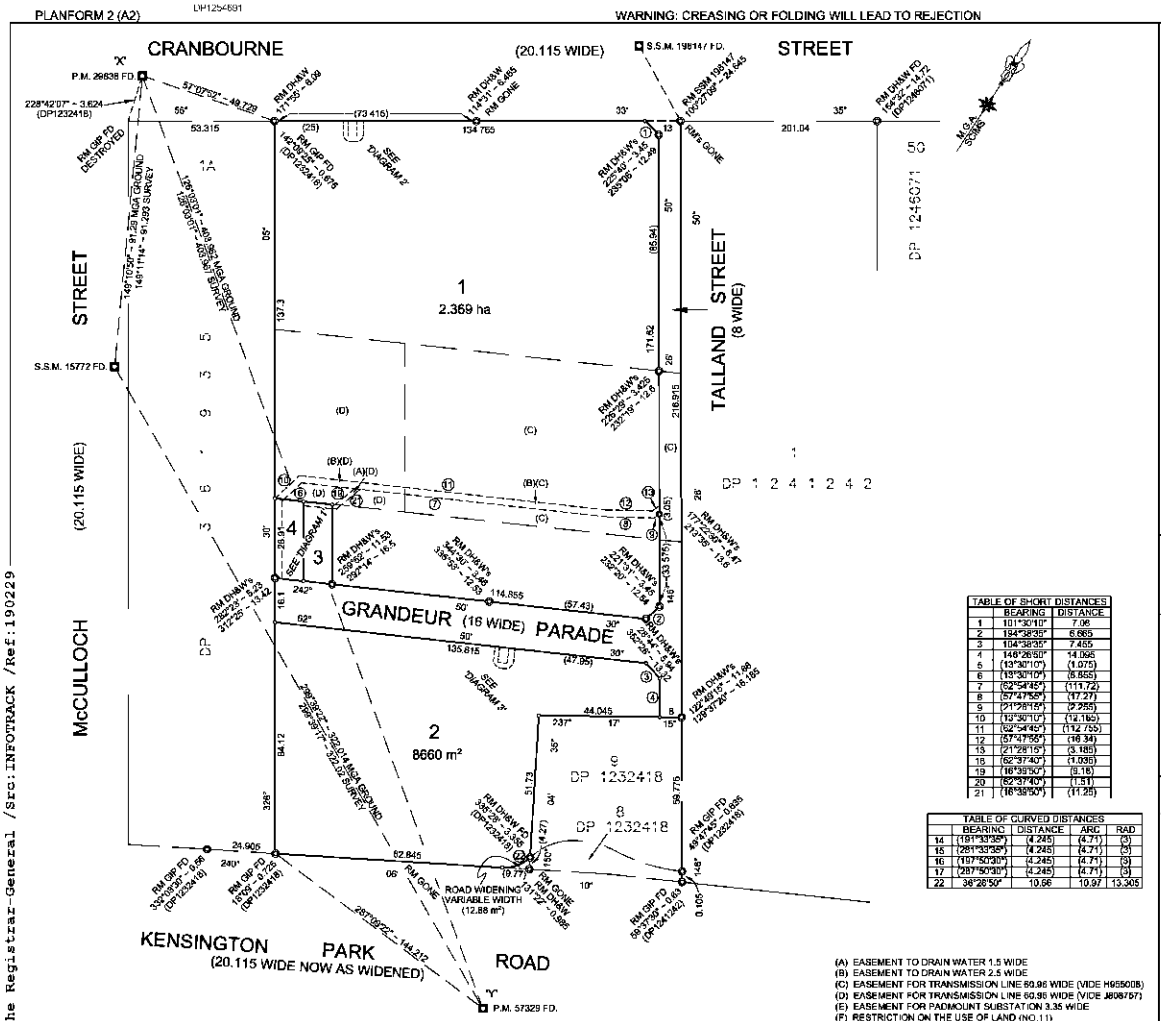
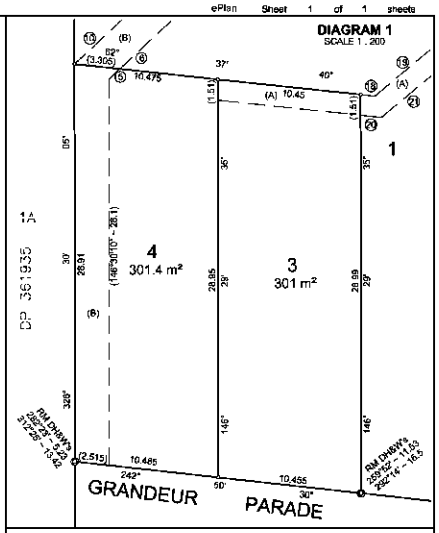
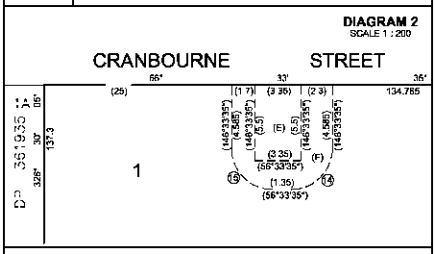


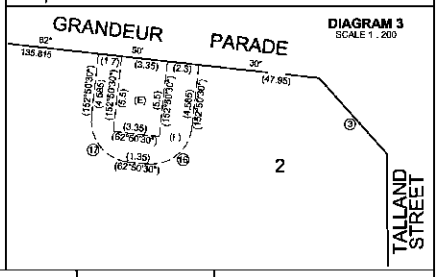
TABLE OF SHORT DISTANCES		
	BEARING	DISTANCE
1	101°30'10"	7.06
2	194°38'35"	6.665
3	104°38'35"	7.455
4	146°26'50"	14.095
5	(101°30'10")	(9.075)
6	(18°30'10")	(6.555)
7	(62°54'45")	(111.72)
8	(57°47'55")	(17.27)
9	(21°28'15")	(2.355)
10	(12°30'10")	(12.160)
11	(62°54'45")	(112.755)
12	(57°47'55")	(16.34)
13	(21°28'15")	(3.185)
15	(62°37'40")	(1.035)
19	(16°39'50")	(9.18)
20	(62°37'40")	(1.51)
21	(16°39'50")	(11.25)

TABLE OF CURVED DISTANCES				
	BEARING	DISTANCE	ARC	RAD
14	(191°33'35")	(4.245)	(4.71)	(3)
15	(281°33'35")	(4.245)	(4.71)	(3)
16	(107°50'30")	(4.245)	(4.71)	(3)
17	(287°50'30")	(4.245)	(4.71)	(3)
22	36°28'50"	10.66	10.97	13.305

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT TO DRAIN WATER 2.5 WIDE
(C) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (VIDE H95508)
(D) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (VIDE J808757)
(E) EASEMENT FOR PADMOUNT SUBSTATION 3.35 WIDE
(F) RESTRICTION ON THE USE OF LAND (NO.11)







SURVEYING AND SPATIAL INFORMATION REGULATION 2017						
MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 29838	303 304.256	6 270 606.291	B	2	FROM SCIMS	SCIMS
PM 57329	303 630.882	6 270 547.546	B	2	FROM SCIMS	SCIMS
SSM 15772	303 351.030	6 270 726.887	B	2	FROM SCIMS	SCIMS
SSM 19814/1	303445.	6 270 918.	U	U	FROM SCIMS	SCIMS
COMBINED SCALE FACTOR : 1.000066			MGA ZONE : 56		MGA DATUM : GDA 94	
M.G.A. CO-ORDINATES WERE ADOPTED FROM S.C.I.M.S ON 6.03.2019						

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP1241241	LGA: BLACKTOWN	REGISTERED	DP1254691
Name: SIMON P. CHENG		Locality : RIVERSTONE	25/08/2020	
Date: 6.03.2019		Reduction Ratio: 1: 1000		
Reference : 37056 / S-A		Lengths are in metres		

Req:R770004 /Doc:DP 1254691 P /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190229

Req:R770004 /Doc:DP 1254691 P /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:2 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190229

ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 25/08/2020

Title System: TORRENS

Office Use Only

DP1254691

PLAN OF SUBDIVISION OF LOT 1 IN DP1241241

L G A: BLACKTOWN

Locality: RIVERSTONE

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, SIMON P. CHENG

of 317 / 5 CELEBRATION DRIVE, BELLA VISTA NSW 2153

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 6.03.2019, or

*(b) The part of the land shown in the plan (*being/*exluding **.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation,or

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: X-Y

Type: *Urban / ~~*Rural~~

The terrain is Level-Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: 6.03.2019

Surveyor Identification No: 806

Surveyor registered under the *Surveying and Spatial Information Act 2002*

* Strike out inappropriate words

** Specify the land actually suveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW / Western Lands Office Approval

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

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I, Judith Portelli

* Authorised Person / ~~*General Manager / *Accredited Certifier~~, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: N/A

Consent Authority: Blacktown City Council

Date of endorsement: 16.03.2020

Subdivision Certificate number: SC-19-00062

File number: DA-16-04804

* Strike through if inapplicable

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

DP 236422	DP 1218224
DP 354435	DP 1232418
DP 361935	DP 1241241
DP 579020	DP 1241242
DP 1176991	DP 1246071
DP 1195494	
DP 1213918	
DP 1215524	

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

IT IS INTENDED TO DEDICATE TALLAND STREET 8 WIDE SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (H955008), GRANDEUR PARADE 16 WIDE, AND THE ROAD WIDENING VARIABLE WIDTH TO THE PUBLIC AS PUBLIC ROAD.

Surveyor's Reference: 37056 / S-A

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

Req:R770004 /Doc:DP 1254691 P /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:3 of 4
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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 25/08/2020

Office Use Only

DP1254691

PLAN OF SUBDIVISION OF LOT 1 IN DP1241241

Subdivision Certificate number: SC-19-00062

Date of Endorsement: 16:03:2020

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

LOT	Street number	Street name	Street type	Locality
1	N / A	CRANBOURNE	STREET	RIVERSTONE
2	N / A	GRANDEUR	PARADE	RIVERSTONE
3	N / A	GRANDEUR	PARADE	RIVERSTONE
4	N / A	GRANDEUR	PARADE	RIVERSTONE

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED TO CREATE :

(1) - RESTRICTION ON THE USE OF LAND
(2) - RESTRICTION ON THE USE OF LAND
(3) - POSITIVE COVENANT
(4) - RESTRICTION ON THE USE OF LAND
(5) - POSITIVE COVENANT
(6) - EASEMENT TO DRAIN WATER 1.5 WIDE (A)
(7) - EASEMENT TO DRAIN WATER 2.5 WIDE (B)
(8) - RESTRICTION ON THE USE OF LAND
(9) - RESTRICTION ON THE USE OF LAND
(10) - EASEMENT FOR PADMOUNT SUBSTATION 3.35 WIDE (E)
(11) - RESTRICTION ON THE USE OF LAND (F)

UPG 32 Pty Ltd
(ACN: 610 452 296)

Sole Director / Secretary

Secretary

BHARAT BHUSHAN
Name of Director / Sole Secretary

Name Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37056 / S-A

Req:R770004 /Doc:DP 1254691 P /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190229

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 25/08/2020

Office Use Only

DP1254691

PLAN OF SUBDIVISION OF LOT 1 IN DP1241241

Subdivision Certificate number: SC-19-00062

Date of Endorsement: 16.03.2020

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statement 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.

ALCEON FINANCE PTY LTD
(ACN 159 670 158)

Melanie Hedges
SECRETARY

Trevor Loewensohn
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 37056 / S-A

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:1 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

Full Name and Address of the owner of the Land:

UPG 32 Pty Ltd of
133-137 Kensington Park Road
SCHOFIELDS NSW 2762

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the use of land	1,2,3,4	Blacktown City Council
2	Restriction on the use of land	1	Blacktown City Council
3	Positive Covenant	1	Blacktown City Council
4	Restriction on the use of land	1	Blacktown City Council
5	Positive Covenant	1	Blacktown City Council
6	Easement to Drain Water 1.5 wide (A)	1 3	3 & 4 4
7	Easement to Drain Water 2.5 wide (B)	1 4	Blacktown City Council 3 & 4 Blacktown City Council
8	Restriction on the use of land	1,2,3,4	Blacktown City Council
9	Restriction on the use of land	1,2,3,4	Blacktown City Council
10	Easement for Padmount Substation 3.35 wide (E)	1 & 2	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
11	Restriction on the Use of Land (F)	Part 1 Part 2	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:2 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART 2

1. Terms of restriction on the use of land numbered 1 in the plan:

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions .

2. Terms of restriction on the use of land numbered 2 in the plan

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

a) Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.

b) Make or permit or suffer the making of any alterations or additions to the system.

c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

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

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:3 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART 2 (CONT)

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.14783 on 10/04/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No.CC-18-00513.

3. Terms of positive covenant numbered 3 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:

   a) Keep the system clean and free from silt, rubbish and debris

   b) Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Detention Maintenance Schedule" as prepared by Orion Consulting Engineers on 17/05/2019 a copy of which is held on Council File No. DA-16-04804. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

   c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:4 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART 2 (CONT)

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

   a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(d) above.

   b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

      i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

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

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:5 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART2 (CONT)

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.14783 on 10/04/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. CC-18-00513.

4. Terms of restriction on the use of land numbered 4 in the plan

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

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

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

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

Req:R770005 /Doc:DP 1254691 B /Rev:26-Aug-2020 /NSW LRS /Pgs:ALL /Prt:08-Oct-2020 15:19 /Seq:6 of 14
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART 2 (CONT)

For the purpose of this restriction "the device" means the stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.14783 on 10/04/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. CC-18-00513.

5. Terms of positive covenant numbered 5 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:

   (a) Keep the device clean and free from silt, rubbish and debris.

   (b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by Orion Consulting Engineers on 17/05/2019 a copy of which is held on Council File No. DA-16-04804. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

   (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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.

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

PART2 (CONT)

(d) Notify Council after each programmed maintenance inspection. Provide to the Prescribed Authority each year on or before 1 September an Annual Maintenance Report ("Report") outlining all maintenance undertaken on the Device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material removed was disposed of in an approved manner.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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PART 2 (CONT)

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

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

For the purposes of this covenant "the device" means stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No.14783 on 10/04/2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File No. CC-18-00513.

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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PART 2 (CONT)

6. Terms of restriction on the use of land numbered 8 in the plan:

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the following salinity recommendations from the report prepared by Geotesta Pty Ltd Report No.NE428 dated 5th February 2019.

7. Terms of restriction on the use of land numbered 9 in the plan:

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

Name of Authority having the power to release, vary or modify the Easement to Drain Water sixthly and seventhly referred to, the Restrictions firstly, secondly, fourthly, eighthly and ninthly referred to and the Positive Covenants thirdly and fifthly referred to is: **Blacktown City Council.**

8. Terms of easement for padmount substation (E) 3.35 wide numbered 10 in the plan:

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release vary or modify the easement for padmount substation tenthly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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PART 2 (CONT)

9. Terms of restriction on the use of land (F) numbered 11 in the plan:

1.0 Definitions:

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

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

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

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

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

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

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

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

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

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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PART 2 (CONT)

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

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

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.

Name of Authority having the power to release vary or modify the restriction eleventhly referred to is: **Epsilon Distribution Ministerial Holding Corporation**

Approved by

Judith Portelli.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

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Plan:

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EXECUTED by
UPG 32 Pty Ltd
(ACN: 610 452 296)
in accordance with Section 127 of the Corporations Act 2001

..... Sole Director / Secretary

BHARAT BHUSHAN
Name of Sole Director / Secretary

..... Secretary

..... Name of Secretary

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

..... Authorised Person

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(Sheet 13 of 14 sheets)

Plan:

DP1254691

of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No.
of

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

Signature of Witness

Name of Witness
GEOFFREY RIETHMULLER

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive
Huntingwood 2148

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 Attorney

Name and position of Attorney
~~Helen Smith~~ Simon Lawton
~~Manager Property & Fleet~~ Strategic property manager

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30586 412 717

Power of attorney: Book 4754
No 482

EE Reference: URS 21015

Date: 30/5/2019

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

Authorised Person

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Plan:

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of Subdivision of Lot 1 in DP1241241 covered by Subdivision Certificate No. SC-19-00062 of 16·03·2020

ALCEON FINANCE PTY LTD
(ACN 159 670 158)

Melanie Hedges
SECRETARY

Trevor Loewensohn
DIRECTOR

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

.....
Signature of delegate

Judith Portelli.....
Name of delegate

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

.....
Signature:

Kristy-lee Bulloch
Name:

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

Approved by

Judith Portelli.....
Name of delegate
on behalf of
Blacktown City Council

.....
Authorised Person

REGISTERED 25/08/2020

Terry West Building Approvals & Consultants Pty Ltd

A.C.N. 084953186

48 / 9 Hoyle Avenue, Castle Hill 2154
P.O. Box 255, Winston Hills 2153
Website - www.twba.com.au

Phone - 9659 0593
Fax - 9659 0585
Email - info@twba.com.au

A.B.N. 36084953186

FINAL OCCUPATION CERTIFICATE

No. 366 / 2020

Environmental Planning and Assessment Act 1979

Sections 109C (1) (c) and 109 (H)

TO:

Universal Property Group Pty Ltd
137 Gilba Road,
Girraween 2145

COPY TO:

The General Manager
Blacktown City Council
P.O. Box 63,
Blacktown 2148

Being the applicant in respect of the development of the land described as follows:

Subject Premises: Lot 1, D.P. 1254691, No. 84 Cranbourne Street, Riverstone

Development Details: Erection of Fifty Four (54) Dwellings with associated Garages

Development Consent No.: DA-16-03345 &
Section 4.55 Modification No. 20-00078

Date: 17th August 2018 &
Section 4.55 Modification Date 4th June 2020

Construction Certificate No.: T.W.B.A./ C.C No. 51 / 2018 &
Modified C.C. No. 51A / 2018

Date: 2nd September 2019 &
Modified C.C. Date 30th June 2020

B.C.A Classification: Dwellings – Class 1a
Garages – Class 10a

CERTIFICATION

- T.W.B.A. has been appointed under Section 109E of the Act.
- A current development consent is in force for the building.
- A current construction certificate has been issued with a respect to the plans and specifications for the building work that has been carried out.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Yours sincerely,

Timothy West
Terry West Building Approvals & Consultants Pty Ltd
Accreditation Number BPB0784
27th November 2020