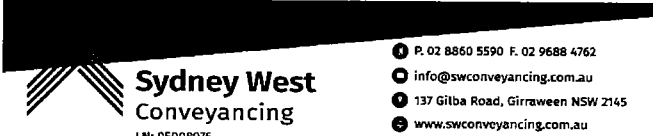


# Contract for the sale and purchase of land 2019 edition

| TERM               | MEANING OF TERM  | NSW DAN:   |
|--------------------|--|--|
| vendor's agent     |  |  |
| co-agent           |  |  |
| vendor             | <b>UPG 18 Pty Ltd ACN 605 447 096</b><br><b>137 Gilba Road, Girraween, NSW 2145</b>  |  |
| vendor's solicitor |  <p><b>Sydney West Conveyancing</b><br/>LN: 05008976</p> <p>P. 02 8860 5590 F. 02 9688 4762<br/>             info@swconveyancing.com.au<br/>             137 Gilba Road, Girraween NSW 2145<br/>             www.swconveyancing.com.au</p> | <b>Phone: (02) 8860 5590</b><br><b>Fax: 02 9688 4762</b><br><b>Ref: JA</b><br><b>E: judy@swconveyancing.com.au</b> |

date for completion **See additional condition 34.1** (clause 15)  
 land (address, plan details and title reference) **Lot ,490 Quakers Hill Parkway, Quakers Hill, New South Wales 2763**  
**Unregistered Plan: Lot in an unregistered strata plan of subdivision of proposed Lot 1 which is part of a subdivision of Lot 160 in DP829032, Lot 163 in DP829032, Lot 164 in DP829032 and Lot 166 in DP829032**  
**Part Folio Identifiers 160/829032, 163/829032, 164/829032 and 166/829032**

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:  
 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  blinds  dishwasher  light fittings  stove  
 built-in wardrobes  fixed floor coverings  range hood  pool equipment  
 clothes line  insect screens  solar panels  TV antenna  
 curtains  other: See Schedule of Finishes

exclusions

purchaser

purchaser's solicitor

price \$  
 deposit \$ (10% of the price, unless otherwise stated)  
 balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

See Execution Page attached hereto

vendor

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

witness

See Execution Page attached hereto

purchaser  JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

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

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

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

|                              |   |
|------------------------------|---|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;   |
| <i>bank</i>                  | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>          | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;  |
| <i>depositholder</i>         | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>document of title</i>     | document relevant to the title or the passing of title;   |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>      | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;  |
| <i>GST Act</i>               | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>              | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>         | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>            | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>normally</i>              | subject to any other provision of this contract;  |
| <i>party</i>                 | each of the vendor and the purchaser;   |
| <i>property</i>              | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>    | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>requisition</i>           | an objection, question or requisition (but the term does not include a claim);  |
| <i>rescind</i>               | rescind this contract from the beginning;   |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;  |
| <i>settlement cheque</i>     | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;   |
| <i>TA Act</i>                | Taxation Administration Act 1953;   |
| <i>terminate</i>             | terminate this contract for breach;   |
| <i>variation</i>             | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;   |
| <i>within</i>                | in relation to a period, at any time before or during the period; and   |
| <i>work order</i>            | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

## 2 Deposit and other payments before completion

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

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

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

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

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.



**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

- 13.8.1 this sale is not a taxable supply in full; or  
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and  
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;  
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;  
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and  
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within 7 days* after either *party* *serves* notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

|                                 |   |
|---------------------------------|---|
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

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

## Disclosure Statement – Off the Plan Contracts

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

|                 |  |
|-----------------|--|
| <b>VENDOR</b>   | UPG 18 Pty Ltd                         |
| <b>PROPERTY</b> | 490 Quakers Hill Parkway, Quakers Hill |

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

| DETAILS   |   |  |  |                     |                         |
|---|---|--|--|---------------------|-------------------------|
| Completion  | Additional condition 34.1   | Refer to clause(s):  | Additional condition 34.1  |                     |                         |
| Is there a sunset date?   | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Can this date be extended?                                 | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes  | Refer to clause(s): | Additional condition 46 |
| Does the purchaser pay anything more if they do not complete on time?   | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details, including relevant clause(s) of contract: | Interest for late completion, additional condition 35.2  |                     |                         |
| Has development approval been obtained?   | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Development Approval No:                                   | MOD-19-00459 to JRPP-14-02630  |                     |                         |
| Has a principal certifying authority been appointed?  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details:   | Terry West Building Approval & Consultants Pty Ltd - Accreditation No. BPB0784   |                     |                         |
| Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details, including relevant clause(s) of contract: | If vendor is unable to obtain development consent in sufficient time to be able to perform its obligations. See additional condition 44.7. |                     |                         |

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

## AMENDMENTS TO PRINTED FORM OF CONTRACT FOR THE SALE AND PURCHASE OF LAND AND ADDITIONAL CONDITIONS

### *Amendments to Terms*

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33. This contract shall be amended by
- 33.1 deleting
- (i) clauses: 5.2.3, 13.10, 14.3, 16.8, 23.9.2, 23.9.3, 23.17, 28 and 29; and
  - (ii) the words "plus another 20% of that fee" from clause 16.5,
- 33.2 inserting the words "state of repair or absence" before the words "of any fence" in clause 10.1.1;
- 33.3 substituting:
- (i) "0.1%" in place of "5%" in clause 7.1.1; and in place of "10%" in clause 7.2.1;
  - (ii) "7 days" in place of "14 days" in clauses 4.1, 7.1.3 and 8.3 and in place of "21 days" in clause 5.2.2;
  - (iii) the word "substance" with the word "existence" in clauses 10.1.9 and 10.1.8;
  - (iii) "3 days" in place of "7 days" in clauses 23.13 and 23.14.
- 33.4 replacing clause 16.6 with "If the Vendor serves a land tax certificate showing a charge on the Property, then the Purchaser agrees to accept at completion an undertaking from the Vendor to pay any assessment within the time limited by such assessment or payment arrangement. The Vendor agrees that the amount of \$1,500.00 is to be held trust by the Vendor's Conveyancer until such time as the assessment has been paid".
- 33.5 inserting the words "or the date the cooling off period ends, whichever is the later" after the words "within 7 days of the effective date" in clause 30.5.
- 33.6 inserting the words "unless the nominated place is within the city of Sydney" at the end of clause 16.12.
- 33.7 deleting clause 14.4 and replacing it with:-
- "14.4 The Vendor can require a land tax adjustment for the year current at the adjustment date only if:-
- 14.4.1 the contract indicates that a land tax adjustment is required;
  - 14.4.2 the Vendor or a predecessor in title has paid or is liable to pay land tax for that year.
- 33.8 Inserting the words the words "or the Date for Completion" after the word "completion" in the definition of adjustment date in clause 1

### *Definitions*

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34.1 In this contract these terms (in any form) have the following meanings:

**"Attached Requisitions"** means the form of strata title requisitions annexed hereto;

**"Authority"** or "Authorities" includes any government, semi or local government, statutory or other authority or body;

**"Building"** means Strata Title townhouses and duplexes to be constructed on the Parcel.

**"By-Laws"** means the by-laws to be created upon registration of the Strata Plan a draft of which is annexed hereto;

**"Certificate of Occupation"** means the Certificate required under 6.9 of the Environmental Planning and Assessment Act in a form that complies with Schedule 2 of the Conveyancing (Sale of Land) Regulation 2003 as amended;

**"Clause"** means a numbered term or condition of this Contract including its special conditions

**"Completion Notice"** means the notice served by the Vendor on the Purchaser advising that the Strata Plan has been registered by the Registrar General;

**"Conditions Precedent"** means the conditions referred to in clause 46 below;

**"Council"** means Blacktown City Council;

**"Covenant"** includes covenants, restrictions, by-laws, easements, licences, sub-licenses, leases, sub leases, rights and privileges;

**"Date for Completion"** means the later of:

- (a) 28 days from the date of this contract; or
- (b) 21 days after the date upon which the Vendor serves the Completion Notice; or
- (c) 14 days after the date upon which the Vendor serves the Certificate of Occupation.

**"Default Rate"** means 10% per annum

**"Depositholder"** means the vendor's conveyancer

**"Development Consent"** means any development consent and/or building permit issued by the Council pursuant to an application to construct the Building, so as to permit the Development Works to be carried out together with such further or other permits and approvals required to carry out the Development Works and any amendments, variations or Court orders relating to or evidencing such consents, permits and approvals and the conditions thereof;

**"Development Works"** means any demolition, site works, construction, landscaping, fit out, installations or ancillary work required to carry out the works contemplated by the Development Consent or required to achieve registration of a Strata Plan in respect of the Parcel;

**"Document"** means any document, plan, instrument, covenant, by-law, strata management statement, development contract or other annexure attached to or contemplated by this Contract

**"Easement"** means any Easement that shall be required to give effect to the Development Consent;

**"Expert"** means a person with qualifications or experience in the relevant area approved by Fair Trading and nominated by the Vendor;

**"Freehold Act"** means the Strata Schemes Development Act, 2015;

**"GST"** means any tax, levy, charge or other impost imposed pursuant to the A New Tax System (Goods and Services) Act 1999 or any other Act of Parliament or Regulation of the Commonwealth of Australia which the Vendor is obliged to pay in respect of the sale or supply of the subject matter of this contract;

**"GST Act"** means the A New Tax System (Goods and Services) Act 1999;

**"Home Building Act Warranty"** means the warranty by the Vendor referred to in clause 43.7 herein;

**"HBCF Certificate"** means the certificate of insurance required under the Home Building Compensation Fund evidencing a contract of insurance which complies with Section 96 of the Home Building Act 1989 and Home Building Amendment Act 2014;

**"Land"** means Lots 160, 163 164 166 in DP829032 a copy of the Deposited Plan for the Land is annexed hereto;

**"Lot"** means a lot in the Strata Plan;

**"Major Defect"** means a physical fault or defect in the Property, which because of its nature, requires urgent attention or makes the Property uninhabitable.

**"Minor Amendment"** or if more than one, "Minor Amendments" means:

- (a) a redefinition of the boundaries of the Parcel or any part of it;
- (b) a minor road realignment or dedication on or adjoining the Land or the Parcel;
- (c) the creation, surrender or removal of covenants, leases, easements or dedications relating to the provision of drainage, detention, electricity substations or any other services or for any other purpose on the Parcel, the common property or any Lot;
- (d) a variation of the proposed boundaries between Lots and common property other than those which touch and affect the Property;
- (e) an increase or reduction in the number of lots or the number of visitor carspaces in the Strata Plan;
- (f) an alteration of the lot numbers in the Strata Plan;
- (g) any variation of the final position of any Lot (other than the subject Property) or any common property, including the final position of the carparking spaces, from that shown on the draft Strata Plan;
- (h) any variation to the area or dimensions of; a Lot (other than the subject Property), the Parcel or the Common Property from that shown on the draft Strata Plan.
- (i) a grant of exclusive use or occupancy in respect of any part of the common property including any carspaces and, in particular, any visitor carspaces;
- (j) the conversion of an area of exclusive use or occupancy or exclusive use rights on the common property or the Parcel to form a part of the title to a Lot or vice versa;
- (k) the incorporation of a separately identified Utility Lot and in particular a carspace, into the title to a Lot or excising a Utility Lot from the title of any Lot to create one or more separately titled Utility Lots;
- (l) the creation or removal of any rights of footway or access to or from an adjoining property;
- (m) a change in the postal address of the Property from that on the cover page of this contract
- (n) an alteration to any finish specified or item to be installed in the Property or on the common property of the Strata Plan, provided the alteration is to a finish or item of a similar quality to that specified in the Schedule of Finishes; and
- (o) an alteration to the location of the common property or any facilities within the Strata Plan
- (p) the creation of a sub strata plan, a variation to the strata plan that permits the registration of lots within the strata plan in stages
- (q) a Minor Variation to:
  - (i) the area or dimensions of the Property;

- (ii) unit entitlement of the Property;
- (iii) the position of the Property (including a Utility Lot); or
- (iv) the floorplan of the Property.

**"Minor Variation"** means:

- (a) in relation to the area or dimensions of the Property;
  - (i) a reduction of less than 5% of the area or dimensions of the Property (that is excluding balconies, Utility Lots, carspaces and courtyards from the calculation)
  - (ii) an increase in the area or dimensions of the Property or any part of it
  - (iii) a reduction of the area or dimensions of any non habitable area of the Property
- (b) in relation to the unit entitlement of the Property,
  - (i) an increase of less than 15% in the proportion that the unit entitlement of the Property bears to the total unit entitlement (if a unit entitlement is specified), or
  - (ii) a decrease in the unit entitlement of the Property; or
- (c) in relation to the position of the Property, a change in the floorplan or
- (d) in any other case a change which does not substantially diminish the enjoyment or use of the Property by the Purchaser.

**"Owners Corporation"** means the Owners Corporation for the Strata Scheme created on registration of the draft Strata Plan;

**"Normal Expense"** shall be deemed for the purposes of clause 23.5.3 to include any insurance premium landscaping works and landscaping bond paid or caused to be paid by the Vendor on behalf of the Owners Corporation or any other cost of complying with the obligations of an original proprietor of the Strata Scheme whether before or after the establishment of the scheme.

**"Parcel"** means the land comprising the lots and common property which is the subject of the Strata Plan;

**"Property"** means the strata lot which is the subject of this contract and which is particularised in the Terms on the cover page of this contract;

**"Rates and Taxes Assumptions"** means \$500.00 per quarter for Water rates, \$1,850.00 per annum for Council rates and \$1500.00 per annum for Land Tax;

**"Received"**, for the purposes of clause 20.6.5 only, means:

when a facsimile transmission has been completed unless:

- (a) the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been received and accordingly not served; or
- (b) the time of dispatch is later than 5:00pm on a business day in the place that the document has been sent, in which case it is taken to have been served at 9:00am on the next business day at that place.

**"Registration Date"** means 31 December 2022;

**"Schedule of Finishes"** means the schedule of fixtures and finishes a copy of which is annexed hereto;

**"Strata Plan"** means the Vendor's proposed strata plan of subdivision of the Land a draft of which is annexed hereto (if any);

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490 Quakers Hill Parkway, Quakers Hill (Lot 1) - Strata Title





**"Strata Development Act"** means the Strata Schemes Development Act 2015;

**"Strata Management Act"** means the Strata Schemes Management Act 2015;

**"Strata Schemes Legislation"** means the Strata Management Act and the Strata Development Act;

**"TA Act"** means Taxation Administration Act, 1953;

**"Utility Lot"** means all or one or more of the lots in the plan designed to be used primarily for the parking of motor vehicles or storage (if available) and not for human occupation as a residence, office, shop or the like;

**"Vendor Disclosure"** means:

- (a) all the information appearing in the copy documents attached to this contract even if the contract does not specifically refer to it;
- (b) the Owners Corporation or the Vendor may create enter into or dedicate the matters referred to in the minor Amendments;
- (c) the position of the sewer or connection to the sewer on the Land or the Parcel may not be the same as that identified on any sewerage service diagram attached;
- (d) the Vendor may (but is not obliged to) create by-laws to permit the installation and operation of conduit or vents and/or the placing of any air conditioning plant or machinery on or through the Common Property;
- (e) the Vendor may (but is not obliged) to have the Owners Corporation enter into an agreement with a building manager.
- (f) the Vendor may (but is not obliged) sell, divide (including strata subdivision) and/or grant exclusive use over storage areas indicated as such on the strata plan.
- (g) the Vendor may (but is but obliged to) procure that the Owners Corporation enter into an undertaking or guarantee in favour of the Council to ensure the planting and maintenance of the landscaping throughout the Parcel ("the Landscape Undertaking"). This may involve the owners corporation substituting its guarantee and procuring a bank guarantee in favour of Council;
- (h) the Property may be subject to an easement for an electricity substation, padmount or an electrical cable

### ***Interpretation and general matters***

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34.2 In this contract:

34.2.1 Headings are for ease of reference only and do not affect the interpretation of this contract.

34.2.2 If there is any inconsistency between these Additional Conditions and the printed conditions or any annexure to this contract these Additional Conditions apply.

34.2.3 Each clause and subclause of this contract is severable and if any clause or subclause is invalid or unenforceable this shall not prejudice or in any way affect the validity or enforceability of any other clause or subclause

34.2.4 A reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;

34.2.5 A reference to any party to this contract includes that party's executors, administrators, substitutes, successors and permitted assigns;

- 34.2.6 Where the Purchaser or guarantor consists of two or more persons, this contract benefits and binds them jointly and severally;
- 34.2.7 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 34.2.8 The words "includes or including" in any form are not to be taken as a limitation.
- 34.2.9 Rights that can apply after completion shall continue to apply after completion
- 34.2.10 The parties acknowledge that they have authorised the firms nominated on the front cover of this contract as their legal representative, on behalf of each of them to:
- (a) make and initial amendments to the terms and conditions of the contract before, at or after the date of this contract; and
  - (b) negotiate and enter into binding variations to the terms and conditions of this contract, by way of exchange of solicitors' letters
- and neither party is required or entitled to make any further enquiry about the nature and accuracy of the other party's representative's instructions or authority.
- 34.2.11 The obligations, warranties, covenants, agreements, guarantees and indemnities contained in or required or contemplated by or in connection with this contract which remain to be performed or are capable of having effect or application (express or implied) after completion shall not merge on completion of this contract.

### ***Late Completion***

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35. It is an essential term of this contract that, if completion does not take place by 3:00pm on the Date for Completion then:
- 35.1. (notices to complete) For the purposes of clause 15, either the Purchaser or the Vendor may, provided that party is not in default, serve upon the other party a notice to complete, making time of the essence of this contract, at any time after 3.00pm on the Date for Completion. The time for completion under that notice shall be at a time, no later than 3.30pm, on a business day being not less than 14 days after service and the party which issues such a notice may unilaterally extend the time for completion, or revoke or withdraw or reissue the notice to complete at any time without affecting any other right that party may have. The Vendor may serve a notice to complete on the Purchaser despite the fact that, at the time such notice is issued or at any time after the notice is issued, there is a charge on the Property for any rate, tax or outgoing or another notice to complete has lapsed;
- The parties acknowledge that a time, no later than 3.30pm, on a business day being not less than 14 days after service of a notice to complete is a reasonable period to allow for completion; and
- 35.2. (interest) If the Purchaser does not complete this contract on the Date for Completion then:
- (i) the Purchaser must pay to the Vendor, in addition to the balance of the purchase price, interest on that balance at the Default Rate calculated from and including the Date for Completion up to and including the date completion actually takes place (the "Interest Payment Period"), provided that the Vendor shall not charge interest for such of those days during the Interest Payment Period where the failure to complete is caused solely by the Vendor;
  - (ii) interest under this clause must be paid on completion and in this respect time is of the essence.

- (iii) the parties agree that interest calculated at the rate referred to in this clause represents a reasonable pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on the Date for Completion;
  - (iv) the right to interest is in addition to any other rights that the Vendor may have;
  - (v) the Vendor is not obliged to complete unless the interest referred to in this clause is paid; and
- 35.3. (obligation to complete) the Vendor is not obliged to complete unless the amounts referred to in this clause are paid.

### ***Death, Liquidation, Etc.***

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36. (corporations) If the Purchaser, being a corporation, resolves to go into liquidation or has a summons for winding up presented or if any liquidator, provisional liquidator, administrator, receiver, or receiver and manager is appointed or if the Purchaser enters into any scheme or makes any assignment for the benefit of creditors, the Purchaser will have failed to comply with an essential provision of this contract; or
37. (natural persons) if a party is an individual and dies or becomes incapable because of unsoundness of mind to manage his or her own affairs then the other party can rescind this contract by giving notice in writing to the individual and the provisions of clause 19 shall apply; or if the Purchaser has a bankruptcy petition presented against him or her or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the Purchaser will have failed to comply with an essential provision of this contract.

### ***Adjustments***

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38. (adjustments) If on the Date for Completion there is no separate assessment for Land Tax, Council Rates or Water Rates (the "Charge"), then notwithstanding any other provision of this contract, the amount of the unassessed Charge and the period of calculation on which settlement adjustments are calculated for that Charge is to be determined on the basis of the Rates and Taxes Assumptions.

All such adjustments are to be made on an 'as paid' basis and no regard shall be had to and no further adjustments will be required for the actual assessment/s that may subsequently be issued for the Property or the Parcel. If adjustment of Land Tax, Council rates and/or water rates is made on the basis set out in this clause, the Vendor must pay any assessments for Council rates or water rates for the then current annual or quarterly periods current at completion.

### ***Purchaser's Promises***

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39. The Purchaser acknowledges and warrants that:
- 39.1. (inspections and inquiries) the Purchaser is purchasing the Property as a result of the Purchaser's own inspection and enquiries and, if the improvements on the Property have been completed, in their present condition and state of repair and subject to all faults and defects both latent and patent;
  - 39.2. (warranties and representations) the Vendor has not nor has anyone on the Vendor's behalf made any warranty or representation in respect of the Property including without limitation; its state of repair, its fitness or suitability for any use, any rights or privileges relating to the Property, any financial return to be derived from the Property, the

- neighbourhood, or any improvements erected or to be erected on the Property that are not specifically referred to in this contract and that this contract represents the entire agreement between the Vendor and the Purchaser;
- 39.3. (consents) the Purchaser has satisfied him, her or itself as to the terms of all building and development consents, if any, relating to the Property and the use to which the Property may be put with or without those consents;
  - 39.4. (disclosures) the Purchaser has reviewed and satisfied him, her or itself as to the matters disclosed by the Vendor in the Vendor Disclosures;
  - 39.5. (brochures and negotiations) the provisions of this contract contain the entire agreement between the parties despite any negotiations or discussions held or documents signed or brochures or forecasts produced and that any measurements or scales which appear in any plan or document annexed to this Contract are approximate and indicative only (other than the area of the Property);
  - 39.6. (real estate agents) the Purchaser has not been introduced to the Vendor or to the Property by any Real Estate Agent other than the Vendor's Agent named on the front page of this contract and the Purchaser indemnifies the Vendor and will continue to indemnify the Vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the Purchaser to the Property) other than the Vendor's Agent;
  - 39.7. (early possession) if the Vendor permits the Purchaser to take possession of the Property prior to completion, and the Purchaser acknowledges that there is no obligation on the Vendor to do so, then the Purchaser has accepted title unconditionally and also has accepted all furnishings and chattels specified in this contract and is not entitled to raise any requisition, objection or claim for compensation in respect of title or furnishings and chattels and the deposit must be released to the Vendor at that time;
  - 39.8. (defect period commences from early possession) if the Purchaser takes possession of the Property in accordance with clause 39.7 the defects warranty period commences on the date of possession or the Date for Completion whichever is the earlier;
  - 39.9. (caveat) the Purchaser or any person associated with the Purchaser must not lodge a caveat and or a Priority Notice on the Property or the Parcel;
  - 39.10. (utility lots) unless specified on the front page of this contract in the description of the Property, no Utility Lot or carspace is included and if a Utility Lot or carspace is identified as being included, the Council may qualify its certificate of approval issued under s63 of the Strata Schemes Development Act, 2015 in respect of the Strata Plan by attaching a condition restricting user of all or one or more of the Utility Lots to use by a proprietor or occupier of a lot, not being one of the Utility Lots, in the Strata Plan; and
  - 39.11. (form of requisitions) the only form of general requisitions on title that the Purchaser shall be entitled to serve on the Vendor pursuant to clause 5 shall be in the form of the Attached Requisitions. Nothing contained in this contract shall prohibit the Purchaser from raising a specific requisition arising out of any of the matters dealt with by any of these special conditions (as opposed to the printed form of conditions), provided it is made in accordance with the terms of clause 5 of this contract;
  - 39.12. (consumer credit) the Purchaser expressly warrants to the Vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable completion of this Contract within the time stipulated and upon terms and conditions set out herein or does not require finance to complete this Contract;

The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into future contractual obligations on or after the date of this Contract in reliance upon this warranty; and

The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the provisions of the Consumer Credit (NSW) Act;

- 39.13. (Home Building Act Disclosure) if no HBCF Certificate is annexed to this Contract, then the Vendor has disclosed to the Purchaser that in certain circumstances (for example where the Vendor or its Builder undertakes residential building work to a value that exceeds the threshold specified in the Home Building Regulations):
- (i) the Home Building Act requires the Vendor to insure any residential building work
  - (ii) the Vendor is exempt under Clause 61 of the Home Building Regulation 2004 from attaching a HBCF Certificate;
  - (iii) the Vendor is required to provide a HBCF Certificate in respect of any building work to the Purchaser within 14 days after the contract of insurance in respect of that work is made.

Notwithstanding anything to the contrary in this Contract, this clause and clause 41.2 do not apply and the Vendor is not obliged to comply with the Home Building Act Warranty if:

- (i) between the date of this Contract and the Date for Completion there is a new law, the effect of which is that the HBCF Certificate for the Property or the Building is no longer required; or
  - (ii) is such insurance is not required under the Home Building Act or for any other reason;
- 39.14. (not erect signs) the Purchaser must not and the Purchaser must procure that its transferees and assigns must not, erect sales signs on the Building or the Parcel whilst the Vendor owns a lot within the Parcel;
- 39.15 (access to the building site) the Purchaser is not entitled to access the building site during construction and prior to the completion of this contract unless they are accompanied by a representative of the Vendor;
- 39.16 (re-sale prior to completion) during the currency of this Contract, the Purchaser is not entitled to advertise the Property for re-sale unless it is with the real estate agents currently engaged by the Vendor to market properties located in the Building;
- 39.17 (boundary fencing) the Purchaser is not entitled to require the Vendor to contribute to fencing work;
- 39.17 (land fill) the existence and classification of any land fill forming part of the land, if applicable; and
- 39.18 (foreign takeovers and acquisitions) prior to entering into this Contract the Purchaser has obtained all relevant approvals, licences and consents that may be required by any law or under any policy for the acquisition of the property including, where required, approval from the Foreign Investment Review Board or otherwise under the Foreign Takeovers and Acquisitions Act 1975 (Cth) and the Purchaser will produce evidence of any approval, licence or consent to the Vendor on request by the Vendor.

## ***Rights to Object***

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40. The Purchaser may not make any objection, requisition or claim for compensation or delay or attempt to delay completion of this contract or rescind or terminate or attempt to rescind or terminate by reason of:
- 40.1. (attachments) any matter disclosed or referred to in these special conditions, the Vendor Disclosures or any Document attached to or contemplated by this contract;
  - 40.2. (acknowledgments and Vendor's rights) any matter acknowledged or disclosed in this contract or any right granted to the Vendor in this contract;
  - 40.3. (services) the position or proposed position and location of any drainage pipe or watercourse or any services to the Property the Land or the Parcel including sewer, gas, electricity, water and telephone as they may affect or pass through the Property or lack thereof or that the sewer as described in the Sewerage Diagram annexed hereto may not represent the position of the sewer on completion;
  - 40.4. (caveat) any caveat on title created by the Purchaser or any person associated with them or claiming through them; and
  - 40.5. (certificate of title) any easements, rights of way, reservations and conditions noted on the attached copy of the Folio Identifier for the Land or the Property (or the common property if any) or any easement, restrictions as to user, covenants and other encumbrances, if any, to be created under this contract.
  - 40.6. (facilities) the type of common facilities, the quality of finish, their location and availability, if any.
  - 40.7. (remove charges etc.) any charge on the Property for any rate, tax or outgoing or any mortgage or caveat until completion of this contract.
  - 40.8. (minor faults) any defects or faults which relate to normal wear and tear and minor shrinkage or settlement cracks and may not delay completion for any defect or fault identified prior to completion, except in the case of a Major Defect,
  - 40.9. (Minor Amendments) a Minor Amendment.
  - 40.10. (Encroachments and Compliance) any encroachment by or upon the Property or the Parcel or any non compliance with the Local Government Act or the Environmental Planning and Assessment Act by improvements on or the use of the Property or the Parcel, subject only to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation;
  - 40.11. (land fill) the existence and classification of any land fill forming part of the land, if applicable;
  - 40.12. (floorplan) any difference between the property as shown in the Floorplan/s (if any) and the property as actually constructed or proposed to be constructed (including a difference in the layout of the interior of the lot) unless the difference detrimentally affects the property to an extent that is substantial; and
  - 40.13. (Land Tax Certificate) a land tax certificate showing a charge on the Property. Notwithstanding any other provision in this Contract, the Purchaser agrees to accept at completion an undertaking from the Vendor to pay any assessment within the time limited by such assessment or payment arrangement. The Vendor agrees that the amount of \$1,500.00 is to be held trust by the Vendor's Conveyancer until such time as the assessment has been paid.

41. Unless a right of rescission is specifically granted elsewhere, the Purchaser may only rescind this contract, and take no other action or make no other requisition or claim, if:

41.1. there exists at the date that the Strata Plan is registered:

- (i) (reduction in dimensions) a reduction to the area of the Property from that shown on the Strata Plan (other than a Minor Variation or a reduction in the dimensions of a courtyard or other outdoor area) and that variation has a significantly detrimental effect on the Property and/or the common property;
- (ii) (alterations or creation of covenant and or easements) an covenant and or easement (which is not otherwise in existence, proposed or disclosed in, or at the date of, this contract) and that easement has a significantly detrimental effect on the Property and/or the Purchaser's enjoyment or use of the common property; or
- (iii) (alterations or creation of by laws) any alteration to the By Laws or any further by laws which substantially and detrimentally affects the Property;
- (iv) (alterations to development contract) any alteration to the Strata Development Contract which is not required by any Authority and such alteration substantially detrimentally affects the Purchaser's use, enjoyment and value of the Property;
- (v) (alterations to Floorplan/s) any alteration to the Floorplan/s which substantially and detrimentally affects the Property;

41.2 the Vendor (or any assignee) is required under the Home Building Act to supply a HBCF Certificate and fails to comply with the provisions of the Home Building Act Warranty.

42. Any right of rescission conferred by this contract, including clause 41 above:

42.1. can only be exercised in accordance with clause 42.2. Prior to serving a notice of rescission, the Purchaser must first serve written notice of its intention to rescind (the "Notice of Intention to Rescind") on the Vendor which notice can only be served within seven (7) days of:

- (i) the Vendor giving the Purchaser notice of registration of the Strata Plan; and
- (ii) the Vendor giving the Purchaser a copy of the relevant Document or the relevant instrument creating the further or amended Document or By-law; or
- (iii) where it relates to a breach of the Home Building Act Warranty, the date that the Purchaser becomes aware of the Vendor's failure to comply with the Home Building Act Warranty;

whichever occurs first ("the Notice Date"). This time is essential and the right to issue a Notice of Intention to Rescind lapses if it is not served before the Notice Date.

The Notice of Intention to Rescind must specify the circumstances giving rise to the alleged right to rescind and specify a reasonable time for the Vendor to remedy or rectify the circumstances (if a remedy or rectification is possible), prior to issuing a notice of rescission. Where the circumstances giving rise to a right of rescission are not capable of being remedied, a "reasonable time" must not be less than 5 business days and in any other case, the Purchaser must allow the Vendor a reasonable time (but not less than 30 days) for the Vendor to remedy or rectify, having regard to the nature of the circumstances, before issuing a notice of rescission

42.2. the notice of rescission may, despite printed clause 19.1.1, only be exercised by the Purchaser, if the Purchaser has served a Notice of Intention to Rescind strictly in accordance with clause 42.1. The Purchaser's right to issue a notice of rescission

commences upon the expiration of the reasonable time in the Notice of Intention to Rescind and lapses on the date which is seven (7) days from the expiration of the reasonable time. This time is essential.

- 42.3 the Purchaser agrees that the right of rescission referred to in Clause 42.1(iii), is lost as soon as the HBFC Certificate is served.
- 42.4 is subject to the dispute resolution procedures contained in clause 45, if the Vendor disputes the Purchaser's right of rescission.

### ***Vendor's Promises***

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- 43. The Vendor warrants that it:
  - 43.1. (sole agency) has not signed any sole agency agreement in respect of the Property with any Real Estate Agent other than the Vendor's Agent (if any) as named in this contract.
  - 43.2. (complete works) will subject to any other provision of this contract;
    - (i) (works) procure and cause the Development Works to be carried out in a proper and workmanlike manner as expeditiously as possible and generally in accordance with the Development Consent. A Council or an accredited certifier's certification of the Strata Plan will be conclusive evidence that the Vendor has complied with its obligations under this clause; and
    - (ii) (finishes) cause the items specified in the Schedule of Finishes to be finished and installed in the Property and in the Common Property in a proper and workmanlike manner and substantially in accordance with the Schedule of Finishes
  - 43.3. (register plan) will use its reasonable endeavours to register the Strata Plan before the Registration Date;
  - 43.4. (strata insurances) must, subject to clause 23 and upon registration of the Strata Plan cause the Owners Corporation to effect all insurances required to be effected by the Strata Schemes Management Act 2015 ("the Act") and otherwise comply with the obligations of an original proprietor under the Act;
  - 43.5. (defects warranty) will rectify and make good any faults or defects which may appear in the Property due to faulty materials or workmanship within 3 months of the Date for Completion provided that the Purchaser serves notice of such faults or defects on the Vendor prior to the expiration of 3 months after completion or the date of early possession whichever first occurs, and in this regard time is of the essence. This clause does not apply to nor include normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks. Except in the case where delay is likely to cause further damage to the Property or to persons lawfully using it, the Vendor shall not be obliged to effect any repairs pursuant to this clause until a reasonable time after the expiry of the 3 month period after completion or the date of early possession, whichever is the earlier. The Purchaser shall not be entitled to delay completion on account of any defect of fault other than a Major Defect;
  - 43.6. (manufacturer's warranties) will provide to the Purchaser any manufacturer's warranties in respect of any fixtures, fittings or plant installed on the Property as are reasonably obtainable by the Vendor. Where they are not personal, the Vendor is taken to have assigned them to the Purchaser by virtue of completion of this Contract;



- 43.7 (Home Building Act warranty) will if required under the Home Building Act, provide to the Purchaser a HBCF Certificate within 14 days after the contract of insurance is entered into in respect of residential building work included in the Developments Works, if no HBCF Certificate is annexed to this Contract.

### ***Vendor's Rights***

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44. The Vendor may, subject to clause 42, in its absolute discretion:
- 44.1. (easements) create easements, Covenants, restrictions as to user, grant rights or privileges (by way of s88B instrument or otherwise), dedicate land or leases (not being leases over all or part of the Property) on the Land, lot/s, Parcel or the common property shown on the Strata Plan;
  - 44.2. (by laws) create upon registration of the Strata Plan, the By Laws and/or make alterations to the By Laws or create further by laws in addition to or in replacement of those By laws, which the Vendor considers necessary or desirable including exclusive use By laws;
  - 44.3. (selling and leasing) conduct selling and leasing activities on the Parcel;
  - 44.4. (signs) place and maintain on the Parcel (but not the Property) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities;
  - 44.5. (strata plan & minor amendments) register the Strata Plan in stages, alter the Strata Plan and make Minor Amendments and register any documents or plans necessary to do so;
  - 44.6. (strata manager) on the registration of the Strata Plan or of any stages strata development, procure the appointment of a licensed strata managing agent for the strata scheme.
  - 44.7. (right to rescind) rescind this contract if it forms the view, in its absolute discretion, that it will be unable to obtain the Development Consent in sufficient time to be able to perform in accordance with the Conditions Precedent or that the conditions of the Development Consent are not acceptable to it; and

and the Purchaser may not make any objection, requisition or claim for compensation or delay completion by reason of the Vendor exercising any of its rights contained in this clause.

### ***Dispute resolution***

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45. If:
- 45.1. (finishes and defects) either party gives notice in writing to the other (within 3 months of the registration of the Strata Plan) in relation to a dispute about the rectification or existence of any fault or defect and the parties are unable to resolve the dispute within 14 days of that notice then that dispute must be submitted to an Expert.
  - 45.2. (rights of rescission) the Vendor gives notice in writing to the Purchaser that it disputes the Purchaser's right of rescission and the parties are unable to resolve the dispute within 14 days of that notice then that dispute must be submitted to an Expert.
  - 45.3. if the parties are unable to agree on an Expert within seven days of the notice then the President for the time of the institute of Surveyors NSW Inc or any replacement body shall determine the appropriate arbitrator (the "Arbitrator").

- 45.4. an Arbitrator is to act as an arbitrator and not an expert and both parties may make written submissions to the Arbitrator as to the subject of the disagreement; and
- 45.5. the Arbitrator's decision is final and binding and the costs of the decision will be borne by the parties in such shares as the Arbitrator may determine.

***Conditions precedent***

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- 46. Completion of this contract is conditional upon the registration of the Strata Plan by the Registration Date. However, if construction or completion of the Development Works is delayed due in whole or part to anything beyond the Vendor's control, including:
  - 46.1. any delays in the Vendor obtaining the necessary approvals from any Authority for the construction of the Property or the registration of the Strata Plan;
  - 46.2. inclement weather or conditions resulting from inclement weather; and
  - 46.3. any civil commotion, strikes or lock-outs affecting the progress of the Development Works or affecting the supply or manufacture of materials required for the carrying out of the Development Worksthen, the Vendor may in its absolute discretion at any time thereafter by written notice or notices to the Purchaser extend the Registration Date by the period of the delay.
- 47. If registration of the Strata Plan is not effected by the Registration Date or any extension thereof, either party can rescind by giving the other party notice in writing of such rescission but only between the Registration Date and the date that the Strata Plan is actually registered and in that case the provisions of clause 19 shall apply.

***Guarantee if Corporate Purchaser***

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- 48. If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:
  - 48.1. In consideration of the execution of this contract by the Vendor the persons whose signatures appear as signatories for the Purchaser, being duly authorised by the Purchaser to execute this contract and named as follows:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
(if no name is inserted then the names of the parties who executed this contract on behalf of the Purchaser are deemed to be inserted) to be collectively referred to as "the Guarantors", hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever.
  - 48.2. Nothing herein shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser

- 48.3. No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of a company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.
- 48.4. The Guarantors' liability hereunder shall not be affected by the death of any Guarantor or by the granting of time or other indulgence to the Purchaser or any Guarantor or any claim or right to set off or cross action which the Purchaser may have or claim to have against the Vendor on any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.
- 48.5. The Guarantors waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce.
- 48.6. The Guarantors warrant that they are directors or shareholders of the Purchaser as at the date hereof.

**GST**

49. The price includes GST and the parties acknowledge that the Vendor has elected to use the Margin Scheme.
50. The Purchaser acknowledges that he or she will not be entitled to claim an input tax credit in respect of the GST paid by the Vendor and that the Vendor is not required to provide a tax invoice.

**Deposit**

51. Deleted

**GST withholding - Residential premises or potential residential land**

- 52.1 The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

|   |  |
|---|--|
| Withholding payment is required to be made              |  |
| No withholding payment for residential premises because | No withholding payment for potential residential land because                          |
| the premises are not new                                | the land includes a building used for commercial purposes                              |
| the premises were created by substantial renovation     | the purchaser is registered for GST and acquires the property for a creditable purpose |
| the premises are commercial residential premises        |  |

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

**52.2 Vendor's notice**

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

**52.3 Amount to be withheld by the purchaser**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

**52.4 Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**52.5 Purchaser to remit withheld amount**

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**52.6 Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

***Deposit payable by instalments***

---

53. The parties agree that the deposit under this Contract shall be 10% of the purchase price and is payable as follows:-

- (i) \$ \_\_\_\_\_ upon the date hereof; and
- (ii) the balance, being the amount of \$ \_\_\_\_\_ on or before 5.00 pm on the earlier of the following dates, time being of essence:-
  - (a) the Date for Completion; or
  - (b) the date on which this Contract is ended or terminated.

The parties acknowledge that the 10% deposit is a genuine pre-estimate of the Vendor's loss

This clause shall not merge on completion.

Executed on behalf of UPG 18 Pty Ltd  
ACN 605 447 096  
by its authorised officers:

.....  
Signature of authorised person:  
Bhart Bhushan  
Office held: Sole Director/Secretary

Executed on behalf of UPG 18 Pty Ltd  
ACN 605 447 096 by its Attorney:

.....  
Signature of authorised person:  
Manish Dua

.....  
Signature of witness:

.....  
Purchaser:

.....  
Signature of witness:

.....  
Purchaser:

.....  
Signature of witness:

.....  
Guarantor:

.....  
Signature of witness:

.....  
Guarantor:

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. 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.
15. 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.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. 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 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.
    - (ii) 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?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

#### Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term or each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?



**Capacity**

45. 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**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.

## REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Subject to the Contract and so far as the Vendor is aware, it makes the following replies:

1. Noted.
2. No.
3. (a)-(f) Not applicable.
4. No.
5. (a)-(b) Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the s 47 certificate.
13. Noted.
14. Noted.
15. No.
16. (a) As far as vendor is aware yes.  
(b) No.  
(c) No.  
(d) Subject to Contract.  
(e) Subject to Contract.  
(f) No.  
(g) No.
17. (a) - (g) The vendor is not aware of any such proposals.
18. As to the vendor no.
19. There is no swimming pool.
20. (a) No.  
(b) No.

21. (a) No.
- (b) No.
- (c) Other than as disclosed in the contract no.
- (d) No.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware.
24. No.
25. No.
26. No.
27. No.
28. No.
29. Not as far as the vendor is aware.
30. This is a matter for search.
31. No.
32. (a-c) See Section 184 Certificate
33. Not as far as the vendor is aware.
34. No.
35. No.
36. No.
37. The vendor is not aware.
38. Not as far as the vendor is aware.
39. Not as far as the vendor is aware.
40. Noted.
41. This is a new strata scheme.
42. The purchaser should make their own enquiries upon the strata manager.
43. The vendor is not aware.
44. This is a new strata scheme
45. Noted.
46. Noted.
47. Noted.
48. If applicable this will be provided shortly prior to settlement.

---

49. Noted.

50. Subject to contract.

51. Not agreed.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 163/829032

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 24/4/2018   | 4:50 PM | 6          | 26/7/2017 |

LAND

LOT 163 IN DEPOSITED PLAN 829032  
AT QUAKERS HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP829032

FIRST SCHEDULE

UPG 18 PTY LTD

(T AK713848)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 U347296 COVENANT
- 3 U347296 EASEMENT FOR ACCESS 6 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN PROPOSED TO BE SO BURDENED IN DP649819
- 4 AM22026 MORTGAGE TO ALCEON GROUP NO.55 PTY LIMITED
- 5 AM595784 MORTGAGE TO ALCEON GROUP NO.64 PTY LIMITED

NOTATIONS

DP864353 NOTE: DP864353 PLAN FOR ROAD ACT 1993 PURPOSES

UNREGISTERED DEALINGS: PP DP1235599 PP SP95445 PP SP96511.

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

17JA0002

PRINTED ON 24/4/2018

\* 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. 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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Received: 24/04/2018 16:50:49

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
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FOLIO: 160/829032  
-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 4/9/2017    | 3:59 PM | 6          | 26/7/2017 |

LAND  
-----

LOT 160 IN DEPOSITED PLAN 829032  
AT QUAKERS HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP829032

FIRST SCHEDULE  
-----

UPG 18 PTY LTD

(T AK713848)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 U347296 COVENANT
- 3 AM22026 MORTGAGE TO ALCEON GROUP NO.55 PTY LIMITED
- 4 AM595784 MORTGAGE TO ALCEON GROUP NO.64 PTY LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: PP SP95445.

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

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----

FOLIO: 166/829032  
-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 4/9/2017    | 3:59 PM | 6          | 26/7/2017 |

LAND  
-----

LOT 166 IN DEPOSITED PLAN 829032  
AT QUAKERS HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP829032

FIRST SCHEDULE  
-----

UPG 18 PTY LTD

(T AK713848)

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 U347296 COVENANT
- 3 U347296 EASEMENT FOR ACCESS 6 WIDE APPURTENANT TO THE LAND  
ABOVE DESCRIBED AFFECTING THE LAND SHOWN PROPOSED TO  
BE SO BURDENED IN DP649819
- 4 AM22026 MORTGAGE TO ALCEON GROUP NO.55 PTY LIMITED
- 5 AM595784 MORTGAGE TO ALCEON GROUP NO.64 PTY LIMITED

NOTATIONS  
-----

DP864353 NOTE: DP864353 PLAN FOR ROAD ACT 1993 PURPOSES

UNREGISTERED DEALINGS: PP SP95445.

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

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----

FOLIO: 164/829032  
-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 4/9/2017    | 3:59 PM | 6          | 26/7/2017 |

LAND  
-----

LOT 164 IN DEPOSITED PLAN 829032  
AT QUAKERS HILL  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP829032

FIRST SCHEDULE  
-----

UPG 18 PTY LTD

(T AK713848)

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 U347296 COVENANT
- 3 U347296 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE LAND SHOWN PROPOSED TO BE SO  
BURDENED IN DP649818
- 4 AM22026 MORTGAGE TO ALCEON GROUP NO.55 PTY LIMITED
- 5 AM595784 MORTGAGE TO ALCEON GROUP NO.64 PTY LIMITED

NOTATIONS  
-----

DP864353 NOTE: DP864353 PLAN FOR ROAD ACT 1993 PURPOSES

UNREGISTERED DEALINGS: PP SP95445.

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

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.



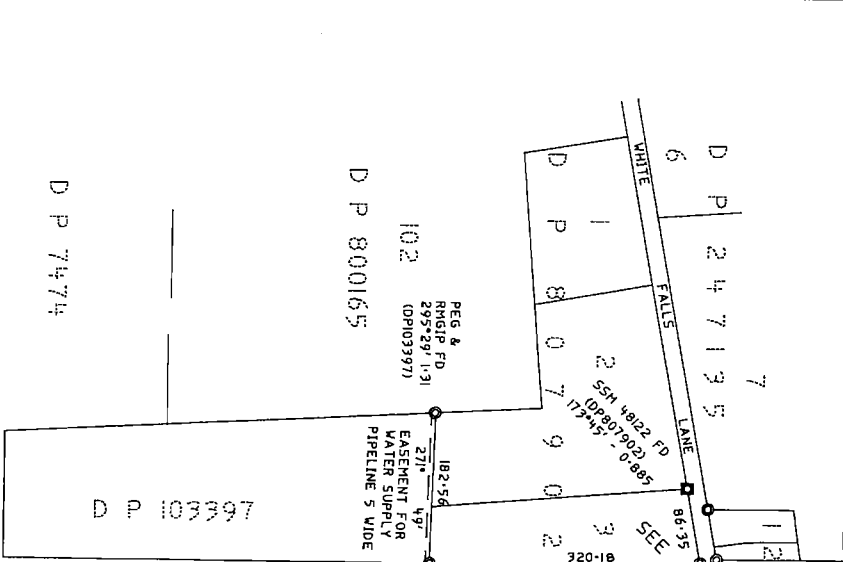
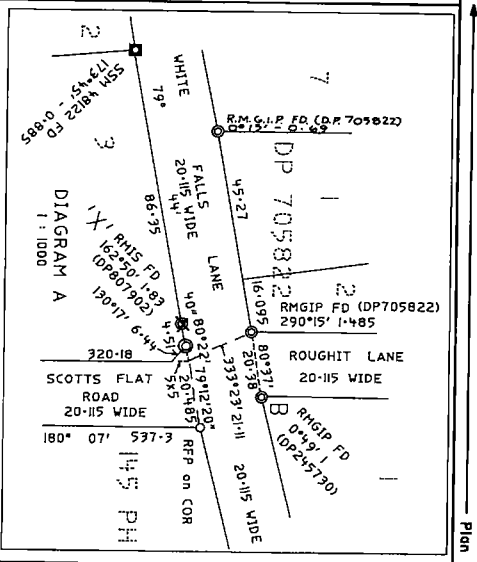
PLAN FORM 2

Signature, name and statement of intention to create an easement for the public reserve, drainage reserve, or other public reservation, or for the use of land or public easement.

*H. H. H. H.*

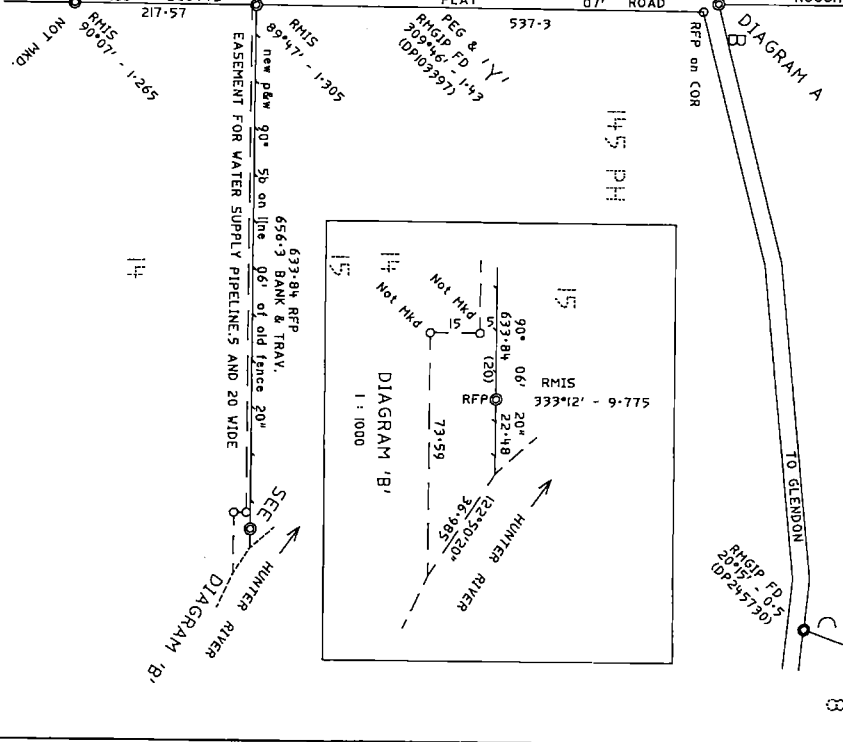
Plan approved: *Antony H. H. H.*  
 Land District: *Antony H. H. H.*  
 Paper No.: *Antony H. H. H.*  
 Field No.: *Antony H. H. H.*  
 Council Clerk's Certificate

1. This part of the plan is to be subject to the provisions of the...  
 2. The requirements of the Land Development Act 1974 (other than...)  
 3. The requirements of the Registration of Land Act 1964...  
 4. The requirements of the Survey Act 1976...  
 5. The requirements of the Survey Act 1976...  
 6. The requirements of the Survey Act 1976...  
 7. The requirements of the Survey Act 1976...  
 8. The requirements of the Survey Act 1976...  
 9. The requirements of the Survey Act 1976...  
 10. The requirements of the Survey Act 1976...



Plan Drawing only to appear in this space

| REFERENCE MARK | COMPARISONS                 |
|----------------|-----------------------------|
| RMGIP FD 0-61  | 80°15'20" 102.45730         |
| RMGIP FD 0-61  | 179°52'50" 1391.79 DP245730 |
| RMGIP FD 0-61  | 179°53'50" 1391.78 me       |
| RMGIP FD 0-61  | 81°43'20" 763.84 DP245730   |
| RMGIP FD 0-61  | 81°43'10" 763.9 me          |



OFFICE USE ONLY

DP 649819

Registered: *8/23/11/1994*

CA: *8/23/11/1994*

Title System: **TORRENS**

Proposed: **EASEMENT**

Parcel: *9132-11-2 PARISH*

Lat: *DP 7462458*

Plan of Easement for Water Supply Pipeline 5 & 20 Wide Through Lot 14 DP976258 & DP103397

Lengths are in meters. Attention shall be 4000

Locality: **SINGLETON**

Locality: **ROUGHIT**

Parish: **SEDFIELD**

County: **DURHAM**

This is sheet 1 of my plan in...  
 Robert L. George

1. ROBERT L. GEORGE  
 2. R. GEORGE & ASSOCIATES  
 3. R. GEORGE & ASSOCIATES  
 4. R. GEORGE & ASSOCIATES  
 5. R. GEORGE & ASSOCIATES  
 6. R. GEORGE & ASSOCIATES  
 7. R. GEORGE & ASSOCIATES  
 8. R. GEORGE & ASSOCIATES  
 9. R. GEORGE & ASSOCIATES  
 10. R. GEORGE & ASSOCIATES

Plans used in preparation of survey: *DP103397, DP705822, DP245730, DP807902, DP247195, DP976258*

PANEL FOR USE ONLY for statements of intention to create public roads or to create public reserves, easements or restrictions of 1964.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 1964, IT IS INTENDED TO CREATE:

(1) EASEMENT FOR WATER SUPPLY PIPELINE 5 AND 20 WIDE

SUPERVISOR'S REFERENCE: 94/34 CHECK LIST REPORT BALL 2 GOI

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

100 200 300 400 500 600 700 800 900 1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000 2100 2200 2300 2400 2500 2600 2700 2800 2900 3000 3100 3200 3300 3400 3500 3600 3700 3800 3900 4000

RP 13A

STAMP DUTY



RELODGED  
 -1 NOV 1994  
 2-15



U  
 347296 L



OFFICE OF STATE REVENUE  
 (N.S.W. TREASURY)  
 1994/95  
 NO STAMP DUTY IS PAYABLE  
 ON THIS INSTRUMENT

**TRANSFER**  
 (INCLUDING EASEMENT/COVENANTS)  
 REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

|    |    |   |
|----|----|---|
| T  | of | R |
| \$ |    |   |

DESCRIPTION OF LAND RELODGED  
 (Note 4a)  
 -1 NOV 1994

LAND being transferred

| Torrens Title Reference                                |                         | If part Only, Delete Whole and Give Details |  | Location  |                         |
|--|-------------------------|---|--|---|-------------------------|
| 162 & 165/829032 (formerly PART of Lot 60 and 61/8050) |                         | WHOLE                                       |  | CITY of BLACKTOWN<br>PARISH of GIDLEY<br>COUNTY of CUMBERLAND |                         |
| Servient Tenement (Land burdened by easement)          |                         |   | Dominant Tenement (Land benefited by easement) |   |                         |
| Torrens Title Reference                                | Torrens Title Reference | Torrens Title Reference                     | Torrens Title Reference                        | Torrens Title Reference                                       | Torrens Title Reference |
| SEE SCHEDULES ONE, TWO and THREE hereto                | 161 & 162 in IP.829032  | 161 & 162 in IP.829032                      | 161 & 164/829032                               | 163 & 165/829032  |                         |
| 162/829032   | 162/829032              | 161 & 164/829032                            | 163 & 164 in IP.829032                         |   |                         |
| 161 & 164 in IP.829032                                 |                         | 163 & 164 in IP.829032                      |  |   |                         |
| 160 & 166 in DP.829032                                 |                         | 160 & 166 in DP.829032                      |  |   |                         |

GUY IVES ANDRE GELY and COLETTE SUZANNE GELY

TEENEMENTS PANEL  
 Note (b)  
 This panel also to be completed for covenants by reference

ALTERED  
 17/11/94

Note (d) (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$446,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEROR Note (c)

|  |                 |
|--|-----------------|
| BLACKTOWN CITY COUNCIL of Civic Centre, Flushcombe Road, BLACKTOWN | OFFICE USE ONLY |
| as joint tenants/tenants in common                                 | OVER            |

TENANCY Note (e)

PRIOR ENCUMBRANCES Note (f)

subject to the following PRIOR ENCUMBRANCES 1. 2. 3.  
 AND the TRANSFEROR—  
 (i) ~~RESERVES~~ RESERVES an easement as set out in SCHEDULE ONE hereto and TWO hereto  
 (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE THREE hereto  
 AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

Note (g)

Note (g)

DATE 26th May 1994.

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (h)

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

Signature of Witness  
 Name of Witness (BLOCK LETTERS)  
 Address and Occupation of Witness

*P. Gely Husband*

Note (h)

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

Signature of Witness  
 Name of Witness (BLOCK LETTERS)  
 Address and occupation of Witness

THE COMMON SEAL OF BLACKTOWN CITY COUNCIL WAS AFFIXED HERETO THIS 11<sup>th</sup> DAY OF April 1994 PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT ITS ORDINARY MEETING DATED 15<sup>th</sup> October 1993  
 PETER KENNETH [Signature] Mayor  
 [Signature] General Manager

TO BE COMPLETED BY LODGING PARTY Notes (i) and (j)

|                          |                      |                     |
|--------------------------|----------------------|---------------------|
| LOGGED BY<br>NORTHWOOD   | OTHER                | LOCATION OF DEPOSIT |
| Ref: PIKW-GELY           | Herewith.            | Produced by         |
| Delivery Box Number 6682 | In L.T.O. with       |                     |
| Checked A 20             | Secondary Directions |                     |
| Signed                   | Delivery Directions  |                     |
| Passed 1/2 RES           |                      |                     |
| REGISTERED -19           |                      |                     |

OFFICE USE ONLY

of State Revenue 7/1/94 se done  
 opening in Name R

RP 13A  
1988

**SCHEDULE ONE HEREINBEFORE REFERRED TO**

The Transferor hereby grants/reserves

Notes (k) and (l)

Schedule one - Easement for support

*U. H. ...  
E. G. ...  
Platby*

The Transferee hereby grants unto the Transferors an easement for support over such portion of the servient tenement as is shown ~~on the plan annexed hereto and marked with the letter "A" as "site of proposed easement for support"~~ <sup>in Deposited Plan 649818</sup> to permit and suffer the sheds shown on the said plan to be supported both vertically and laterally by the sub-soil of, in and under the servient tenement and by such part of the sheds as is affixed to and thus forms part of the servient tenement subject to the following covenants and conditions:

- (i) The Transferors will at all times do as little damage as possible to the servient tenement or any other land of the Transferee.
- (ii) The Transferors will at all times maintain the sheds in a good and reasonable state of repair and condition and will not do or permit anything to be done whereby the sheds or the servient tenement may be rendered unstable or unsafe, and shall remove from the servient tenement any debris or material which may fall from the sheds.
- (iii) The Transferors and their agents or workmen shall have the right of entry on to the servient tenement upon the giving of reasonable notice for the purposes of repairing, maintaining, demolishing or renewing any part of the sheds as may be reasonably necessary to ensure compliance with the terms hereof.
- (iv) Upon demolition or removal of the sheds the Transferors shall remove all materials, concrete slabs, footings and foundations situated upon the servient tenement and restore the surface of the servient land to a condition reasonably acceptable to the Transferee.
- (v) The Transferee shall not interfere with, harm, damage or demolish the sheds erected upon the servient tenement nor interfere with any portion of the servient land.

~~SCHEDULE TWO HEREINBEFORE REFERRED TO~~

The Transferor hereby covenants with

Notes (m) and (j)  
Also complete tenements panel on front of form

*Platby  
E. G. ...  
Osby*

- (vi) This easement shall cease and determine and shall be extinguished by the operation of Law upon the Transferors or either of them or their successors or assigns ceasing to use the whole of Lots 161 D.P. 829032 for the conduct of the same business or any part thereof as is conducted by the Transferors at the date hereof. In determining whether the same business is conducted by the Transferors or their successors or assigns at any particular time, the same business test referred to in Section 80E of the Income Tax Assessment Act, 1936 (as amended) as exists at the date hereof shall apply mutatis mutandis. It is acknowledged that at the date hereof the Transferors conduct a business which includes egg production on a commercial basis, raising and distributing day old chicks, grading and processing eggs and distributing same, feed milling, retail and wholesale activities associated with the above, and other activities incidental to the above.



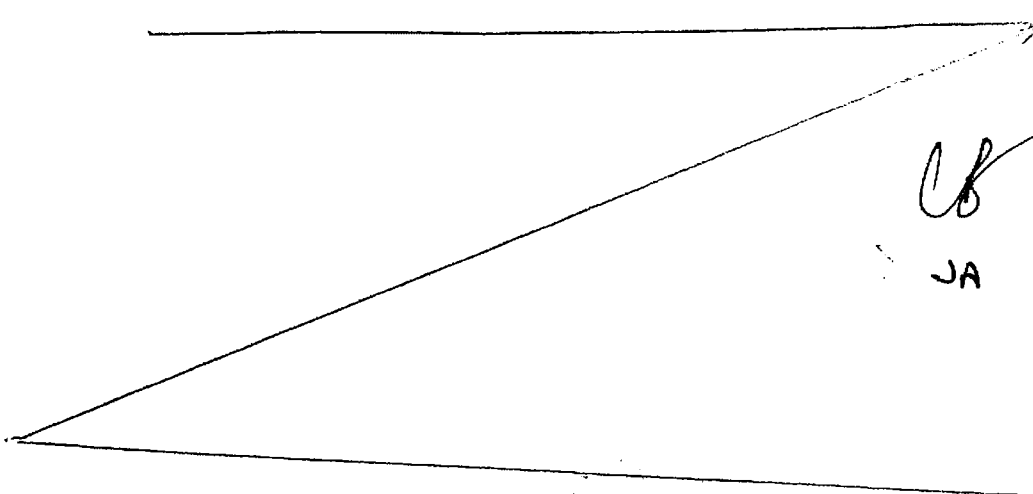
SHEET  
THIS IS THE ANNEXURE/REFERRED TO IN THE TRANSFER  
FROM GUY IVES ANDRE GELY and COLETTE SUZANNE GELY  
TO BLACKTOWN CITY COUNCIL

Schedule two - Easement for access 6 wide (cont'd)

**B**

- (iii) The Transferee reserves the right to vary and modify the structural specifications for the bridge and thereafter require the Transferors and their successors and assigns within a time specified by the Transferee to require that the bridge and its footings and supporting piers be upgraded or repaired in such manner as the Transferee in its unfettered discretion considers reasonable.
- (iv) The Transferee shall have the right to place such restrictions as to the type and weight of the vehicles permitted to travel upon the bridge and the speed at which such vehicles may travel upon the said bridge as the Transferee considers reasonable PROVIDED THAT the Transferee shall not restrict use of the bridge by a vehicle which complies with any speed limit and with any weight limit imposed for such bridge.
- (v) The right-of-way permitting use of the said bridge shall cease and determine for such periods as the Transferors fail to comply with the conditions imposed by the Transferee and for the purpose of enforcing such cessation of the said right-of-way and also for the purpose of enforcing and restricting the flow of traffic upon the said bridge the Transferee shall be permitted to erect upon the said bridge barricades or other structures or impediments or such signs and notices as the Transferee in its unfettered discretion considers reasonable. For the purpose of erecting or repairing such barricades, impediments, signs and notices, the Transferee shall be entitled to enter upon the dominant tenement to provide it with access to the said bridge.
- (vi) Transferors shall mean the transferors their heirs, successors and assigns and Transferee shall mean the Transferee and its successors and assigns.
  - A. The lands to which the benefit of the easement is appurtenant are lots 163 and ~~164~~<sup>166</sup> D.P 829032. *Whitely*
  - B. The land which is subject to the burden of the said easement is Lot 162 D.P 829032 ~~and servient tenement~~ *Whitely*
  - C. The persons having the right to release, vary or modify the within easement is the registered proprietor for the time being of the dominant tenement ~~and servient tenement~~, *Whitely*
  - D. The persons whose consent to a release, variation or modification of the easement is stipulated for are the registered proprietors for the time being of the dominant tenement ~~and servient tenement~~ *Whitely*

*Phy. P. G. G. Brundage*  
*Phy. P. G. G. Brundage*  
*Phy. P. G. G. Brundage*  
*Phy. P. G. G. Brundage*

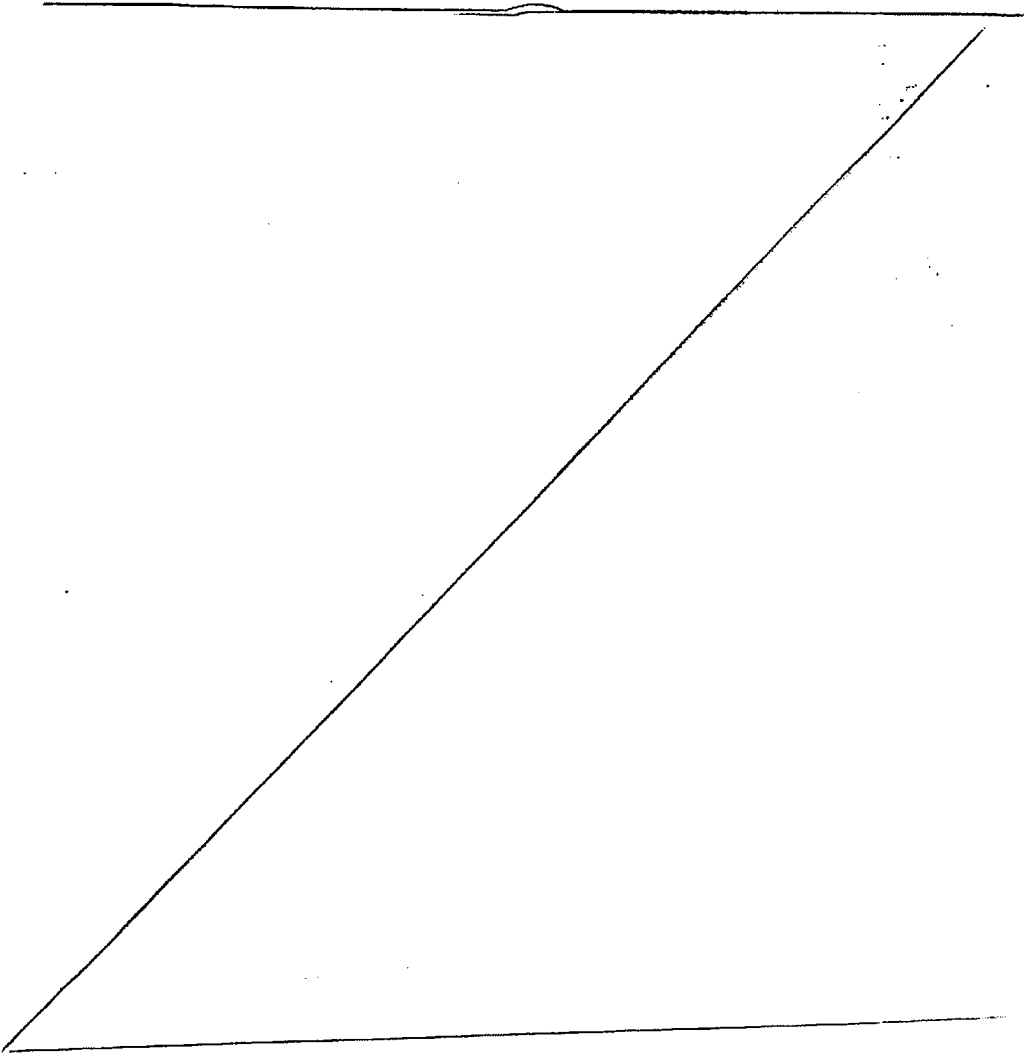


*CB*  
*JA*

Schedule three

The Transferors hereby covenant and agree with the Transferee that no fence shall be erected on any Lot burdened to divide it from any adjoining land owned by the Council of the City of Blacktown without the consent of the Council of the City of Blacktown but such consent shall not be withheld if such fence is erected and maintained without expense to the Council of the City of Blacktown **PROVIDED THAT** this restriction shall remain in force only during such time as the Council of the City of Blacktown is the registered proprietor of the land immediately adjoining the land burdened.

- A. The land to which the benefit of this restrictive covenant is appurtenant is Lot 162 D.P. 829032.
- B. The land which is subject to the burden to the said restrictive covenant is Lots <sup>160</sup>161, 163 and 164 <sup>160</sup>D.P 829032.
- C. The person having the right to release, vary or modify the said restrictive covenant is the Council of the City of Blacktown.
- D. The person whose consent to a release, variation or modification of the restriction is stipulated for is the Council of the City of Blacktown.



THIS IS A FURTHER ANNEXURE SHEET TO THE TRANSFER FROM  
GUY IVES ANDRE GELY and COLETTE SUZANNE GELY NOW KNOWN AS COLETTE  
SUZANNE GELY-BRISSARD TO BLACKTOWN CITY COUNCIL DATED 26TH MAY 1994

Re-signed in my presence  
by the applicant's attorney  
who is personally known  
to me.

*Philip F. James*  
.....  
Signature of Witness

PHILIP F. JAMES  
.....  
Name of Witness

271 BEANES AVE, MT. DAVY  
.....  
Address and Occupation of

SOLICITOR  
.....  
Witness

RE-EXECUTED this        day of  
1995 FOR AND ON BEHALF  
BY ~~OF~~ COLETTE SUZANNE GELY NOW  
KNOWN AS COLETTE SUZANNE GELY-  
BRISSARD ~~BY her Attorney,~~ *L.S.G.B.*  
VERONICA CHRISTINE HAIG who *Mr*  
hereby states that at the time  
of re-executing this instrument  
she has no notice of revocation  
of Power of Attorney Registered  
Book 3616 No 243 under the  
authority of which this instrument  
~~has hereby been re-executed by her~~  
*L. Gely Brissard*  
.....  
Signature of ~~Veronica~~  
COLETTE SUZANNE GELY-BRISSARD

Re-signed in my presence  
by the applicant GUY IVES  
ANDRE GELY who is personally  
known to me.

*Philip F. James*  
.....  
Signature of Witness

PHILIP F. JAMES  
.....  
Name of Witness

270 BEANES AVE, MT. DAVY  
.....  
Address and occupation of

SOLICITOR  
.....  
Witness

RE-EXECUTED BY GUY IVES ANDRE GELY  
this        day of        1995.

.....  
Signature of G. I A Gely

RE-EXECUTED this        day of  
1995 FOR AND ON BEHALF OF GUY IVES  
ANDRE GELY by his Attorney, PHILLIP GUY  
GELY who hereby states that at the time of  
re-executing this instrument he has no notice  
of revocation of Power of Attorney Registered  
Book 3629 No 759 under the authority of  
which this instrument has hereby been  
re-executed by him.

*Philip G. Gely*  
.....  
Signature of P. G. Gely

1389

~~(vi) This easement shall~~ **SCHEDULE THREE HERENDFORE REFERRED TO**

Notes (n) and (l) The Transferee hereby covenants with

- (vii) This easement shall further cease and determine and shall be extinguished by the operation of Law when any portion of the said sheds are demolished or removed from the servient tenement other than for purposes of repair.
- (viii) Transferor shall mean the Transferors and their heirs, successors and assigns and Transferee shall mean the Transferee and its successors and assigns.
- A. The lands to which the benefit of this easement is appurtenant are Lots 161 & 164 D.P 829032.
- B. The land which is subject to the burden of the said easement is Lot 162 D.P 828032.
- C. The persons having the right to release, vary or modify the within easement is the registered proprietor for the time being of the dominant tenement **AND SERVIENT TENEMENT.**
- D. The persons whose consent to a release, variation or modification of the easement is stipulated for are the registered proprietors for the time being of the dominant tenement **AND SERVIENT TENEMENT.**

*Handwritten signatures and initials:*  
- *U. King*  
- *Phy*  
- *Phy. B. B. B.*  
- *Phy. B. B. B.*  
- *Phy. B. B. B.*

Schedule two - Easement for access 6 wide

The Transferee hereby grants unto the Transferors an easement 6 wide over such portion of the servient tenement as is shown as "Site of Proposed Easement for Access 6 wide" in D.P 648959 but limited to a stratum extending unlimited vertically upwards from a base level of R.L. 49.9 metres above Australian Height Datum as shown in Section "x-x" in the said plan **PURSUANT TO WHICH** every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him, but only by means of a bridge to be constructed upon the terms and conditions specified herein **SHALL HAVE** full and free right to go, pass and repass at all times and for all purposes with or without animals or vehicles or both **TOGETHER WITH** the right with such implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of construction of the said bridge or for inspecting, cleaning, repairing, maintaining or renewing the aforesaid bridge and for such purposes to open the soil of the servient tenement to such extent as may be necessary **PROVIDED THAT** the Transferors and persons authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition **PROVIDED ALWAYS THAT** the terms and conditions specified hereunder are complied with and for that purpose the Transferors hereby covenant with the Transferee as follows:

- (i) The Transferors shall construct the said bridge strictly in accordance with the plans and specifications approved by the Transferee. Such bridge shall be constructed with a clearance height higher than R.L. 49.9 metres A.H.D.
- (ii) It is acknowledged and agreed between the parties that the bridge is to be constructed over a drainage reserve and the piers and footings of the bridge shall be constructed in a manner to ensure minimum impediment to the free flow of water through the drainage reserve. Accordingly, the Transferee shall have full and unfettered discretion to determine the number, size, position and shape of such support piers for the bridge.

*SEE DP 649818*

**SCHEDULE 2 CONT'D ON ANNEXURE SHEET ATTACHED HERETO:**

(For continuation of SCHEDULE(S) see annexure(s) hereto)

11-1221

# REGISTRATION DIRECTION ANNEXURE

U 347296

Use this side only for First and Second Schedule directions  
 DO NOT USE BOTH SIDES OF THE FORM.

## FIRST SCHEDULE DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | DETAILS   |
|------------------|-----------|---|
| 60/8050          | PROP      | BLACKTOWN CITY COUNCIL AS REGARDS THE PART OF LOTS 162 & 165 IN DP829032 COMPRISED HEREIN & GUY IVEJ ANDRE GELY & COLETTE SUZANNE GELY AS TEN. IN COM. AS REGARDS THE RESIDUE BEING LOTS 161, 163 & 166 IN DP 829032          |
|                  |           | <i>(IN EQUAL SHARES)</i>  |
| 61/8050          | PROP      | BLACKTOWN CITY COUNCIL AS REGARDS THE PART OF LOTS 162 & 166 IN DP829032 COMPRISED HERRIN & GUY IVEJ ANDRE GELY & COLETTE SUZANNE GELY AS TEN IN COM IN EQUAL SHARES AS REGARDS THE RESIDUE BEING LOTS 160 & 164 IN DP 829032 |

## SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS   |
|------------------|-----------|------------|----------------|---|
| 60,61/8050       | ON        | AA         |                | THE PART OF LOT 165 IN DP829032 COMPRISED HEREIN IS REQUIRED FOR ROAD WIDENING PURPOSES   |
| 60/8050          | ON        | CV         |                | AFFECTING PART BEING LOTS 161, 163 & 166 IN DP 829032   |
| 61/8050          | ON        | CV         |                | AFFECTING PART BEING LOTS 160 & 164 IN DP829032   |
| 60,61/8050       | ON        | EA         |                | EASEMENT FOR SUPPORT AFFECTING THE PART OF LOT 162 IN DP829032 COMPRISED HEREIN SHOWN PROPOSED TO BE SO BURDENED IN DP649818        |
| 60/8050          | ON        | EB         |                | EASEMENT FOR SUPPORT APPURTENANT TO LOT 161 IN DP 829032 AFFECTING LOT 162 IN DP829032 SHOWN PROPOSED TO BE SO BURDENED IN DP649818 |
| 61/8050          | ON        | EB         |                | EASEMENT FOR SUPPORT APPURTENANT TO LOT 164 IN DP829032 AFFECTING LOT 162 IN DP829032 SHOWN PROPOSED TO BE SO BURDENED IN DP649818  |
|                  |           |            |                | OVER  |



Ref:17JA0002 / Src:M

PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS OF MEMBERS IN CHARGE OF SURVEYING AND ENGINEERING ARE REQUIRED FOR THIS PLAN. THE SIGNATURES OF THE SURVEYOR AND ENGINEER MUST BE PRESENT FOR THE PLAN TO BE VALID.

SURVEY PRACTICE REGULATION 1990 CLAUSE 31(1)

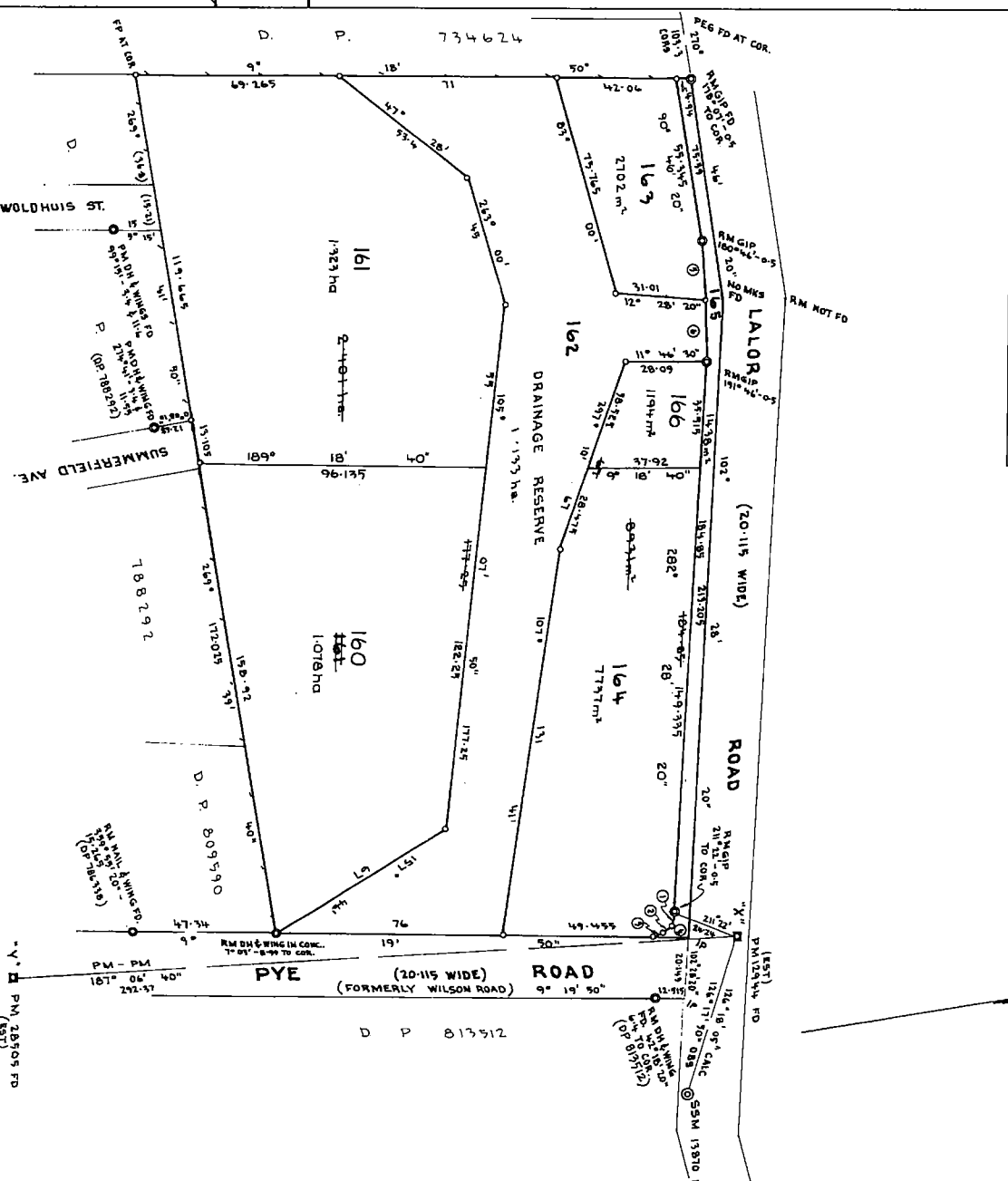
| MARK     | EASTING    | NORTHING    | ZONE | ACC |
|----------|------------|-------------|------|-----|
| PM 15944 | 231221.636 | 1266130.797 | 56L  | 2   |
| PM 18005 | 231185.436 | 1266030.676 | 56L  | 2   |
| PM 18100 | 231228.480 | 1266134.880 | 56L  | 2   |

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 18-1-91

SHORT BOUNDARIES

| NO. | LENGTH  | ACC.   | NO. | LENGTH  | ACC.   |
|-----|---------|--------|-----|---------|--------|
| 1   | 10.2571 | 4-0-25 | 1   | 10.2571 | 4-0-25 |
| 2   | 1.9734  | 4-0-25 | 2   | 1.9734  | 4-0-25 |
| 3   | 1.1471  | 4-0-25 | 3   | 1.1471  | 4-0-25 |
| 4   | 1.8470  | 4-0-25 | 4   | 1.8470  | 4-0-25 |
| 5   | 2.1230  | 4-0-25 | 5   | 2.1230  | 4-0-25 |
| 6   | 2.1230  | 4-0-25 | 6   | 2.1230  | 4-0-25 |

Plan Drawing only to appear in this space



**Crown Lands Office Approval**  
 Approved Officer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 File No: \_\_\_\_\_

**Council Clerk's Certificate**  
 I hereby certify that:  
 (a) the requirements of the Local Government Act, 1994 (other than 10) have been complied with;  
 (b) the requirements of Part 3, Division 2 of the Water Board Act 1987 and Water Supply Authority Act 1987 have been complied with by the applicant in relation to the proposed "subdivision" or "consolidation" of the land shown in the plan.  
 I have also complied with the provisions of section 10 of the Local Government Act, 1994 in relation to the proposed "subdivision" or "consolidation" of the land shown in the plan.  
 Council Clerk: \_\_\_\_\_

UNITS: METERS  
 REFERENCE: 6855  
 582283

DP 829032

CA: 23-3-1993

Title System: TORRENS

Purpose: ACQUISITION - (INT A)  
 COMMENT: PM 15944, PM 18005, PM 18100, ACT 1993  
 Ref. Map: U8260-32, 34  
 U9160-1  
 Last Plan: DP 8050

PLAN OF ACQUISITION OF PART OF LOTS 60 AND 61 IN D.P. 6050

Lengths are in meters. Reduction Ratio: 1:1000

Municipality: BLACKTOWN  
 Locality: DUKERS HILL  
 Parish: GIDLEY  
 County: CUMBERLAND

1. ANTHONY JOHN CAMPTON  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_  
 6. \_\_\_\_\_  
 7. \_\_\_\_\_  
 8. \_\_\_\_\_  
 9. \_\_\_\_\_  
 10. \_\_\_\_\_

Panel for use only for statements of intention to dedicate public roads or to create public roads or to create public reserves, variations or modifications as to use:  
 1. IT IS INTENDED TO ACQUIRE  
 2. LOT 163 AS ROAD WIDENING.  
 3. LOT 162 AS DRAINAGE RESERVE.

Registered  
C.A. 2.12.1996

Title System: TORRENS

Purpose: ROAD ACT, 1993

Roll Map: U9160-1\*

Last Plan: DP829032

PLAN OF LAND TO BE

ACQUIRED FOR THE PURPOSES OF

THE ROAD ACT, 1993, FROM LOTS

45, 164 & 166 DP 829032

Lengths are in metres. Reduction Ratio 1:1000

LGA: BLACKTOWN

Locality: QUAKERS HILL

Parish: CIDLEY

County: CUMBERLAND

The following plan in  
Order of Improvement:  
GREGORY KEITH OXLEY  
ALLEGROPE OXLEY & PARTS  
D.X. 8132, 8133 & 8134  
D.X. 8135, 8136, 8137 & 8138  
in accordance with the Survey Field Book 1993 and 1994  
completed on 2.7.96

Survey prepared by  
Diane Law of Ashmole

X-Y-Y

Plans used in preparation of survey/compilation:  
D.P. 829032  
D.P. 813512  
D.P. 719111

PLAN FOR USE ONLY for alignment of boundaries to  
dedicate public roads, to create public reserves, drainage  
reserves, easements, restrictions on the use of land or  
public easements.

IT IS INTENDED TO  
ACQUIRE LOTS 1, 2 & 3  
AS ROAD IDEALIA

PLAN AMENDED IN L.T.O. AT  
SURVEYORS REQUEST:

1. BEARINGS OF SHORT BOUNDARIES, 9 d  
114° 51' RESPECTIVELY.

2. BEARING AT NORTHERN END OF PVE RD  
AMENDED TO 102° 29' 20"

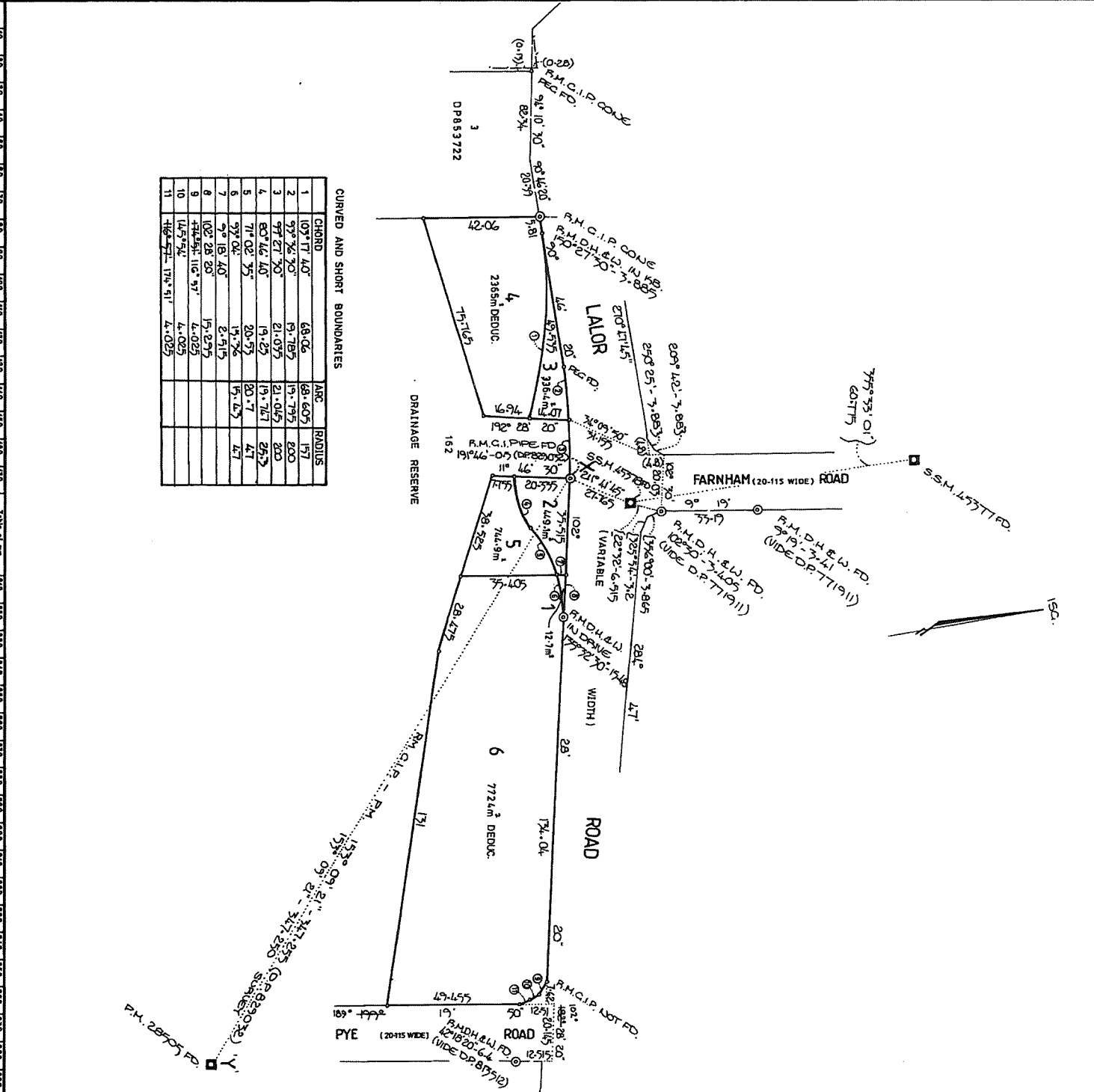
3. WESTERN BOUNDARY OF PVE RD  
AMENDED TO 185° 19' 50"

PLAN APPROVED: \_\_\_\_\_  
 Land Details: \_\_\_\_\_  
 Paper No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

Owner's Declaration:  
 I hereby certify that:  
 (i) the plan of acquisition is the legal document for the acquisition of land for a public purpose, and that the land is being acquired for a public purpose;  
 (ii) the requirements of Part 3, Division 2 of the Public Works Act 1950, or Part 3, Division 7 of the Public Works (Consolidation) Act 1951;  
 have been complied with by the applicant in accordance with the provisions of the Act, and that the acquisition is for a public purpose;  
 (iii) the land is being acquired for a public purpose, and that the land is being acquired for a public purpose;  
 (iv) the land is being acquired for a public purpose, and that the land is being acquired for a public purpose;

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Supervisor's Reference: 21490 POLICY 3 S.R. 9617





## Applicant Details

Your reference 17JA0002

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

|                 |               |                  |
|-----------------|---------------|------------------|
| Certificate no. | PL2018/03450  | Fee: \$133.00    |
| Date issued     | 26 April 2018 | Urgency fee: N/A |
| Receipt no.     | ePay Ref 3051 |                  |

## Property information

|                   |  |         |        |
|-------------------|--|---------|--------|
| Property ID       | 320502                                   | Land ID | 320502 |
| Legal description | LOT 160 DP 829032                        |         |        |
| Address           | SUMMERFIELD AVENUE QUAKERS HILL NSW 2763 |         |        |
| County            | CUMBERLAND                               | Parish  | GIDLEY |

## PLANNING CERTIFICATE (Section 10.7(2 & 5))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with *Environmental Planning and Assessment Regulation 2000*.

## Disclaimer

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

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

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • DX 8117 Blacktown  
**Email:** 149certificates@blacktown.nsw.gov.au • **Website:** www.blacktown.nsw.gov.au  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## **Section 10.7(2)**

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

---

### **1. Names of relevant planning instruments and development control plans**

#### **1.1 Environmental Planning Instrument**

*Blacktown Local Environmental Plan 2015* applies to the subject land.

#### **1.2 Proposed Local Environmental Plans**

The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to *Blacktown Local Environmental Plan 2015*. The proposed LEP amendments may affect how the land may be developed or used.

#### **1.3 Other Applicable State Environmental Planning Policies**

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

#### **1.4 Proposed State Environmental Planning Policies**

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

#### **1.5 Development control plans**

*Blacktown Development Control Plan 2015* applies to the subject land.

### **2. Zoning and land use under relevant environmental planning instruments**

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

## **2.1 Zoning**

Under *Blacktown Local Environmental Plan 2015*, the land is zoned:

### **Zone R2 Low Density Residential**

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

#### ***2 Permitted without consent***

*Home occupations*

#### ***3 Permitted with consent***

*Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Veterinary hospitals; Water reticulation systems*

#### ***4 Prohibited***

*Any development not specified in item 2 or 3.*

### **Proposed changes to the R2 Low Density Residential zone**

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make 'signage' permissible with consent in the R2 Low Density Residential zone.

## **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

## **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

#### **2.4 Conservation areas**

The land is not within a conservation area.

#### **2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

### **3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

### **4. Coastal protection**

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

### **5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

### **6. Road widening and road realignment**

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

### **7. Council and other public authority policies on hazard risk restrictions**

#### **7.1 Contaminated Lands Policy and Asbestos Policy Schedule 6**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

## **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

## **7a. Flood related development controls information**

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

## **8. Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

*Contributions Plan No. 1 - 1980s Release Areas* applies to the subject land.

## **9a. Biodiversity certified land**

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due

to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## **12. Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

## **13. Orders under *Trees (Disputes Between Neighbours) Act 2006***

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## **14. Site compatibility certificates and conditions for seniors housing**

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

## **15. Site compatibility certificates for infrastructure**

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

## **16. Site compatibility certificates and conditions for affordable rental housing**

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

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Section 10.7(5)

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

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### Planning Instruments and Covenants

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

### Loose-filled Asbestos Insulation

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

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

Contact NSW Fair Trading for further information

### Biodiversity and Threatened Species Conservation

The land is affected by a tree preservation control under Clause 5.9 of the Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully destroy any tree, or cause any tree to be ringbarked, cut down, topped, lopped, injured or wilfully destroyed, except with the consent of the Council.

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

The *Threatened Species Conservation Act 1995* provides for the conservation of threatened species, populations and ecological communities of animals and plants.

The *Threatened Species Conservation Act 1995* amended the *Environmental Planning and Assessment Act 1979* to require, amongst other things, that:



- (a) A critical habitat (as defined in the *Threatened Species Conservation Act 1995*) be identified in environmental planning instruments, and
- (b) Consent authorities and determining authorities must, when considering proposed development or an activity, assess whether it is likely to significantly affect threatened species, populations and ecological communities, or their habitats, and, if a significant effect is likely, to require the preparation of a species impact statement in accordance with the requirements of the *Threatened Species Conservation Act 1995*, and
- (c) Consent authorities and determining authorities must, when considering proposed development or an activity, have regard to the relevant recovery plans and threat abatement plans.

The *Environment Protection and Biodiversity Conservation Act 1999* provides protection for items of national significance. Items of national environmental significance include nationally threatened animal and plant species and ecological communities.

The Act requires a separate Commonwealth approval to be obtained where an action is likely to have significant impacts on items of national environmental significance.

For further information on this matter, please contact the Australian Government's Department of the Environment.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **SEPP Building Sustainability Index (BASIX) 2004**

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

### **SEPP (Exempt and Complying Development Codes) 2008**

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

**SEPP No. 32 - Urban Consolidation**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

**SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

**SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

**SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council  
Proforma ID: 470601

End of Certificate

## Applicant Details

Your reference 17JA0002

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

|                 |               |                  |
|-----------------|---------------|------------------|
| Certificate no. | PL2018/03449  | Fee: \$133.00    |
| Date issued     | 26 April 2018 | Urgency fee: N/A |
| Receipt no.     | ePay Ref 3050 |                  |

## Property information

|                   |  |         |        |
|-------------------|--|---------|--------|
| Property ID       | 313854   | Land ID | 313854 |
| Legal description | LOT 164 DP 829032                              |         |        |
| Address           | 490 QUAKERS HILL PARKWAY QUAKERS HILL NSW 2763 |         |        |
| County            | CUMBERLAND                                     | Parish  | GIDLEY |

## PLANNING CERTIFICATE (Section 10.7(2 & 5))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with *Environmental Planning and Assessment Regulation 2000*.

## Disclaimer

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

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

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## **Section 10.7(2)**

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#### **1.2 Proposed Local Environmental Plans**

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

#### **1.4 Proposed State Environmental Planning Policies**

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

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*Home occupations*

#### ***3 Permitted with consent***

*Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Veterinary hospitals; Water reticulation systems*

#### ***4 Prohibited***

*Any development not specified in item 2 or 3.*

### **Proposed changes to the R2 Low Density Residential zone**

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make 'signage' permissible with consent in the R2 Low Density Residential zone.

## **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

## **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

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The land is not within a conservation area.

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The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

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

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*Contributions Plan No. 1 - 1980s Release Areas* applies to the subject land.

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The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

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The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

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The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due

to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

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The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

## **13. Orders under *Trees (Disputes Between Neighbours) Act 2006***

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

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

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Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

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- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Section 10.7(5)

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### Planning Instruments and Covenants

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

### Loose-filled Asbestos Insulation

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

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

Contact NSW Fair Trading for further information

### Biodiversity and Threatened Species Conservation

The land is affected by a tree preservation control under Clause 5.9 of the Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully destroy any tree, or cause any tree to be ringbarked, cut down, topped, lopped, injured or wilfully destroyed, except with the consent of the Council.

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

The *Threatened Species Conservation Act 1995* provides for the conservation of threatened species, populations and ecological communities of animals and plants.

The *Threatened Species Conservation Act 1995* amended the *Environmental Planning and Assessment Act 1979* to require, amongst other things, that:

- (a) A critical habitat (as defined in the *Threatened Species Conservation Act 1995*) be identified in environmental planning instruments, and
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## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

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**SEPP No. 32 - Urban Consolidation**

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

**SEPP No. 33 - Hazardous and Offensive Development**

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**SEPP No. 55 - Remediation of Land**

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and

categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**SEPP No. 64 - Advertising and Signage**

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**SEPP No. 65 - Design Quality of Residential Apartment Development**

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

**SREP No. 30 - St Marys**

Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

**SEPP (Western Sydney Employment Area) 2009**

This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes. This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

**SEPP (Western Sydney Parklands) 2009**

The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

**SEPP (Western Sydney Recreation Area)**

This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council

Proforma ID: 470592

End of Certificate

## Applicant Details

Your reference 17JA0002

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

|                 |               |                  |
|-----------------|---------------|------------------|
| Certificate no. | PL2018/03448  | Fee: \$133.00    |
| Date issued     | 26 April 2018 | Urgency fee: N/A |
| Receipt no.     | ePay Ref 3049 |                  |

## Property information

|                   |  |         |        |
|-------------------|--|---------|--------|
| Property ID       | 313854   | Land ID | 320503 |
| Legal description | LOT 166 DP 829032                              |         |        |
| Address           | 490 QUAKERS HILL PARKWAY QUAKERS HILL NSW 2763 |         |        |
| County            | CUMBERLAND                                     | Parish  | GIDLEY |

## PLANNING CERTIFICATE (Section 10.7(2 & 5))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with *Environmental Planning and Assessment Regulation 2000*.

### Disclaimer

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

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**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • DX 8117 Blacktown  
**Email:** 149certificates@blacktown.nsw.gov.au • **Website:** www.blacktown.nsw.gov.au  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## **Section 10.7(2)**

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

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### **1. Names of relevant planning instruments and development control plans**

#### **1.1 Environmental Planning Instrument**

*Blacktown Local Environmental Plan 2015* applies to the subject land.

#### **1.2 Proposed Local Environmental Plans**

The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to *Blacktown Local Environmental Plan 2015*. The proposed LEP amendments may affect how the land may be developed or used.

#### **1.3 Other Applicable State Environmental Planning Policies**

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

#### **1.4 Proposed State Environmental Planning Policies**

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

#### **1.5 Development control plans**

*Blacktown Development Control Plan 2015* applies to the subject land.

### **2. Zoning and land use under relevant environmental planning instruments**

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

## **2.1 Zoning**

Under *Blacktown Local Environmental Plan 2015*, the land is zoned:

### **Zone R2 Low Density Residential**

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

#### ***2 Permitted without consent***

*Home occupations*

#### ***3 Permitted with consent***

*Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Veterinary hospitals; Water reticulation systems*

#### ***4 Prohibited***

*Any development not specified in item 2 or 3.*

### **Proposed changes to the R2 Low Density Residential zone**

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make 'signage' permissible with consent in the R2 Low Density Residential zone.

## **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

## **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

#### **2.4 Conservation areas**

The land is not within a conservation area.

#### **2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

### **3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

### **4. Coastal protection**

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

### **5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

### **6. Road widening and road realignment**

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

### **7. Council and other public authority policies on hazard risk restrictions**

#### **7.1 Contaminated Lands Policy and Asbestos Policy Schedule 6**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.



Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

## **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

## **7a. Flood related development controls information**

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

## **8. Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

*Contributions Plan No. 1 - 1980s Release Areas* applies to the subject land.

## **9a. Biodiversity certified land**

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due

to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## **12. Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

## **13. Orders under *Trees (Disputes Between Neighbours) Act 2006***

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## **14. Site compatibility certificates and conditions for seniors housing**

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

## **15. Site compatibility certificates for infrastructure**

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

## **16. Site compatibility certificates and conditions for affordable rental housing**

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

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
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States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

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Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

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purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council  
Proforma ID: 470519

End of Certificate

## Applicant Details

Your reference 180201

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

|                        |               |                         |
|------------------------|---------------|-------------------------|
| <b>Certificate no.</b> | PL2018/03441  | <b>Fee: \$53.00</b>     |
| <b>Date issued</b>     | 26 April 2018 | <b>Urgency fee: N/A</b> |
| <b>Receipt no.</b>     | ePay Ref 3012 |                         |

## Property information

|                          |  |                |        |
|--------------------------|--|----------------|--------|
| <b>Property ID</b>       | 313851                                     | <b>Land ID</b> | 313851 |
| <b>Legal description</b> | LOT 163 DP 829032                          |                |        |
| <b>Address</b>           | QUAKERS HILL PARKWAY QUAKERS HILL NSW 2763 |                |        |
| <b>County</b>            | CUMBERLAND                                 | <b>Parish</b>  | GIDLEY |

## PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

## Disclaimer

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

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

**Council Chambers** • 62 Flushcombe Road • Blacktown NSW 2148  
**Telephone:** (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • DX 8117 Blacktown  
**Email:** 149certificates@blacktown.nsw.gov.au • **Website:** www.blacktown.nsw.gov.au  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## **Section 10.7(2)**

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

---

### **1. Names of relevant planning instruments and development control plans**

#### **1.1 Environmental Planning Instrument**

*Blacktown Local Environmental Plan 2015* applies to the subject land.

#### **1.2 Proposed Local Environmental Plans**

The subject land is affected by Planning Proposal MA2016/0008 which seeks various policy and housekeeping amendments to *Blacktown Local Environmental Plan 2015*. The proposed LEP amendments may affect how the land may be developed or used.

#### **1.3 State Environmental Planning Policies**

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

#### **1.4 Proposed State Environmental Planning Policies**

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

#### **1.5 Development control plans**

*Blacktown Development Control Plan 2015* applies to the subject land.

### **2. Zoning and land use under relevant environmental planning instruments**

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

## **2.1 Zoning**

Under *Blacktown Local Environmental Plan 2015*, the land is zoned:

### **Zone R2 Low Density Residential**

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

#### ***2 Permitted without consent***

*Home occupations*

#### ***3 Permitted with consent***

*Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Veterinary hospitals; Water reticulation systems*

#### ***4 Prohibited***

*Any development not specified in item 2 or 3.*

### **Proposed changes to the R2 Low Density Residential zone**

As part of the Planning Proposal listed in Section 1.2 of this Certificate, Council is seeking to make 'signage' permissible with consent in the R2 Low Density Residential zone.

## **2.2 Minimum land dimensions for the erection of a dwelling house**

Not applicable

## **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

#### **2.4 Conservation areas**

The land is not within a conservation area.

#### **2.5 Environmental Heritage**

The land does not contain an item of environmental heritage under the protection of Blacktown Local Environmental Plan 2015

### **3. Complying development**

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

### **4. Coastal protection**

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

### **5. Mine subsidence**

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

### **6. Road widening and road realignment**

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

### **7. Council and other public authority policies on hazard risk restrictions**

#### **7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)**

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

## **7.2 Other policies on hazard risk restrictions**

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

## **7a. Flood related development controls information**

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

## **8. Land reserved for acquisition**

Blacktown Local Environmental Plan 2015 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

## **9. Contributions plans**

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

*Contributions Plan No. 1 - 1980s Release Areas* applies to the subject land.

## **9a. Biodiversity certified land**

The land is not biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10. Biobanking agreements**

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

## **11. Bushfire prone land**

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due

to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

## **12. Property vegetation plans**

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

## **13. Orders under *Trees (Disputes Between Neighbours) Act 2006***

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

## **14. Site compatibility certificates and conditions for seniors housing**

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

## **15. Site compatibility certificates for infrastructure**

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

## **16. Site compatibility certificates and conditions for affordable rental housing**

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

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued



- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

## **19. Affected building notices and building product rectification orders**

### **19.1 Affected building notices**

Council is not aware of any affected building notice in force for the subject land.

### **19.2 Building product rectification orders**

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

## Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

### **SEPP (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

### **SEPP Building Sustainability Index (BASIX) 2004**

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

### **SEPP (Exempt and Complying Development Codes) 2008**

This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

### **SEPP (Sydney Region Growth Centres) 2006**

This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

### **SEPP (Housing for Seniors and People with a Disability) 2004**

This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, effective 12.10.07.

### **SEPP (Infrastructure) 2007**

The aim of this policy is to facilitate the orderly and economic use and development of rural

lands for rural and related purposes. This SEPP Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

**SEPP (Miscellaneous Consent Provisions) 2007**

This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

**SEPP (State Significant Precincts) 2005**

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Mining, Petroleum, Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP No. 1 - Development Standards**

Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

**SEPP No. 19 - Bushland in Urban Areas**

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**SEPP No. 21 - Caravan Parks**

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the *Local Government Act* in caravan parks and camping grounds are subject to the provisions of the *Caravan Parks Regulation*. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

**SEPP No. 30 - Intensive Agriculture**

Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

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Authorised by Blacktown City Council  
Proforma ID: 470351

End of Certificate

Application: **9878819**  
Your Ref: 17JA0002

30 April 2018

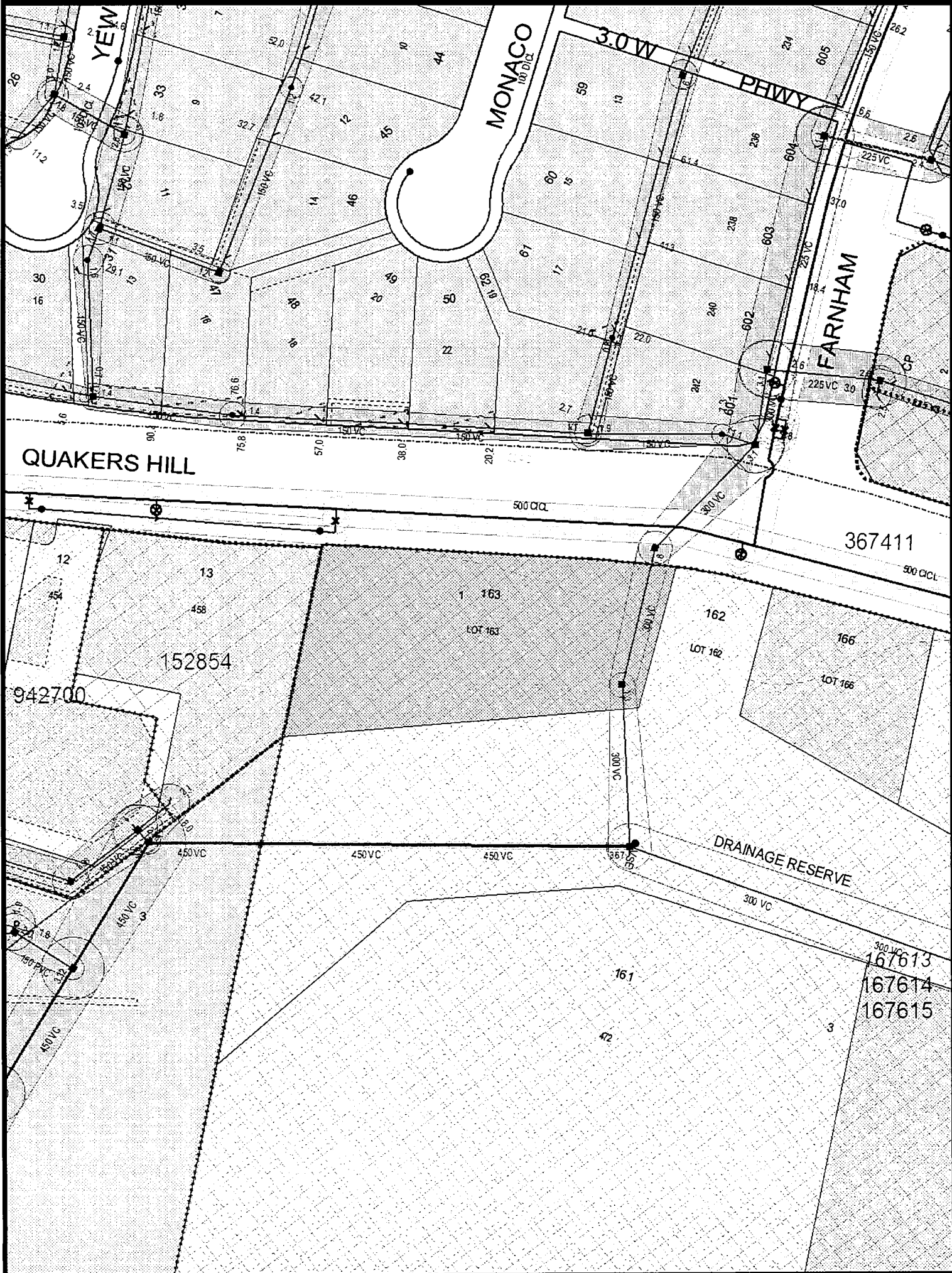
**Property details: LOT 163 LALOR RD, QUAKERS HILL 2763  
LOT 163 DP 829032**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



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



Application: 9693811  
Your Ref: 17JA0002

20 September 2017

Whom It May Concern

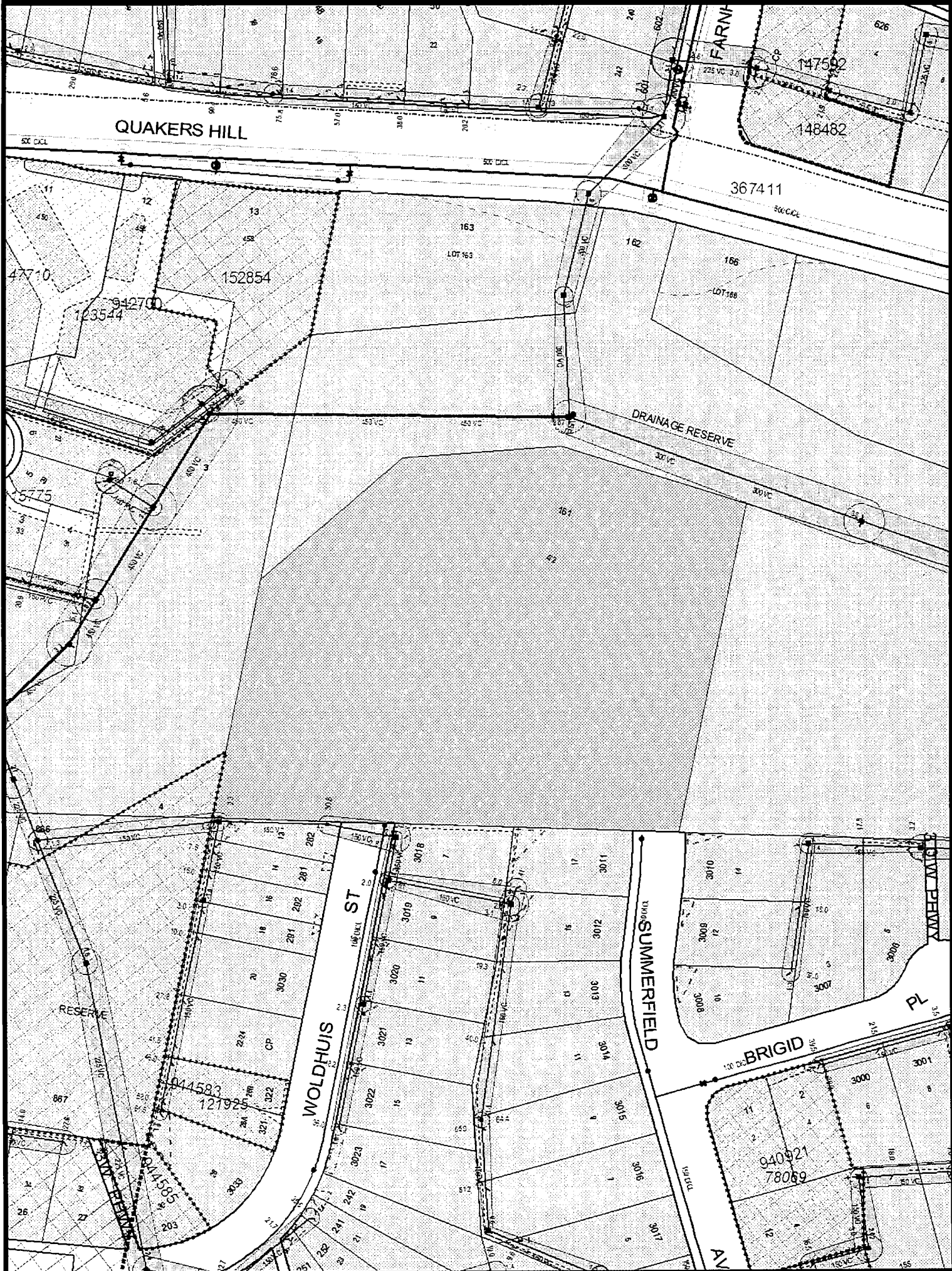
**Property: 472 QUAKERS HILL PKWY, QUAKERS HILL 2763  
LOT 161 DP 829032**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and advise that a diagram is not available as the property is currently **not served by a Sydney Water sewer main.**

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



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

Application: 9693804

Your Ref: 17JA0002

20 September 2017

Whom It May Concern

**Property: LOT 160 PYE RD, QUAKERS HILL 2763  
LOT 160 DP 829032**

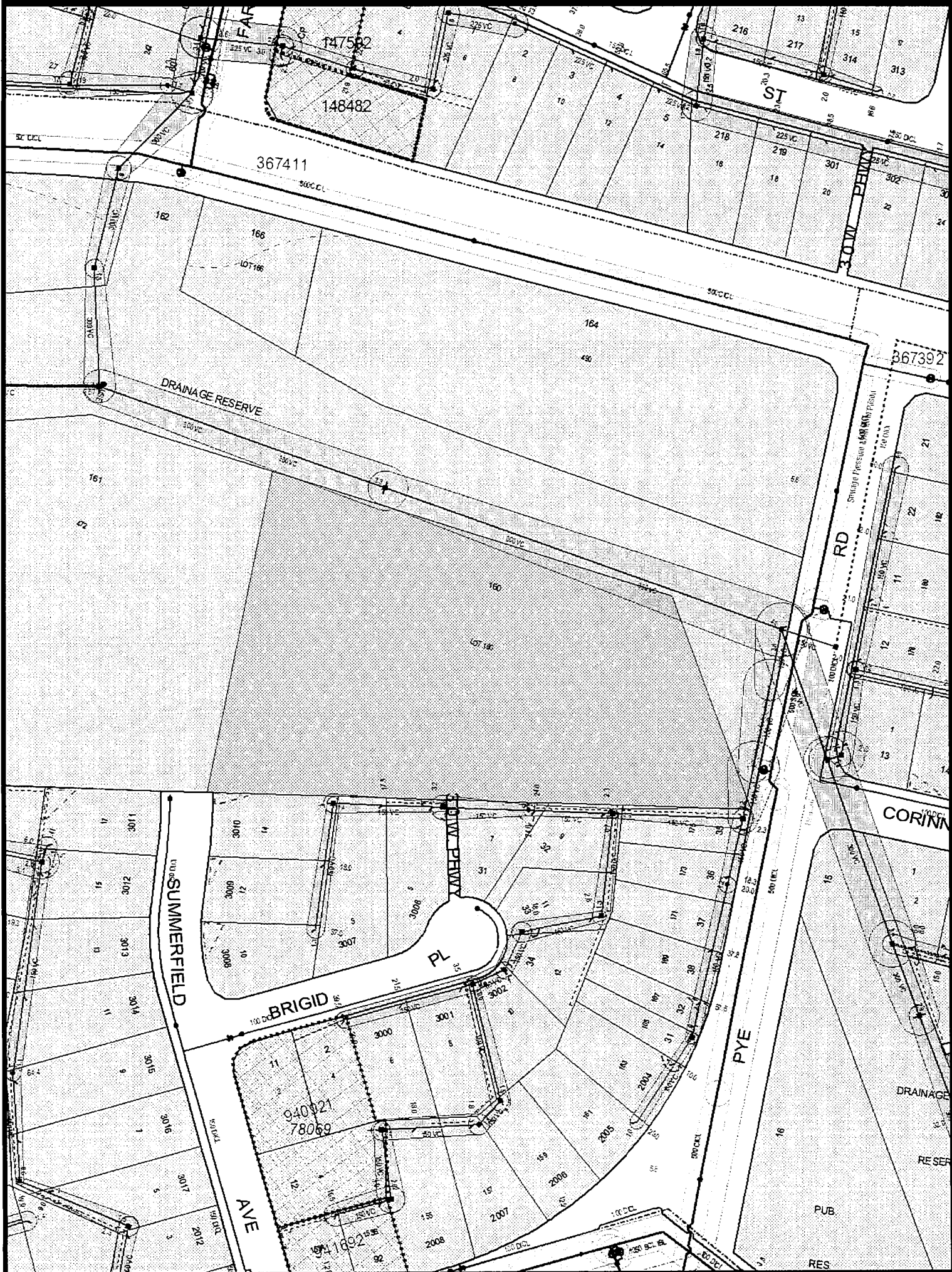
We refer to your application for a copy of a Sewer Service Diagram in respect of the above property and would advise that investigation has revealed that no sewer service diagram is available as we currently rate this property as vacant land.

Sydney Water sewer and water mains are available to serve this property.

The fee paid by you has been applied to defray the cost of searching Sydney Water's records and no refund will be issued.

Yours sincerely

Customer Property Services  
Customer Delivery



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

Application: 9693786  
Your Ref: 17JA0002

20 September 2017

Whom It May Concern

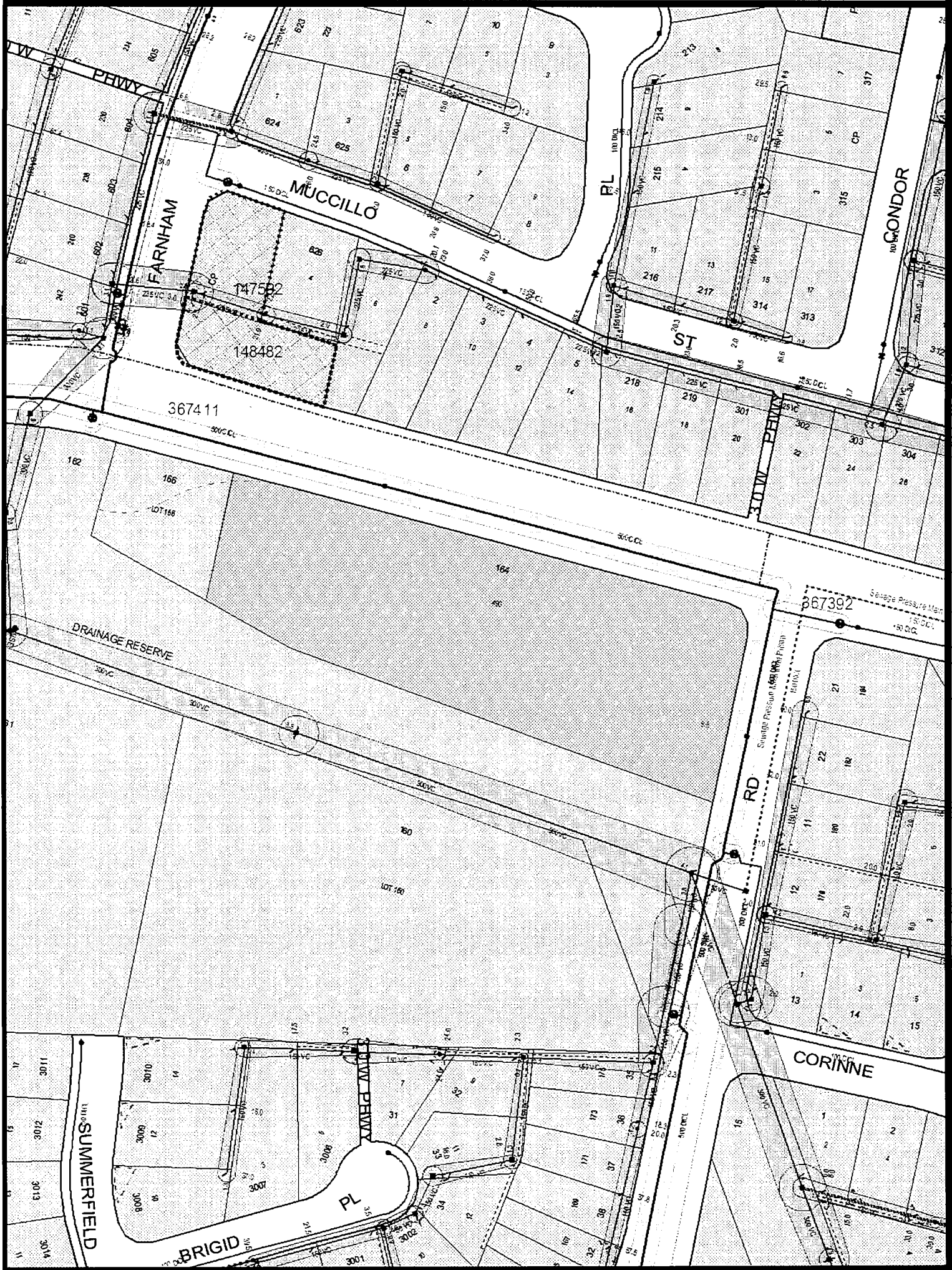
**Property: 490 QUAKERS HILL PKWY, QUAKERS HILL 2763  
LOT 164 DP 829032**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and advise that a diagram is not available as the property is currently **not served by a Sydney Water sewer main.**

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



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

Application: 9693769  
Your Ref: 17JA0002

20 September 2017

Whom It May Concern

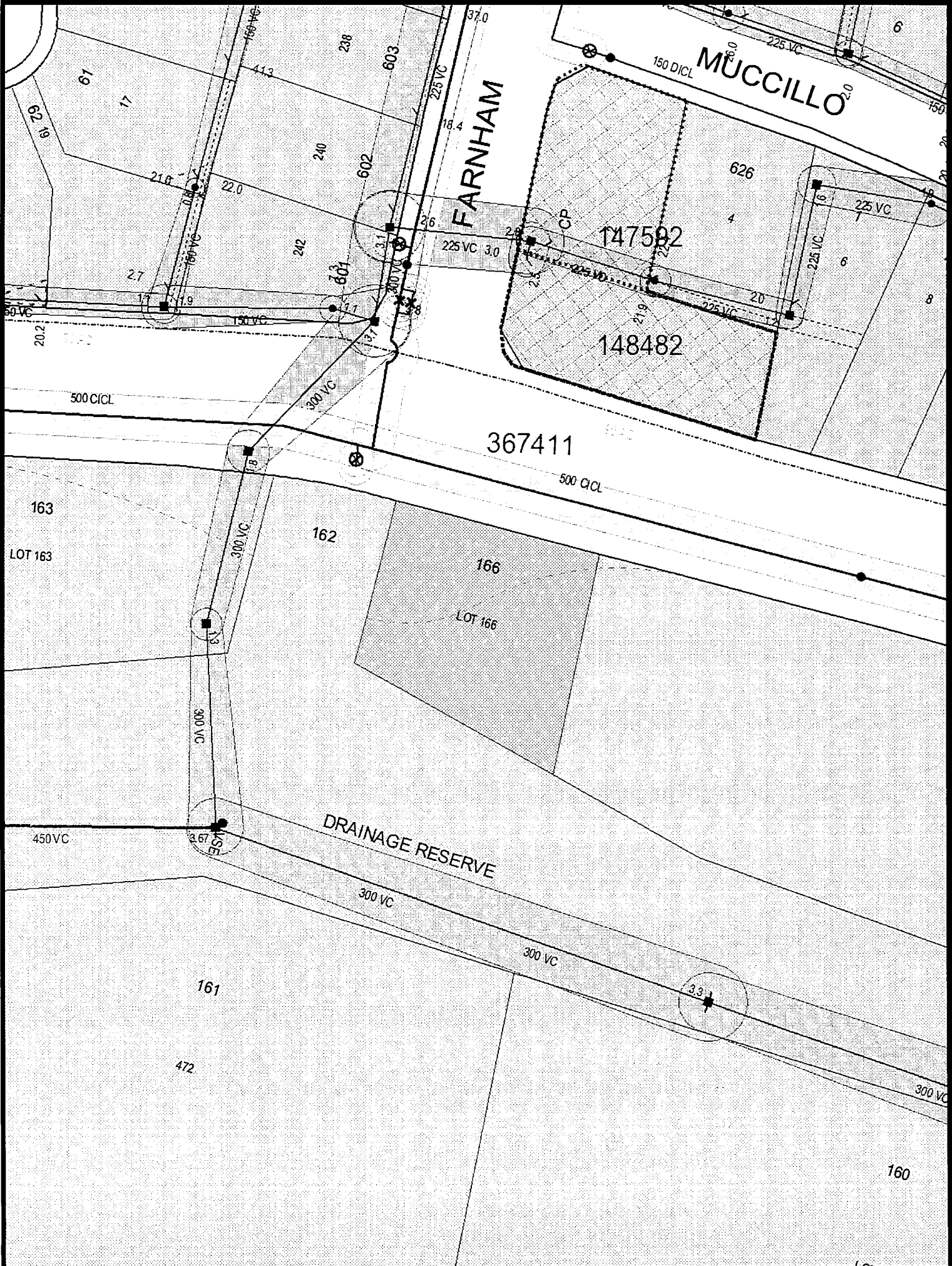
**Property: LOT 166 LALOR RD, QUAKERS HILL 2763  
LOT 166 DP 829032**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and advise that a diagram is not available as the property is currently **not served by a Sydney Water sewer main.**

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

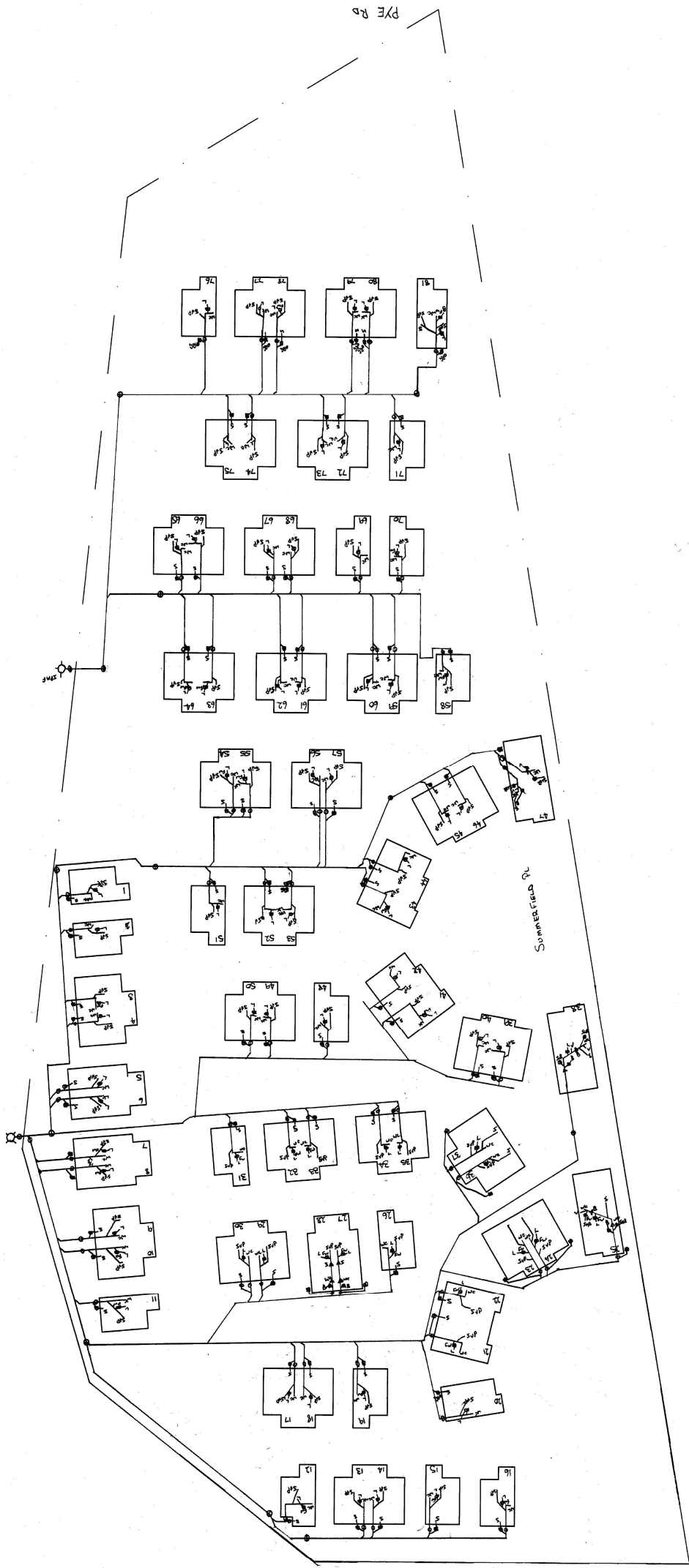
Yours sincerely

Customer Property Services  
Customer Services



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





# SEWER SERVICE DIAGRAM

Lot No. 160 DP No. 829032 House No. \_\_\_\_\_  
 SUBURB OF Quakers Hill Street PYE RD  
 Licence No. 247919 C LGA. BLACKTOWN  
 SCALE 1:200 Signature: ALM  
 Now / COC No. PA20201410 SSD No. \_\_\_\_\_ Date 3-5-21

- |   |   |   |   |  |  |  |
|---|---|---|---|--|--|--|
| <input type="checkbox"/> Chr<br><input type="checkbox"/> Pit<br><input type="checkbox"/> G<br><input type="checkbox"/> Pump Unit<br><input type="checkbox"/> Onsite Treatment System<br><input type="checkbox"/> Reflux Valve<br><input type="checkbox"/> Capped Point<br><input type="checkbox"/> Provisional (future) drain point | <input type="checkbox"/> Chamber<br><input type="checkbox"/> Pit<br><input type="checkbox"/> Grease Interceptor | <input type="checkbox"/> Sink (bar)<br><input type="checkbox"/> Trough (laundry)<br><input type="checkbox"/> Water Closet<br><input type="checkbox"/> Vertical Pipe<br><input type="checkbox"/> Waste Stack<br><input type="checkbox"/> Sewer Vent Pipe<br><input type="checkbox"/> Vent Pipe<br><input type="checkbox"/> Induct Pipe Mica Flap | BS<br>(L)<br>WC<br><input type="checkbox"/> /vert<br><input type="checkbox"/> /WS<br><input type="checkbox"/> /SVP<br><input type="checkbox"/> /V<br>IPMF | Air Admittance Valve<br>Basin<br>Bath Waste<br>Bidet<br>Clean Out<br>Floor Waste Gully<br>Shower<br>Sink (kitchen) | AAV<br>B<br>Bth<br>Bid<br>CO<br>FW<br>Shr<br>s | <input type="checkbox"/> Boundary Trap<br><input type="checkbox"/> Inspection Shaft<br><input type="checkbox"/> Inspection Opening<br><input checked="" type="checkbox"/> ORG Gully<br><input checked="" type="checkbox"/> FW<br><input type="checkbox"/> Vertical Junction<br><input type="checkbox"/> Sloped Junction<br><input type="checkbox"/> On Back Junction |
|---|---|---|---|--|--|--|

NOTES: • This diagram was supplied by the plumber/drafter whose licence number appears above.  
 • It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.  
 • Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.  
 • Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

PYE RD

SUMMERFIELDS PL



# Consumer Building Guide

## Mandatory information for consumers

**Builders and tradespeople must give you a copy of this guide** before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

## Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

## What to consider before work starts

### Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

## Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.

## Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

## Contracts and payments

**All contracts must be in writing.** The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

### Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may

not have the right kind of licence or HBC cover.

## When things go wrong

### Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

### Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

### Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.

## More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

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[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)  
Fair Trading enquiries 13 32 20  
TTY 1300 723 404  
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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UNIVERSAL PROPERTY GROUP PTY LIMITED  
C/o BHART BHUSHAN  
137 GILBA ROAD  
GIRRAWEE NSW 2145

Our reference: 2410509964838  
Phone: 13 28 66

27 January 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Reference number</b>             | 2410509964838                       |
| <b>Vendor name</b>                  | UNIVERSAL PROPERTY GROUP PTY LTD    |
| <b>Vendor address</b>               | 137 GILBA ROAD GIRRAWEE NSW 2145    |
| <b>Clearance certificate period</b> | 23 December 2020 to 12 January 2022 |

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

**UNIVERSAL PROPERTY GROUP PTY LIMITED - ABN 98078297748**

|    | <b>GROUP MEMBERS NAMES</b>                | <b>ABN</b>     |
|----|---|----------------|
| 1  | 1 UPG Pty Ltd                             | 94 631 596 953 |
| 2  | 2 UPG Pty Ltd                             | 11 631 783 269 |
| 3  | 3 UPG Pty Ltd                             | 99 631 783 643 |
| 4  | 4 UPG Pty Ltd                             | 65 631 783 938 |
| 5  | 5 UPG Pty Ltd                             | 17 631 784 042 |
| 6  | 51 UPG Pty Ltd                            | 84 631 784 391 |
| 7  | 52 UPG Pty Ltd                            | 71 631 784 711 |
| 8  | 53 UPG Pty Ltd                            | 20 631 784 935 |
| 9  | 54 UPG Pty Ltd                            | 51 631 785 058 |
| 10 | 55 UPG Pty Ltd                            | 29 631 785 343 |
| 11 | Bathla HV Pty Ltd                         | 37 604 561 257 |
| 12 | Brothers Property Development Pty Limited | 45 168 255 614 |
| 13 | Guntawong Developments Pty Ltd            | 39 619 274 501 |
| 14 | Omaxe Properties Pty Limited              | 66 165 558 467 |
| 15 | South Sydney Development No 2 Pty Ltd     | 86 635 633 957 |
| 16 | Universal HR Services Pty Ltd             | 53 633 198 517 |
| 17 | Universal Property Group Pty Limited      | 98 078 297 748 |
| 18 | UPG 1 Pty Limited                         | 72 163 638 346 |
| 19 | UPG 10 Pty Ltd                            | 29 602 511 473 |
| 20 | UPG 100 Pty Ltd                           | 46 636 005 055 |
| 21 | UPG 101 Pty Ltd                           | 69 636 508 686 |
| 22 | UPG 102 Pty Ltd                           | 35 636 508 480 |
| 23 | UPG 103 Pty Ltd                           | 90 636 508 711 |
| 24 | UPG 104 Pty Ltd                           | 22 636 508 800 |
| 25 | UPG 105 Pty Ltd                           | 20 636 508 855 |
| 26 | UPG 106 Pty Ltd                           | 17 637 713 690 |
| 27 | UPG 107 Pty Ltd                           | 28 637 713 798 |
| 28 | UPG 108 Pty Ltd                           | 99 637 714 026 |
| 29 | UPG 109 Pty Ltd                           | 14 637 714 044 |
| 30 | UPG 11 Pty Ltd                            | 84 603 449 770 |
| 31 | UPG 110 Pty Ltd                           | 16 637 714 053 |
| 32 | UPG 111 Pty Ltd                           | 53 637 714 651 |
| 33 | UPG 112 Pty Ltd                           | 18 637 714 062 |
| 34 | UPG 113 Pty Ltd                           | 29 637 714 106 |
| 35 | UPG 114 Pty Ltd                           | 33 637 714 124 |
| 36 | UPG 115 Pty Ltd                           | 31 637 714 179 |
| 37 | UPG 116 Pty Ltd                           | 66 638 440 016 |
| 38 | UPG 117 Pty Ltd                           | 95 638 440 141 |

|    |                 |                |
|----|-----------------|----------------|
| 39 | UPG 118 Pty Ltd | 89 638 440 178 |
| 40 | UPG 119 Pty Ltd | 17 638 440 249 |
| 41 | UPG 12 Pty Ltd  | 71 603 450 068 |
| 42 | UPG 120 Pty Ltd | 23 638 440 276 |
| 43 | UPG 121 Pty Ltd | 61 639 862 445 |
| 44 | UPG 122 Pty Ltd | 83 639 862 981 |
| 45 | UPG 123 Pty Ltd | 67 639 862 909 |
| 46 | UPG 124 Pty Ltd | 71 639 862 927 |
| 47 | UPG 125 Pty Ltd | 75 639 862 945 |
| 48 | UPG 126 Pty Ltd | 55 639 862 418 |
| 49 | UPG 127 Pty Ltd | 79 639 862 963 |
| 50 | UPG 128 Pty Ltd | 40 639 862 356 |
| 51 | UPG 129 Pty Ltd | 23 639 863 031 |
| 52 | UPG 13 Pty Ltd  | 51 603 449 627 |
| 53 | UPG 130 Pty Ltd | 44 639 863 120 |
| 54 | UPG 131 Pty Ltd | 73 641 742 412 |
| 55 | UPG 132 Pty Ltd | 75 641 742 421 |
| 56 | UPG 133 Pty Ltd | 51 641 741 951 |
| 57 | UPG 134 Pty Ltd | 69 641 742 458 |
| 58 | UPG 135 Pty Ltd | 77 641 742 494 |
| 59 | UPG 136 Pty Ltd | 88 641 742 538 |
| 60 | UPG 137 Pty Ltd | 11 641 742 592 |
| 61 | UPG 138 Pty Ltd | 22 641 742 636 |
| 62 | UPG 139 Pty Ltd | 24 641 744 265 |
| 63 | UPG 14 Pty Ltd  | 61 603 449 672 |
| 64 | UPG 140 Pty Ltd | 30 641 744 292 |
| 65 | UPG 141 Pty Ltd | 72 644 710 690 |
| 66 | UPG 142 Pty Ltd | 64 644 810 284 |
| 67 | UPG 143 Pty Ltd | 17 644 810 462 |
| 68 | UPG 144 Pty Ltd | 96 644 810 417 |
| 69 | UPG 145 Pty Ltd | 94 644 810 408 |
| 70 | UPG 146 Pty Ltd | 81 644 810 355 |
| 71 | UPG 147 Pty Ltd | 83 644 810 300 |
| 72 | UPG 148 Pty Ltd | 54 644 810 239 |
| 73 | UPG 149 Pty Ltd | 37 644 810 104 |
| 74 | UPG 15 Pty Ltd  | 76 605 447 130 |
| 75 | UPG 150 Pty Ltd | 14 644 810 006 |
| 76 | UPG 151 Pty Ltd | 22 645 463 350 |
| 77 | UPG 152 Pty Ltd | 80 645 463 216 |
| 78 | UPG 153 Pty Ltd | 14 645 463 378 |
| 79 | UPG 154 Pty Ltd | 18 645 463 396 |



|     |                   |                |
|-----|-------------------|----------------|
| 80  | UPG 155 Pty Ltd   | 35 645 463 403 |
| 81  | UPG 156 Pty Ltd   | 37 645 463 412 |
| 82  | UPG 157 Pty Ltd   | 39 645 463 421 |
| 83  | UPG 158 Pty Ltd   | 78 645 464 017 |
| 84  | UPG 159 Pty Ltd   | 74 645 464 884 |
| 85  | UPG 16 Pty Ltd    | 74 605 447 121 |
| 86  | UPG 160 Pty Ltd   | 76 645 464 893 |
| 87  | UPG 161 Pty Ltd   | 85 645 464 928 |
| 88  | UPG 162 Pty Ltd   | 87 645 464 937 |
| 89  | UPG 163 Pty Ltd   | 95 645 465 783 |
| 90  | UPG 164 Pty Ltd   | 74 645 465 630 |
| 91  | UPG 165 Pty Ltd   | 66 645 465 658 |
| 92  | UPG 166 Pty Ltd   | 70 645 465 676 |
| 93  | UPG 167 Pty Ltd   | 74 645 465 694 |
| 94  | UPG 168 Pty Ltd   | 93 645 465 710 |
| 95  | UPG 169 Pty Ltd   | 91 645 465 765 |
| 96  | UPG 17 Pty Ltd    | 72 605 447 112 |
| 97  | UPG 170 Pty Ltd   | 13 645 465 809 |
| 98  | UPG 171 Pty Ltd   | 66 646 772 572 |
| 99  | UPG 172 Pty Ltd   | 41 646 772 401 |
| 100 | UPG 173 Pty Ltd   | 33 646 772 429 |
| 101 | UPG 174 Pty Ltd   | 35 646 772 438 |
| 102 | UPG 175 Pty Ltd   | 11 646 772 714 |
| 103 | UPG 176 Pty Ltd   | 15 646 772 732 |
| 104 | UPG 177 Pty Ltd   | 19 646 772 750 |
| 105 | UPG 178 Pty Ltd   | 11 646 772 778 |
| 106 | UPG 179 Pty Ltd   | 13 646 772 787 |
| 107 | UPG 18 Pty Ltd    | 53 605 447 096 |
| 108 | UPG 180 Pty Ltd   | 32 646 772 803 |
| 109 | UPG 19 Pty Ltd    | 51 605 447 087 |
| 110 | UPG 2 Pty Limited | 74 163 638 355 |
| 111 | UPG 20 Pty Ltd    | 47 605 447 069 |
| 112 | UPG 21 Pty Ltd    | 83 607 946 529 |
| 113 | UPG 22 Pty Ltd    | 40 607 945 915 |
| 114 | UPG 23 Pty Ltd    | 44 607 945 933 |
| 115 | UPG 24 Pty Ltd    | 48 607 945 951 |
| 116 | UPG 25 Pty Ltd    | 42 607 945 924 |
| 117 | UPG 26 Pty Ltd    | 63 609 716 225 |
| 118 | UPG 27 Pty Ltd    | 61 609 716 216 |
| 119 | UPG 28 Pty Ltd    | 52 609 716 181 |
| 120 | UPG 29 Pty Ltd    | 75 609 707 806 |

|     |                   |                |
|-----|-------------------|----------------|
| 121 | UPG 3 Pty Limited | 76 163 638 364 |
| 122 | UPG 30 Pty Ltd    | 52 609 716 618 |
| 123 | UPG 31 Pty Ltd    | 39 610 452 321 |
| 124 | UPG 32 Pty Ltd    | 18 610 452 296 |
| 125 | UPG 33 Pty Ltd    | 22 610 452 250 |
| 126 | UPG 34 Pty Ltd    | 18 610 452 232 |
| 127 | UPG 35 Pty Ltd    | 22 610 452 214 |
| 128 | UPG 36 Pty Ltd    | 47 613 920 415 |
| 129 | UPG 37 Pty Ltd    | 30 613 920 344 |
| 130 | UPG 38 Pty Ltd    | 91 613 920 602 |
| 131 | UPG 39 Pty Ltd    | 40 613 920 826 |
| 132 | UPG 4 Pty Ltd     | 27 156 210 374 |
| 133 | UPG 40 Pty Ltd    | 98 613 921 001 |
| 134 | UPG 41 Pty Ltd    | 21 616 168 944 |
| 135 | UPG 42 Pty Ltd    | 53 616 169 450 |
| 136 | UPG 43 Pty Ltd    | 89 616 169 601 |
| 137 | UPG 44 Pty Ltd    | 98 616 170 435 |
| 138 | UPG 45 Pty Ltd    | 95 616 170 864 |
| 139 | UPG 46 Pty Ltd    | 44 618 362 959 |
| 140 | UPG 47 Pty Ltd    | 97 618 364 364 |
| 141 | UPG 48 Pty Ltd    | 39 618 365 745 |
| 142 | UPG 49 Pty Ltd    | 50 618 366 162 |
| 143 | UPG 5 Pty Limited | 77 168 989 768 |
| 144 | UPG 50 Pty Ltd    | 90 618 366 331 |
| 145 | UPG 51 Pty Ltd    | 45 619 481 579 |
| 146 | UPG 52 Pty Ltd    | 22 619 480 170 |
| 147 | UPG 53 Pty Ltd    | 60 619 480 330 |
| 148 | UPG 54 Pty Ltd    | 98 619 480 554 |
| 149 | UPG 55 Pty Ltd    | 51 619 480 732 |
| 150 | UPG 56 Pty Ltd    | 48 622 086 024 |
| 151 | UPG 57 Pty Ltd    | 68 622 086 551 |
| 152 | UPG 58 Pty Ltd    | 30 622 086 828 |
| 153 | UPG 59 Pty Ltd    | 84 622 087 870 |
| 154 | UPG 6 Pty Limited | 79 168 989 777 |
| 155 | UPG 60 Pty Ltd    | 36 622 087 665 |
| 156 | UPG 61 Pty Ltd    | 84 623 035 996 |
| 157 | UPG 62 Pty Ltd    | 44 623 036 573 |
| 158 | UPG 63 Pty Ltd    | 99 623 036 804 |
| 159 | UPG 64 Pty Ltd    | 66 623 037 034 |
| 160 | UPG 65 Pty Ltd    | 23 623 037 230 |
| 161 | UPG 66 Pty Ltd    | 49 623 390 134 |

|     |                    |                |
|-----|--------------------|----------------|
| 162 | UPG 67 Pty Ltd     | 29 623 390 929 |
| 163 | UPG 68 Pty Ltd     | 91 623 391 122 |
| 164 | UPG 69 Pty Ltd     | 55 623 391 408 |
| 165 | UPG 7 Pty Ltd      | 22 602 423 530 |
| 166 | UPG 70 Pty Ltd     | 48 623 391 819 |
| 167 | UPG 71 Pty Ltd     | 93 625 490 726 |
| 168 | UPG 72 Pty Ltd     | 72 625 493 067 |
| 169 | UPG 73 Pty Ltd     | 22 625 493 674 |
| 170 | UPG 74 Pty Ltd     | 68 625 494 680 |
| 171 | UPG 75 Pty Ltd     | 82 625 495 105 |
| 172 | UPG 76 Pty Limited | 70 626 972 129 |
| 173 | UPG 77 Pty Limited | 95 626 973 046 |
| 174 | UPG 78 Pty Limited | 52 626 973 242 |
| 175 | UPG 79 Pty Limited | 45 626 973 653 |
| 176 | UPG 8 Pty Ltd      | 92 602 511 740 |
| 177 | UPG 80 Pty Limited | 83 626 973 877 |
| 178 | UPG 81 Pty Ltd     | 48 630 264 658 |
| 179 | UPG 82 Pty Ltd     | 84 630 264 809 |
| 180 | UPG 83 Pty Ltd     | 59 630 265 011 |
| 181 | UPG 84 Pty Ltd     | 95 630 265 226 |
| 182 | UPG 85 Pty Ltd     | 73 630 265 511 |
| 183 | UPG 86 Pty Ltd     | 76 633 514 440 |
| 184 | UPG 87 Pty Ltd     | 61 633 514 815 |
| 185 | UPG 88 Pty Ltd     | 28 633 515 045 |
| 186 | UPG 89 Pty Ltd     | 47 633 515 189 |
| 187 | UPG 9 Pty Ltd      | 42 602 511 526 |
| 188 | UPG 90 Pty Ltd     | 40 633 515 536 |
| 189 | UPG 91 Pty Ltd     | 47 634 550 753 |
| 190 | UPG 92 Pty Ltd     | 66 634 550 833 |
| 191 | UPG 93 Pty Ltd     | 83 634 550 904 |
| 192 | UPG 94 Pty Ltd     | 25 634 551 027 |
| 193 | UPG 95 Pty Ltd     | 37 634 551 081 |
| 194 | UPG 96 Pty Ltd     | 84 636 004 405 |
| 195 | UPG 97 Pty Ltd     | 14 636 004 549 |
| 196 | UPG 98 Pty Ltd     | 37 636 004 647 |
| 197 | UPG 99 Pty Ltd     | 56 636 004 727 |

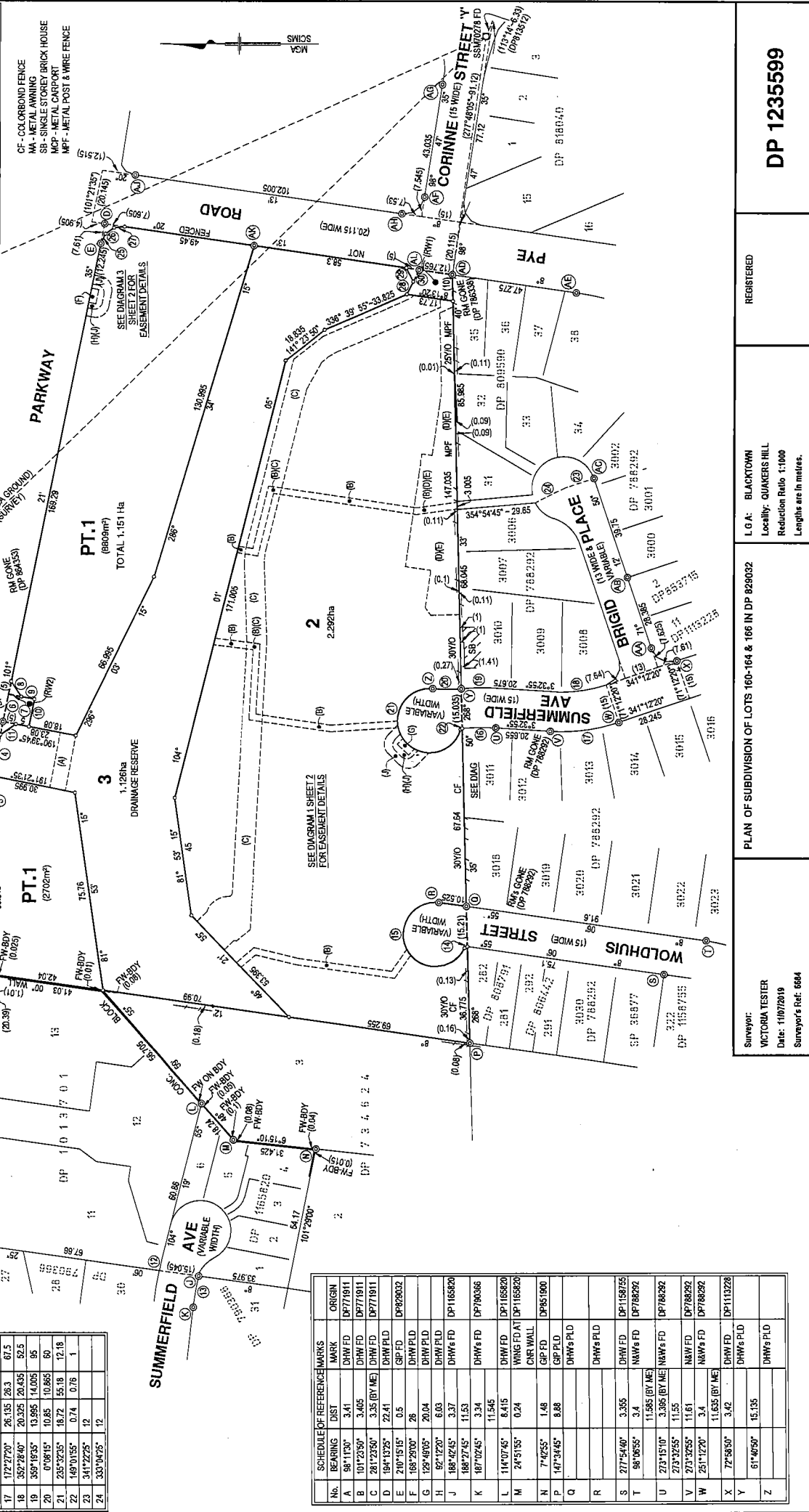
| SCHEDULE OF SHORT & CURVED LINES |            |        |            |       |        |
|----------------------------------|------------|--------|------------|-------|--------|
| No.                              | BEARING    | CHORD  | ARC RADIUS | ARC   | RADIUS |
| 1                                | 67°51'30"  | 6.615  |            | 4.02  | 5.15   |
| 2                                | 181°12'50" | 4.8    |            | 4.015 | 5.15   |
| 3                                | 100°38'40" | 5      | 200        | 4.02  | 5.15   |
| 4                                | 277°37'45" | 16.04  | 16.045     | 3.415 | 5.15   |
| 5                                | 97°29'45"  | 19.785 | 16.795     | 5.82  | 5.15   |
| 6                                | 281°21'35" | 10.575 |            | 5     | 5.15   |
| 7                                | 190°39'45" | 7.03   |            | 5     | 5.15   |
| 8                                | 56°00'40"  | 10.575 |            | 5     | 5.15   |
| 9                                | 190°39'45" | 7.03   |            | 5     | 5.15   |
| 10                               | 281°21'35" | 10.575 |            | 5     | 5.15   |
| 11                               | 103°21'25" | 4.52   | 4.52       | 19.25 | 117.5  |
| 12                               | 103°21'25" | 12.05  | 12.055     | 117.5 | 117.5  |
| 13                               | 279°59'25" | 12.05  | 12.055     | 117.5 | 117.5  |
| 14                               | 333°40'10" | 1.235  | 1.355      | 1     | 1      |
| 15                               | 60°43'35"  | 19.77  | 53.46      | 12.18 | 12.18  |
| 16                               | 359°00'05" | 12.69  | 12.7       | 61.5  | 61.5   |
| 17                               | 172°27'20" | 26.135 | 26.3       | 61.5  | 61.5   |
| 18                               | 357°28'40" | 20.325 | 20.45      | 92.5  | 92.5   |
| 19                               | 357°28'40" | 13.995 | 14.005     | 95    | 95     |
| 20                               | 0°09'15"   | 10.85  | 10.865     | 60    | 60     |
| 21                               | 235°32'35" | 18.72  | 55.18      | 12.18 | 12.18  |
| 22                               | 149°01'55" | 0.74   | 0.76       | 1     | 1      |
| 23                               | 341°22'25" | 12     |            | 12    | 12     |
| 24                               | 333°04'25" | 12     |            | 12    | 12     |

| SCHEDULE OF REFERENCE MARKS |            |               |            |           |
|-----------------------------|------------|---------------|------------|-----------|
| No.                         | BEARING    | DIST          | MARK       | ORIGIN    |
| AA                          | 181°12'50" | 3.4           | MAW'S FD   | DP788292  |
| AB                          | 181°13'55" | 3.395         | DHW'6 FD   | DP1113228 |
| AC                          | 181°12'50" | 3.75          | MAW'S FD   | DP788292  |
| AD                          | 282°10'35" | 17.745        | DHW'6 FD   | DP788292  |
| AE                          | 359°48'50" | 15.265        | MAW'S FD   | DP788292  |
| AF                          | 8°47'35"   | 3.36          | DHW'6 FD   | DP8103512 |
| AG                          | 311°50'05" | 11.6          | DHW'6 FD   | DP8103512 |
| AH                          | 8°14'30"   | 3.565 (BY ME) | DHW'6 FD   | DP8103512 |
| AJ                          | 41°11'50"  | 6.4           | DHW'6 FD   | DP7903656 |
| AK                          |            |               | DHW'6 P.D. |           |
| AL                          |            |               | DHW'6 P.D. |           |

| COORDINATE SCHEDULE |         |          |       |       |        |       |
|---------------------|---------|----------|-------|-------|--------|-------|
| MARK                | EASTING | NORTHING | CLASS | ORDER | METHOD | STATE |
| SSM45375            | 935.907 | 628.982  | 1/18  | B     | 2      | SCMS  |
| SSM45377            | 935.851 | 628.913  | 1/18  | B     | 2      | SCMS  |
| SSM45378            | 936.033 | 629.547  | 1/18  | B     | 2      | SCMS  |
| SSM70276            | 136.103 | 629.547  | 1/18  | B     | 2      | SCMS  |

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 |         |          |       |       |        |       |
|---|---------|----------|-------|-------|--------|-------|
| MARK  | EASTING | NORTHING | CLASS | ORDER | METHOD | STATE |
| SSM45375  | 935.907 | 628.982  | 1/18  | B     | 2      | SCMS  |
| SSM45377  | 935.851 | 628.913  | 1/18  | B     | 2      | SCMS  |
| SSM45378  | 936.033 | 629.547  | 1/18  | B     | 2      | SCMS  |
| SSM70276  | 136.103 | 629.547  | 1/18  | B     | 2      | SCMS  |

| SCHEDULE OF REFERENCE MARKS |            |                |                       |           |
|-----------------------------|------------|----------------|-----------------------|-----------|
| No.                         | BEARING    | DIST           | MARK                  | ORIGIN    |
| A                           | 98°11'30"  | 3.41           | DHW'6 FD              | DP771911  |
| B                           | 101°23'30" | 3.405          | DHW'6 FD              | DP771911  |
| C                           | 281°23'30" | 3.35 (BY ME)   | DHW'6 FD              | DP771911  |
| D                           | 184°12'30" | 22.41          | DHW'6 P.D.            | DP829032  |
| E                           | 210°15'15" | 0.5            | GP P.D.               |           |
| F                           | 189°29'00" | 26             | DHW'6 P.D.            |           |
| G                           | 129°49'05" | 20.04          | DHW'6 P.D.            |           |
| H                           | 92°12'20"  | 6.03           | DHW'6 P.D.            |           |
| J                           | 188°42'45" | 3.37           | DHW'6 FD              | DP1165820 |
| K                           | 189°27'45" | 11.53          | DHW'6 FD              | DP1165820 |
| L                           | 187°02'45" | 11.545         | DHW'6 FD              | DP790366  |
| M                           | 114°07'45" | 8.415          | DHW'6 FD              | DP1165820 |
| N                           | 24°51'55"  | 0.24           | WING F.D. AT CAR WALL | DP1165820 |
| O                           | 7°42'55"   | 1.48           | GP P.D.               | DP851900  |
| P                           | 147°34'45" | 8.88           | GP P.D.               |           |
| Q                           |            |                | DHW'6 P.D.            |           |
| R                           |            |                | DHW'6 P.D.            |           |
| S                           | 277°54'40" | 3.355          | DHW'6 FD              | DP1158725 |
| T                           | 98°16'55"  | 3.4            | MAW'S FD              | DP788292  |
| U                           | 273°15'10" | 11.585 (BY ME) | MAW'S FD              | DP788292  |
| V                           | 273°25'5"  | 11.55          | MAW'S FD              | DP788292  |
| W                           | 251°12'20" | 1.161          | MAW'S FD              | DP788292  |
| X                           | 72°58'50"  | 3.42           | DHW'6 P.D.            | DP1113228 |
| Y                           | 61°40'50"  | 15.135         | DHW'6 P.D.            |           |
| Z                           |            |                | DHW'6 P.D.            |           |



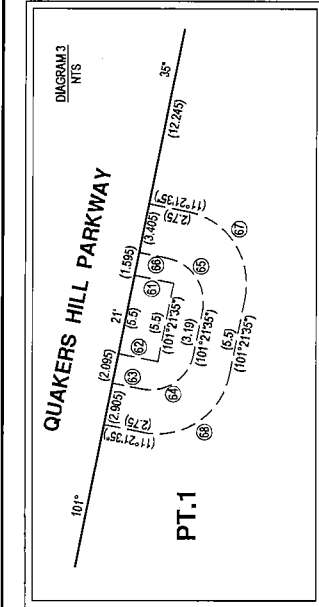
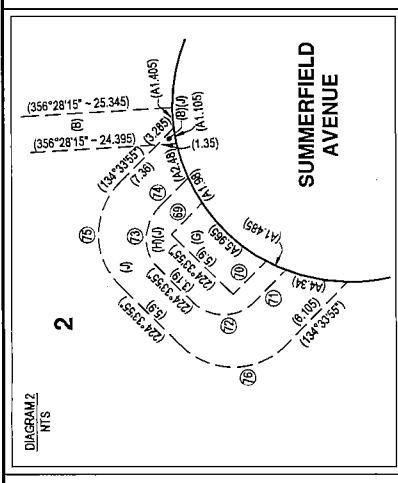
**PLAN OF SUBDIVISION OF LOTS 160-164 & 166 IN DP 928032**

Surveyor: **VICTORIA TESTER**  
 Date: 11/07/2019  
 Surveyor's Ref. 5684

L.G.A.: **BLACKTOWN**  
 Locality: **QUAKERS HILL**  
 Reduction Ratio 1:1000  
 Lengths are in metres.

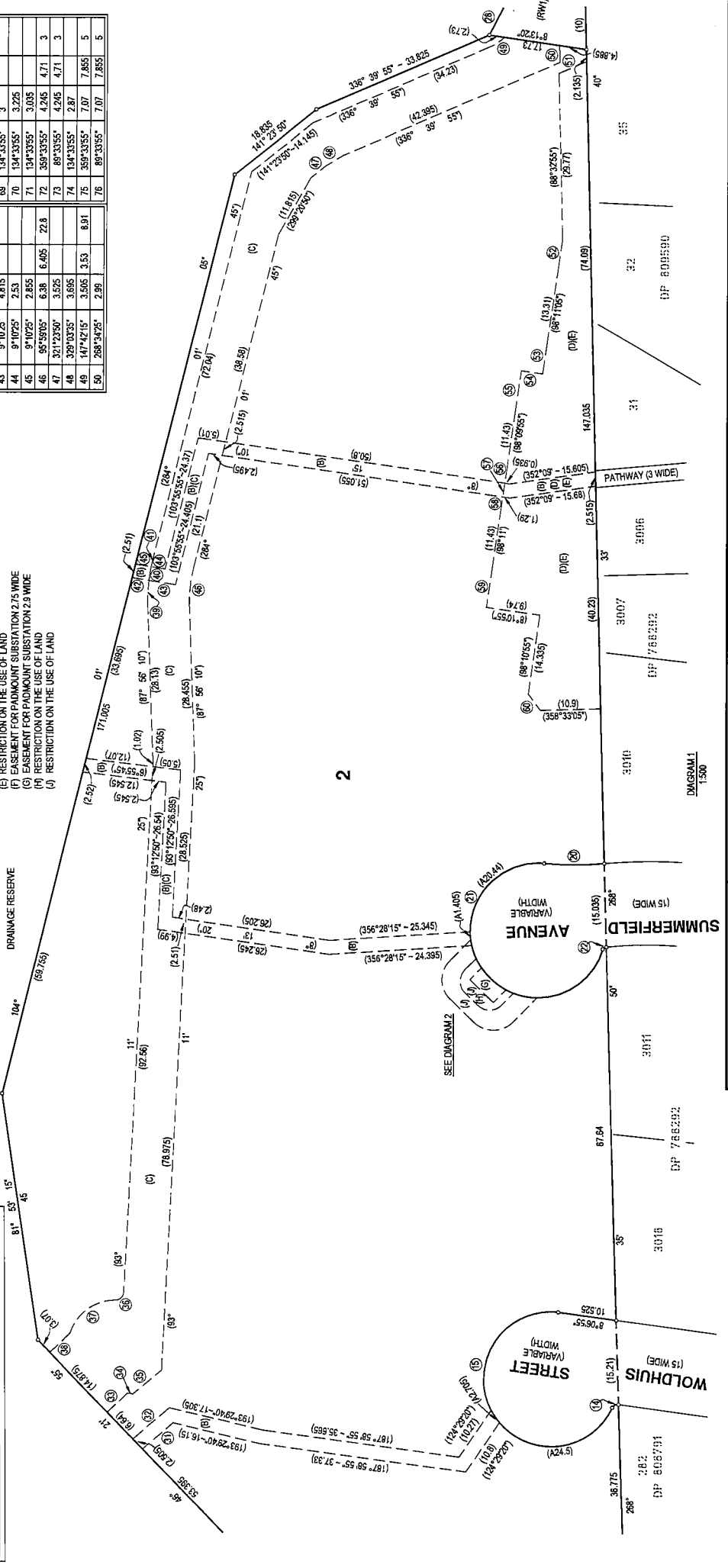
**REGISTERED**

**DP 1235599**



| SCHEDULE OF SHORT & CURVED LINES |            |        |            | SCHEDULE OF SHORT & CURVED LINES |            |       |            |
|----------------------------------|------------|--------|------------|----------------------------------|------------|-------|------------|
| No.                              | BEARING    | CHORD  | ARC RADIUS | No.                              | BEARING    | CHORD | ARC RADIUS |
| 14                               | 333°40'10" | 1.265  | 1.355      | 51                               | 158°43'25" | 5.44  |            |
| 15                               | 80°43'35"  | 19.77  | 53.46      | 52                               | 98°16'15"  | 5.45  |            |
| 20                               | 0°10'15"   | 10.85  | 10.865     | 60                               | 98°10'35"  | 5.97  |            |
| 21                               | 233°32'35" | 18.72  | 55.18      | 54                               | 188°11'00" | 3.92  |            |
| 22                               | 149°01'55" | 0.74   | 0.76       | 55                               | 97°35'50"  | 7     |            |
| 28                               | 287°01'20" | 5.415  |            | 56                               | 98°12'55"  | 2.015 |            |
| 31                               | 139°24'30" | 7.22   |            | 57                               | 98°12'55"  | 2.5   |            |
| 32                               | 139°24'30" | 8.63   |            | 58                               | 98°12'55"  | 1.8   |            |
| 33                               | 316°21'55" | 4.985  |            | 59                               | 98°10'50"  | 7     |            |
| 34                               | 188°05'20" | 0.955  | 0.98       | 60                               | 53°10'15"  | 3.675 |            |
| 35                               | 320°20'05" | 6.78   | 2.28       | 61                               | 11°21'35"  | 2.75  |            |
| 36                               | 316°46'35" | 2.07   | 2.28       | 62                               | 11°21'35"  | 2.75  |            |
| 37                               | 323°58'10" | 10.085 | 10.8       | 63                               | 11°21'35"  | 2.06  |            |
| 38                               | 316°22'05" | 5.025  |            | 64                               | 376°21'35" | 4.245 | 4.71       |
| 39                               | 97°19'30"  | 4.535  | 30.3       | 65                               | 236°21'35" | 4.245 | 4.71       |
| 40                               | 98°52'30"  | 2.5    | 2.5        | 66                               | 11°21'35"  | 2.06  |            |
| 41                               | 102°38'05" | 1.475  | 1.475      | 67                               | 236°21'35" | 7.07  | 7.855      |
| 42                               | 9°10'25"   | 3.08   |            | 68                               | 336°21'35" | 7.07  | 7.855      |
| 43                               | 9°10'25"   | 4.815  |            | 69                               | 134°33'55" | 3     |            |
| 44                               | 9°10'25"   | 2.855  |            | 70                               | 134°33'55" | 3.025 |            |
| 45                               | 9°10'25"   | 2.53   |            | 71                               | 134°33'55" | 3.025 |            |
| 46                               | 95°59'05"  | 6.38   | 6.405      | 72                               | 359°33'55" | 4.245 | 4.71       |
| 47                               | 321°23'50" | 3.525  |            | 73                               | 89°33'55"  | 4.245 | 4.71       |
| 48                               | 329°03'35" | 3.695  |            | 74                               | 134°33'55" | 2.87  | 7.855      |
| 49                               | 147°42'15" | 3.505  | 3.53       | 75                               | 359°33'55" | 7.07  | 7.855      |
| 50                               | 288°24'25" | 2.99   |            | 76                               | 89°33'55"  | 7.07  | 7.855      |

- (B) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
- (C) RIGHT OF CARRIAGEWAY 7.5 WIDE & VARIABLE
- (D) POSITIVE COVENANT
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (G) EASEMENT FOR PADMOUNT SUBSTATION 2.9 WIDE
- (H) RESTRICTION ON THE USE OF LAND
- (I) RESTRICTION ON THE USE OF LAND



Surveyor:  
VICTORIA TESTER  
Date: 11/07/2019  
Surveyor's Ref: 5664

PLAN OF SUBDIVISION OF LOTS 160-164 & 166 IN DP 829032

L.G.A.: BLACKTOWN  
Locality: QUAKERS HILL  
Reduction Ratio: 1:500  
Lengths are in metres.

REGISTERED

DP 1235599

**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**

Lengths are in metres

(Sheet 1 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**Full name and address of the owner of the land:** UPG 18 Pty Limited  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

| No. of item shown in the intention panel on the plan | Identity of easements, restrictions and positive covenants to be created and referred to in the plan | Burdened lot(s) or parcel(s) | Benefited lot(s) or Prescribed Authorities |
|--|--|------------------------------|--|
| 1  | Restriction on the Use of Land   | 1 & 2                        | Blacktown City Council                     |
| 2  | Positive Covenant  | 1 & 2                        | Blacktown City Council                     |
| 3  | Restriction on the Use of Land   | 1 & 2                        | Blacktown City Council                     |
| 4  | Positive Covenant  | 1                            | Blacktown City Council                     |
| 5  | Positive Covenant  | 2                            | Blacktown City Council                     |
| 6  | Positive Covenant  | 2                            | Blacktown City Council                     |
| 7  | Easement for Drainage of Water 2.5 Wide (B)  | 2                            | Blacktown City Council                     |
| 8  | Right of Carriageway 7.5 Wide & Variable (C)   | 2                            | Blacktown City Council                     |
| 9  | Positive Covenant  | Part 2                       | Blacktown City Council                     |
| 10   | Positive Covenant (D)  | Part 2 designated (D)        | Blacktown City Council                     |
| 11   | Restriction on the Use of Land (E)   | Part 2 designated (E)        | Blacktown City Council                     |
| 12   | Restriction on the Use of Land   | 1                            | Blacktown City Council                     |
| 13   | Restriction on the Use of Land   | 2                            | Blacktown City Council                     |

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 2 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 1**

| <b>No. of item shown in the intention panel on the plan</b> | <b>Identity of easements, restrictions and positive covenants to be created and referred to in the plan</b> | <b>Burdened lot(s) or parcel(s)</b>           | <b>Benefited lot(s) or Prescribed Authorities</b>                          |
|---|---|---|--|
| 14  | Easement for Padmount Substation 2.75 Wide (F)  | 1   | Epsilon Distribution Ministerial Holding Corporation<br>ABN 59 253 130 878 |
| 15  | Easement for Padmount Substation 2.9 Wide (G)   | 2   | Epsilon Distribution Ministerial Holding Corporation<br>ABN 59 253 130 878 |
| 16  | Restriction on the Use of Land (H)  | Part 1 designated (H) & Part 2 designated (H) | Epsilon Distribution Ministerial Holding Corporation<br>ABN 59 253 130 878 |
| 17  | Restriction on the Use of Land (J)  | Part 1 designated (J) & Part 2 designated (J) | Epsilon Distribution Ministerial Holding Corporation<br>ABN 59 253 130 878 |

**PART 1A**

| <b>No. of item shown in the intention panel on the plan</b> | <b>Identity of easements to be released and referred to in the plan</b> | <b>Burdened lot(s) or parcel(s)</b> | <b>Benefited lot(s) or Prescribed Authorities</b> |
|---|---|-------------------------------------|---|
| 1   | Easement for Support (U347296)  | 162/829032<br><br>162/829032        | 160/829032 &<br>161/829032<br><br>164/829032      |

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 3 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**1. Terms of Restriction on the Use of Land numbered 1 in the plan**

The development shall be completed in accordance with the requirements of Development Application No. 14/2630 approved by Land Environment Court of New South Wales, proceeding No. 201/00152783, dated 30<sup>th</sup> December 2016.

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

**2. Terms of Positive Covenant on the Use of Land numbered 2 in the plan**

- 2.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will:
- a. Keep the overland flowpath 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 overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.
  - 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 overland flowpath and the state of construction, maintenance or repair of the overland flowpath, for compliance with the requirements of this covenant.
  - d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the overland flowpath 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
- 2.2 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 2.1(d) above.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer



**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**

Lengths are in metres

(Sheet 4 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

(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 subparagraph 2.2(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.

2.3 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, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by Blacktown City Council as Construction Certificate Number: CC-17-00368 on 13<sup>th</sup> July 2018.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 2 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 5 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

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

The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath 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 overland flowpath from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to the overland flowpath.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

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

For the purposes of this covenant, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates, weirs and surfaces designed to convey stormwater through the site) shown on the plans approved by approved by Blacktown City Council as Construction Certificate Number: CC-17-00368 on 13<sup>th</sup> July 2018.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 3 in the plan is **Blacktown City Council**

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.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 6 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**4. Terms of Positive Covenant on the Use of Land numbered 4 in the plan**

- 4.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to driveway access and supporting culverts (hereinafter referred to as "the driveway") contained within the Easement for Access created by Transfer U347296 and shown (A) on the plan that they will:
- (a) Maintain the driveway and supporting culverts at the sole expense of the registered proprietor(s) in consultation with Council and to Council's standard and satisfaction.
  - (b) 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 driveway and the state of construction, maintenance or repair of the driveway, for compliance with the requirements of this covenant.
  - (c) 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 driveway 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
- 4.2 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 4.1(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 subparagraph 4.2(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.

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.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 7 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

- 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.

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

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 4 is **Blacktown City Council**

**5. Terms of Positive Covenant on the Use of Land numbered 5 in the plan**

- 5.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to all pipelines and associated structures (hereinafter referred to as "the system") contained within Easement for Drainage of Water 2.5 Wide denoted (B) on the plan that they will:
- (a) Maintain the system at the sole expense of the registered proprietor(s) in consultation with Council and to Council's standard and satisfaction.
  - (b) 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.
  - (c) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 8 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

5.2 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 5.1(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 subparagraph 5.2(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.

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

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 5 is **Blacktown City Council**

**6. Terms of Positive Covenant on the Use of Land numbered 6 in the plan**

6.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to driveway access (hereinafter referred to as "the driveway") contained within the Right of Carriageway 7.5 Wide & Variable denoted (C) on the plan that they will:

- (a) Maintain the driveway at the sole expense of the registered proprietor(s) in consultation with Council and to Council's standard and satisfaction.

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.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 9 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

- (b) 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 driveway and the state of construction, maintenance or repair of the driveway, for compliance with the requirements of this covenant.
- (c) 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 driveway 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

6.2 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 6.1(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 subparagraph 6.2(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.

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

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 6 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 10 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**7. Terms of Right of Carriageway numbered 8 in the plan**

Terms of Right of Carriageway as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:

"Provided that the benefited party and all persons authorised by him will:

- a) Not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
- b) Not drive a vehicle of Tare weight in excess of 1500kg over the site of this easement.
- c) Not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered 8 in the plan is **Blacktown City Council**.

**8. Terms of Positive Covenant numbered 9 in the plan**

The proprietor of the lot(s) hereby burdened will in respect of the right of carriageway 7.5 Wide & Variable designated (C) on the plan:

- (a) Maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former conditions and
- (c) The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the benefited authority to pass across the burdened lot.

Name of Authority having the power to release vary or modify the terms of positive covenant numbered 9 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 11 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**9. Terms of Positive Covenant numbered 10 in the plan**

The proprietor of the lot(s) hereby burdened will in respect of the positive covenant site designated (D) on the plan shall maintain the snail reserve contained within the positive covenant site in terms with the approved Snail and CPW Reserve Vegetation Management Plan prepared by Gunninah dated December 2016 held on Council File: CC-17-00368. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release vary or modify the terms of positive covenant numbered 9 in the plan is **Blacktown City Council**.

**10. Terms of Restriction on the Use of Land numbered 11 in the plan**

The proprietor of the lot(s) hereby burdened will in respect of the restriction site designated (E) on the plan shall not:

- (a) access the snail reserve contained within the restriction site unless in accordance with the approved Snail and CPW Reserve Vegetation Management Plan prepared by Gunninah dated December 2016.
- (b) Dump or store materials or waste including garden waste, lawn clippings and like within the restriction site
- (c) Remove any leaf litter or vegetation from the restriction site.

A copy of the Snail and CPW Reserve Vegetation Management Plan prepared by Gunninah dated December 2016 is held on Council File: CC-17-00368. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release vary or modify the terms of positive covenant numbered 11 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer



**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**

Lengths are in metres

(Sheet 12 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**11. Terms of Restriction on the Use of Land numbered 12 in the plan**

There shall be no direct vehicular access to and/or from Quakers Hill Parkway to and/or from the lot burdened. Access to Quakers Hill Parkway shall only occur from the road widening denoted (RW2) on the plan.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 12 is **Blacktown City Council**

**12. Terms of Restriction on the Use of Land numbered 13 in the plan**

There shall be no direct vehicular access to and/or from Pye Road to and/or from the lot burdened. Access to Pye Road shall only occur from the road widening denoted (RW1) on the plan.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 13 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 13 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**13. Terms of Easement numbered 14 in the plan**

13.1 Definitions

- 13.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 13.1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 13.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 13.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 13.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 13.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 13.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

13.2 Epsilon Distribution Ministerial Holding Corporation may:

- 13.2.1 install electrical equipment within the easement site,
- 13.2.2 excavate the easement site to install the electrical equipment.
- 13.2.3 use the electrical equipment for the transmission of electricity,
- 13.2.4 enter the lot burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 13.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 13.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 14 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

- 13.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 13.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 13.4.1 install or permit to be installed any services or structures within the easement site, or
- 13.4.2 alter the surface level of the easement site, or
- 13.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 13.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 13.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 13.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledge 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.
- 13.6.2 The owner must do all things reasonable 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 Easement numbered 14 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 15 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**14. Terms of Easement numbered 15 in the plan**

14.1 Definitions

- 14.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 14.1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 14.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 14.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 14.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 14.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 14.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

14.2 Epsilon Distribution Ministerial Holding Corporation may:

- 14.2.1 install electrical equipment within the easement site,
- 14.2.2 excavate the easement site to install the electrical equipment.
- 14.2.3 use the electrical equipment for the transmission of electricity,
- 14.2.4 enter the lot burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 14.2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 14.2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 16 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

- 14.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 14.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 14.4.1 install or permit to be installed any services or structures within the easement site, or
- 14.4.2 alter the surface level of the easement site, or
- 14.4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation
- 14.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 14.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 14.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledge 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.
- 14.6.2 The owner must do all things reasonable 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 Easement numbered 15 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 17 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**15. Terms of Restriction on the Use of Land numbered 16 in the plan**

- 15.1 Definitions:
- 15.1.1 **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.
- 15.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 15.1.3 **erect** includes construct, install, build and maintain.
- 15.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 15.2 No building shall be erected or permitted to remain within the restriction site unless:
- 15.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 15.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 15.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 15.3 The fire ratings mentioned in clause 15.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 15.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 15.4.1 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.
- 15.4.2 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 terms of Restriction numbered 16 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 18 of 23 sheets)

**Plan:** Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

**PART 2**

**16. Terms of Restriction on the Use of Land numbered 17 in the plan**

16.1 Definitions:

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

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

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

16.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

16.4.1 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.

16.4.2 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 terms of Restriction numbered 17 in the plan is **Epsilon Distribution Ministerial Holding Corporation**

Name of Person or Authority whose consent is required to terms of the Easement numbered 7 in the plan is **Blacktown City Council**.

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 19 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

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

.....  
General Manager / Authorised Officer



**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**

Lengths are in metres

(Sheet 20 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

Registered Proprietor  
160/829032, 161/829032, 163/829032, 164/829032 & 166/829032

EXECUTED by )  
UPG 18 Pty Limited )  
ACN 605 447 096 )  
in accordance with s127 of )  
the Corporations Act 2001 )

.....  
**Bhart Bhushan**  
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 21 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

Consent of Mortgagee  
AM595784

EXECUTED by )  
Alceon Group No. 70 Pty Limited )  
ACN 624 002 688 )  
in accordance with s127 of )  
the Corporations Act 2001 )

.....  
(Signature)

.....  
(Signature)

.....  
(PRINT NAME)  
DIRECTOR

.....  
(PRINT NAME)  
DIRECTOR/SECRETARY

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 22 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

Registered Proprietor 162/829032  
Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

**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**

Lengths are in metres

(Sheet 23 of 23 sheets)

**Plan:**

Plan of Subdivision of Lots 160-164 & 166 in  
DP 829032 covered by Subdivision Certificate  
No. ....

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

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

Signature of witness:

Signature of attorney:

.....

.....

Name of witness:

Name and position of attorney:

Simon Lawton

Manager Property & Fleet

.....

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Power of attorney:

Book 4754 No. 482

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

Endeavour Energy reference:

.....

Date of Signature:

.....

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
General Manager / Authorised Officer

| PLAN FORM 6 (2017)   | DEPOSITED PLAN ADMINISTRATION SHEET   | Sheet 1 of 6 sheet(s) |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
|--|---|-----------------------|----------|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|---|--|
| <p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>  | <p style="text-align: right;">Office Use Only</p>   |                       |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| <p><b>PLAN OF</b></p> <p>SUBDIVISION OF LOTS 160-164 &amp; 166</p> <p>IN DP 829032</p>   | <p>LGA: BLACKTOWN</p> <p>Locality: QUAKERS HILL</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p>   |                       |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| <p style="text-align: center;">Survey Certificate</p> <p>I, VICTORIA TESTER<br/>of SDG LAND DEVELOPMENT SOLUTIONS<br/>P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 11<sup>TH</sup> July 2019, or</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ** .....</del><br/><del>.....)</del><br/><del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  ..... Dated: 23/08/2019</p> <p>Surveyor Identification No: 8514<br/>Surveyor registered under<br/>the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.<br/>**Specify the land actually surveyed or specify any land shown in the plan that</p> | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in<br/>approving this plan certify that all necessary approvals in regard to the<br/>allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p> |                       |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| <p>Plans used in the preparation of survey/compilation.</p> <table border="0"> <tr> <td>DP648959</td> <td>DP806442</td> <td>DP864353</td> </tr> <tr> <td>DP649818</td> <td>DP808791</td> <td>DP1013701</td> </tr> <tr> <td>DP771911</td> <td>DP809590</td> <td>DP1113228</td> </tr> <tr> <td>DP786338</td> <td>DP813512</td> <td>DP1158755</td> </tr> <tr> <td>DP788292</td> <td>DP829032</td> <td>DP1165820</td> </tr> </table>   | DP648959  | DP806442              | DP864353 | DP649818 | DP808791 | DP1013701 | DP771911 | DP809590 | DP1113228 | DP786338 | DP813512 | DP1158755 | DP788292 | DP829032 | DP1165820 | <p style="text-align: center;">Subdivision Certificate</p> <p>I, .....<br/>*Authorised Person/*General Manager/*Accredited Certifier, certify that<br/>the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed<br/>subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p> |  |
| DP648959   | DP806442  | DP864353              |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| DP649818   | DP808791  | DP1013701             |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| DP771911   | DP809590  | DP1113228             |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| DP786338   | DP813512  | DP1158755             |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| DP788292   | DP829032  | DP1165820             |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |
| <p>Surveyor's Reference: 6684</p>  | <p>Signatures, Seals and Section 88B Statements should appear on<br/>PLAN FORM 6A</p>   |                       |          |          |          |           |          |          |           |          |          |           |          |          |           |   |  |

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

SUBDIVISION OF LOTS 160-164 & 166

IN DP 829032

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. POSITIVE COVENANT
6. POSITIVE COVENANT
7. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (B)
8. RIGHT OF CARRIAGEWAY 7.5 WIDE & VARIABLE (C)
9. POSITIVE COVENANT
10. POSITIVE COVENANT (D)
11. RESTRICTION ON THE USE OF LAND (E)
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
15. EASEMENT FOR PADMOUNT SUBSTATION 2.9 WIDE (G)
16. RESTRICTION ON THE USE OF LAND (H)
17. RESTRICTION ON THE USE OF LAND (J)

TO RELEASE:

1. EASEMENT FOR SUPPORT (U347296)

Office Use Only

Office Use Only

**Registered:**

**PLAN OF**

SUBDIVISION OF LOTS 160-164 & 166

IN DP 829032

Subdivision Certificate number: .....

Date of Endorsement: .....

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

| LOT | STREET NUMBER | STREET NAME  | STREET TYPE | LOCALITY     |
|-----|---------------|--------------|-------------|--------------|
| 1   | 490           | Quakers Hill | Parkway     | Quakers Hill |
| 2   |               |              |             | Quakers Hill |
| 3   |               |              |             | Quakers Hill |

|   |   |
|---|---|
| Office Use Only   | Office Use Only   |
| <b>Registered:</b>  |   |
| <b>PLAN OF</b><br>SUBDIVISION OF LOTS 160-164 & 166<br>IN DP 829032 | This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> |
| Subdivision Certificate number: .....                               |   |
| Date of Endorsement: .....  |   |

Registered Proprietor

160/829032, 161/829032, 163/829032, 164/829032 & 166/829032

EXECUTED by )  
 UPG 18 Pty Limited )  
 ACN 605 447 096 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

.....  
**Bhart Bhushan**  
 Sole Director/Secretary



Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOTS 160-164 & 166

IN DP 829032

Subdivision Certificate number: .....

Date of Endorsement: .....

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

Consent of Mortgagee

AM595784

EXECUTED by )  
 Alceon Group No. 70 Pty Limited )  
 ACN 624 002 688 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

.....

(Signature)

.....

(Signature)

.....

(PRINT NAME)

DIRECTOR

.....

(PRINT NAME)

DIRECTOR/SECRETARY

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF LOTS 160-164 & 166

IN DP 829032

Subdivision Certificate number: .....

Date of Endorsement: .....

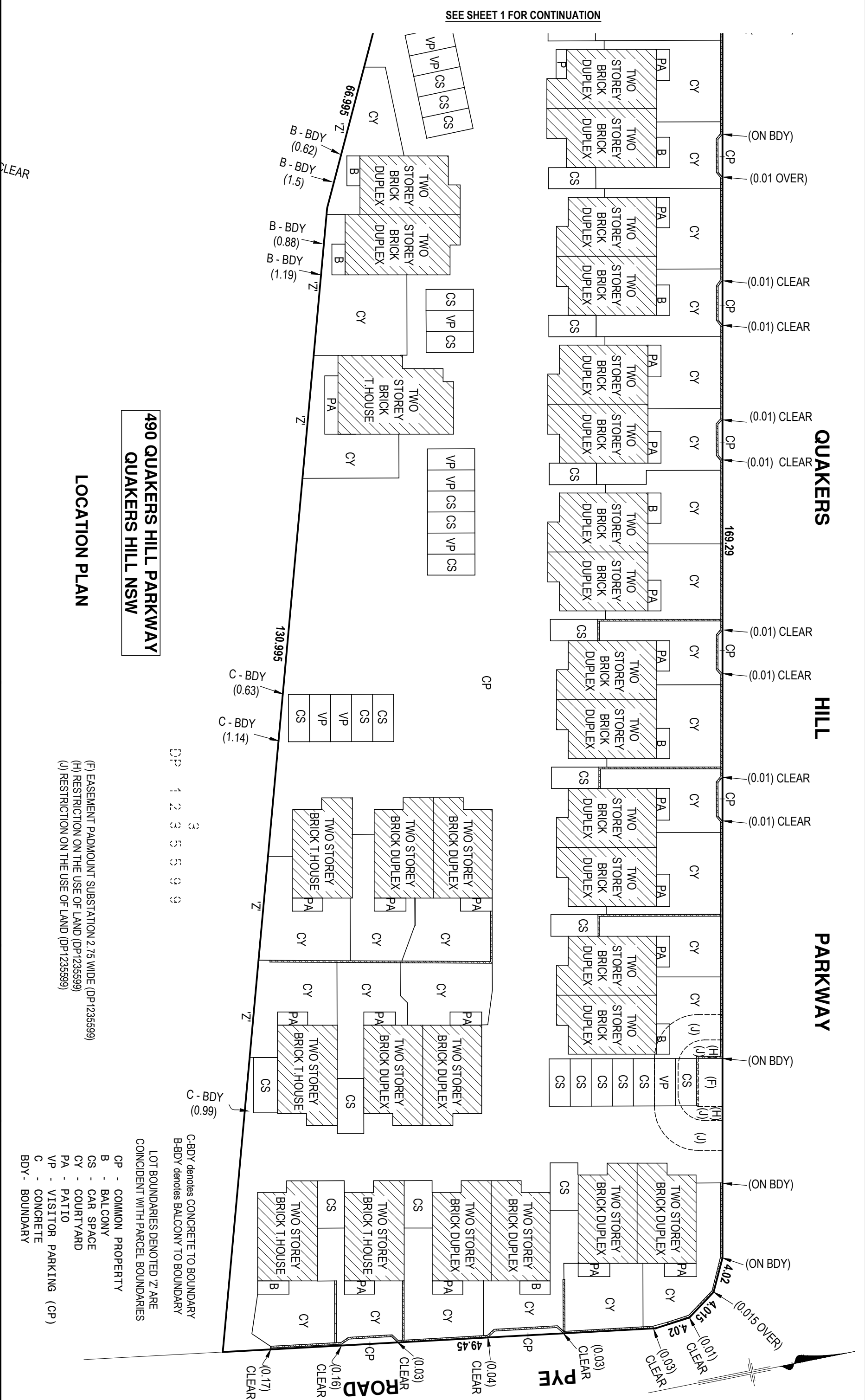
This sheet is for the provision of the following information as required:

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

Registered Proprietor 162/829032

Blacktown City Council





SEE SHEET 1 FOR CONTINUATION

**490 QUAKERS HILL PARKWAY  
QUAKERS HILL NSW**

**LOCATION PLAN**

- (F) EASEMENT PADMOUNT SUBSTATION 2.75 WIDE (DP1235599)
- (H) RESTRICTION ON THE USE OF LAND (DP1235599)
- (J) RESTRICTION ON THE USE OF LAND (DP1235599)

- C-BDY denotes CONCRETE TO BOUNDARY
- B-BDY denotes BALCONY TO BOUNDARY
- LOT BOUNDARIES DENOTED 'Z' ARE COINCIDENT WITH PARCEL BOUNDARIES
- CP - COMMON PROPERTY
- B - BALCONY
- CS - CAR SPACE
- CY - COURTYARD
- PA - PATIO
- VP - VISITOR PARKING (CP)
- C - CONCRETE
- BDY - BOUNDARY

DP 1 2 3 5 5 9 9

**PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599**

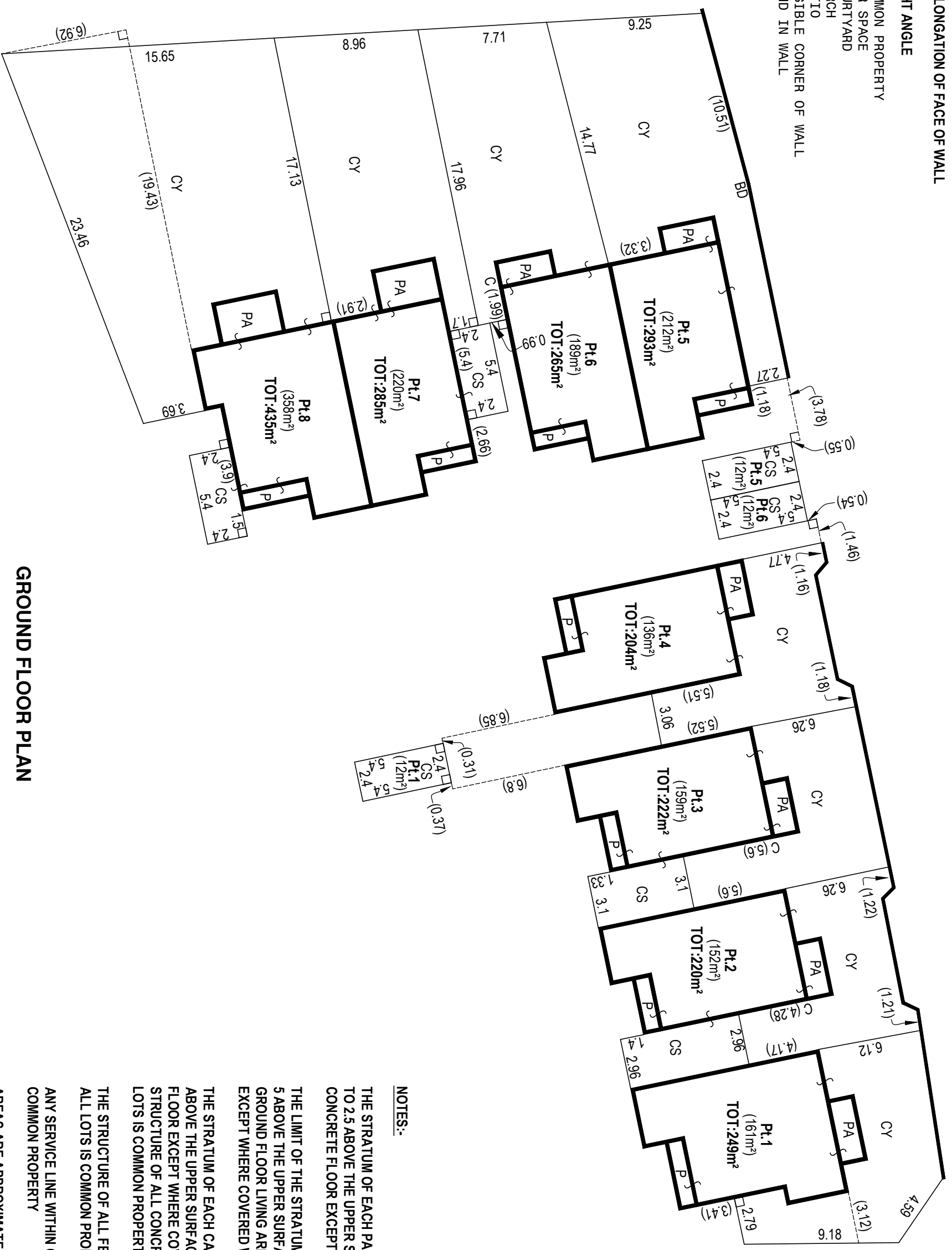
Surveyor:  
**KATE ELISE WILCOX**  
Date: 23/03/2020  
Surveyor's Ref: 6684-1

L G A: **BLACKTOWN**  
Locality: **QUAKERS HILL**  
Reduction Ratio **1:400**  
Lengths are in metres.

**REGISTERED**

**SP 96511**

- PROLONGATION OF FACE OF WALL
- ⊥ RIGHT ANGLE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO
- C - VISIBLE CORNER OF WALL
- BD - BEND IN WALL



SEE SHEET 4 FOR CONTINUATION

**GROUND FLOOR PLAN**

- NOTES:-**
- THE STRATUM OF EACH PATIO AND PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  - 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
  - THE STRATUM OF EACH CAR SPACES LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF ALL CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY
  - THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
  - ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  - AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

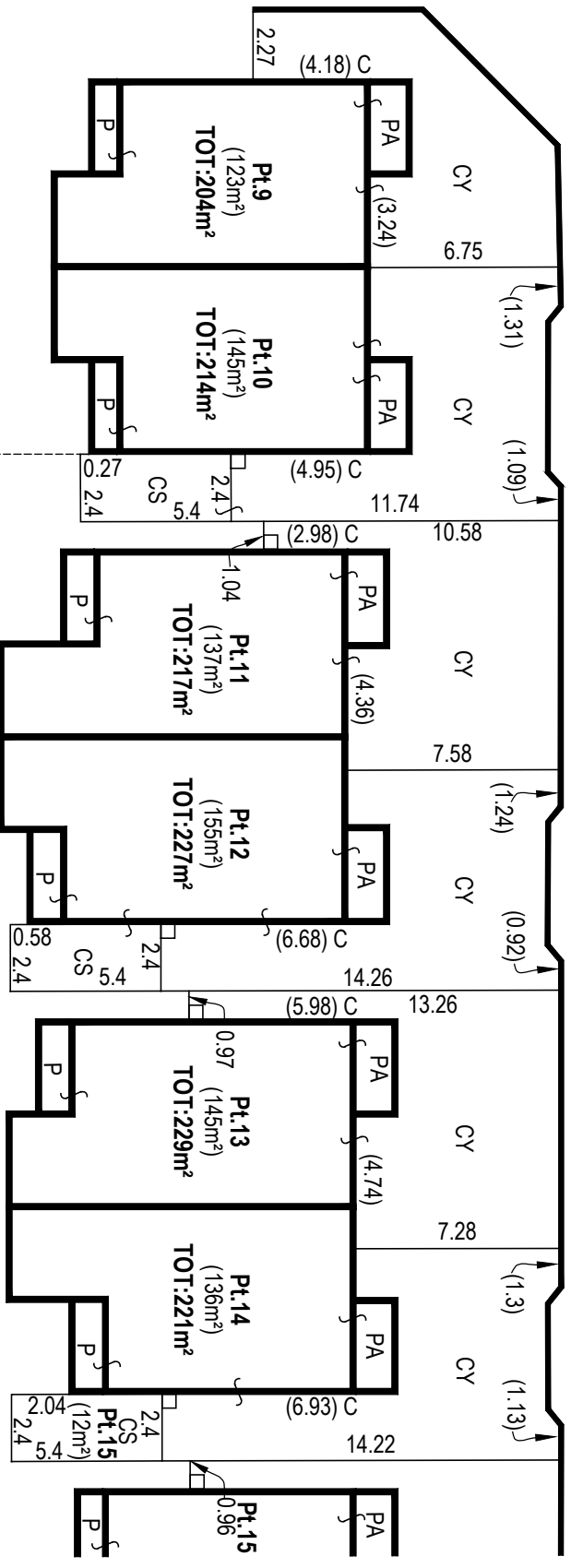
**PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599**

Surveyor:  
**KATE ELISE WILCOX**  
 Date: 23/03/2020  
 Surveyor's Ref: 6684-1

LGA: BLACKTOWN  
 Locality: QUAKERS HILL  
 Reduction Ratio: 1:250  
 Lengths are in metres.

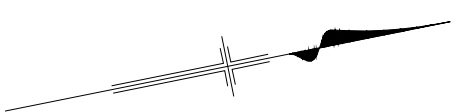
REGISTERED

**SP 96511**



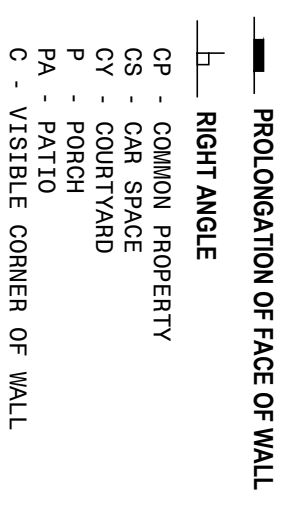
SEE SHEET 3 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

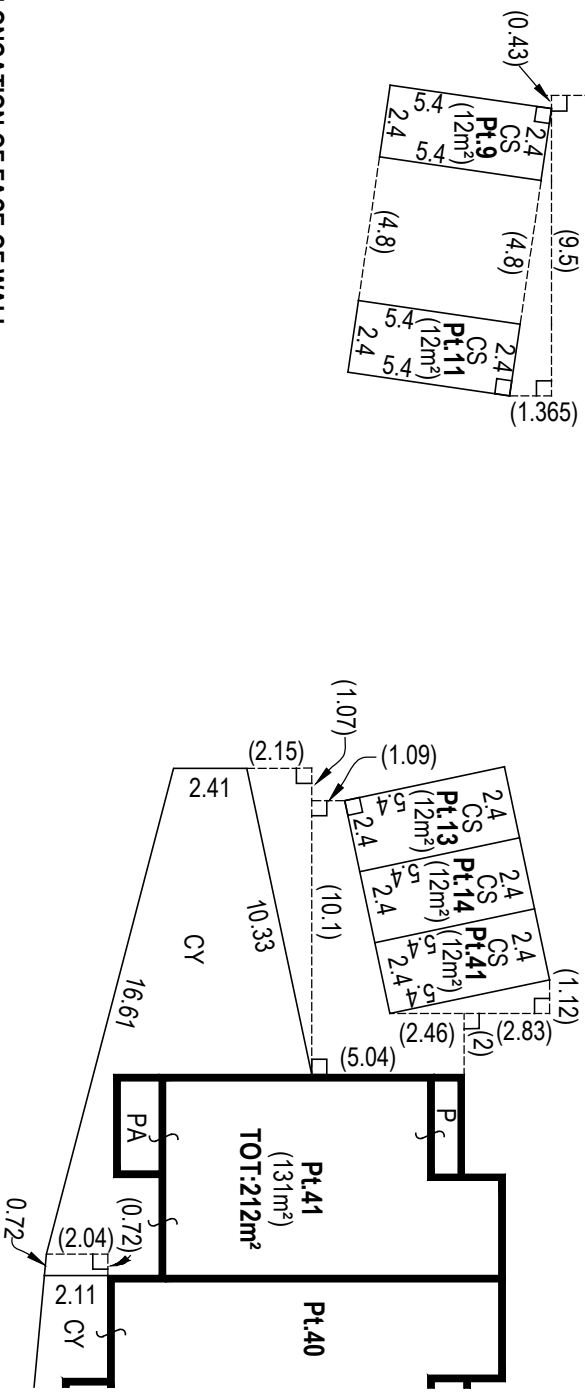


**NOTES:-**

- THE STRATUM OF EACH PATIO AND PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- 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
- THE STRATUM OF EACH CAR SPACES LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF ALL CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY
- THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015



**GROUND FLOOR PLAN**



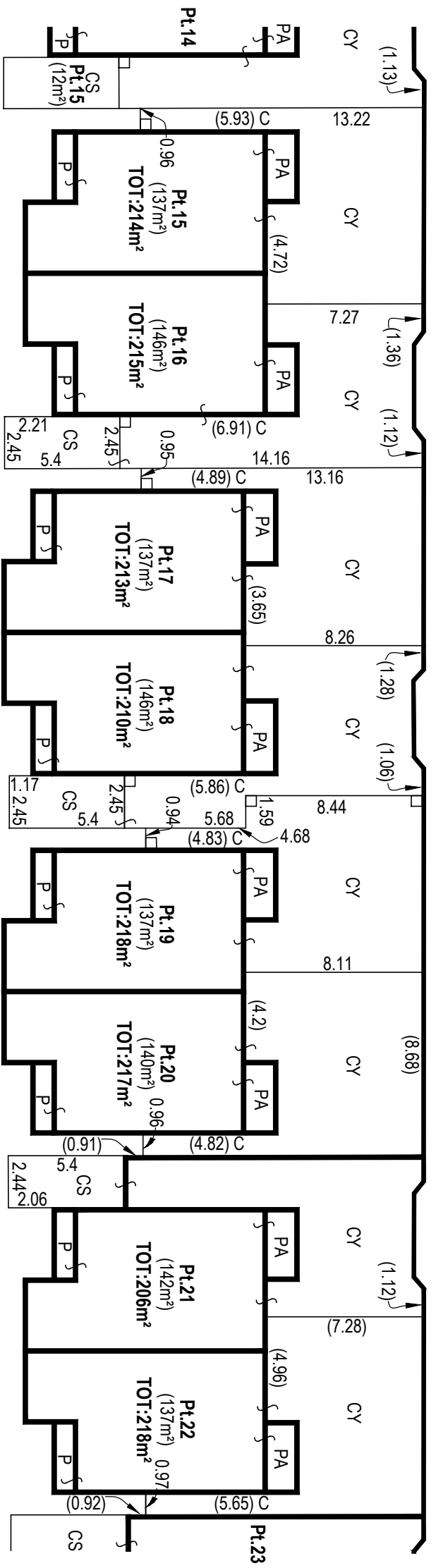
**PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599**

Surveyor:  
 KATE ELISE WILCOX  
 Date: 23/03/2020  
 Surveyor's Ref: 6684-1

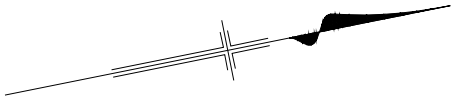
L.G.A.: BLACKTOWN  
 Locality: QUAKERS HILL  
 Reduction Ratio: 1:250  
 Lengths are in metres.

REGISTERED

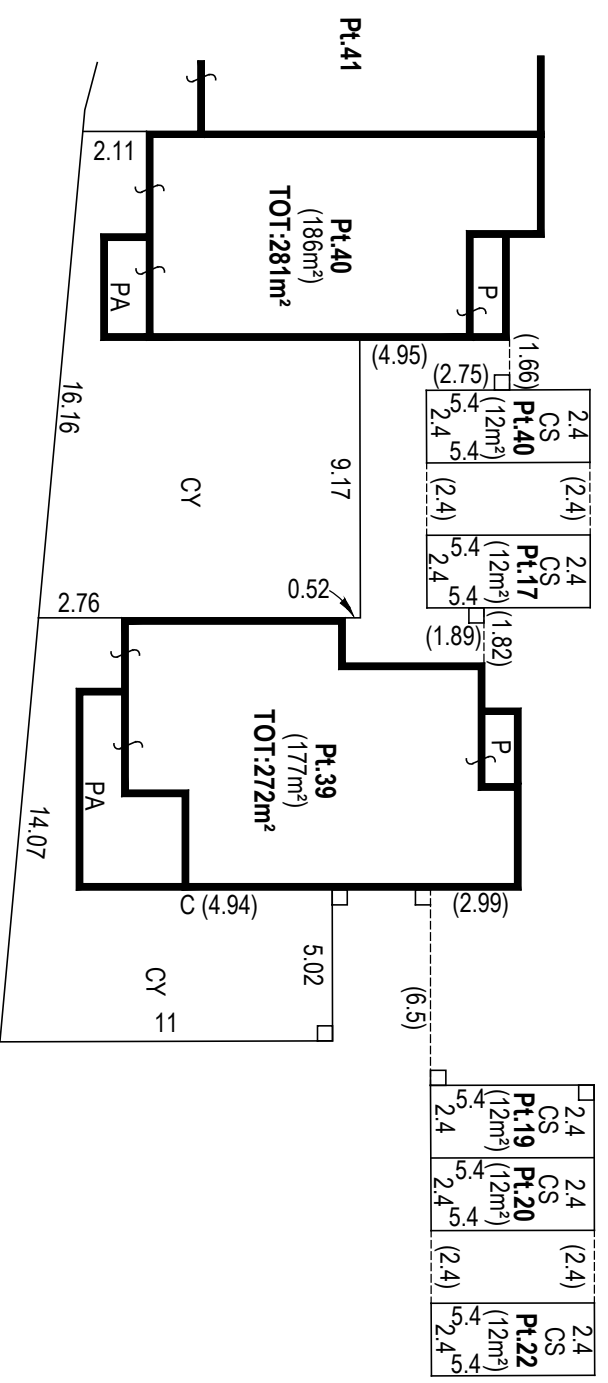
**SP 96511**



SEE SHEET 6 FOR CONTINUATION



- PROLONGATION OF FACE OF WALL
- ┌ RIGHT ANGLE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO
- C - VISIBLE CORNER OF WALL



**GROUND FLOOR PLAN**

**NOTES:-**

- THE STRATUM OF EACH PATIO AND PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- 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
- THE STRATUM OF EACH CAR SPACES LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF ALL CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY
- THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

**PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599**

Surveyor:  
**KATE ELISE WILCOX**  
 Date: 23/03/2020  
 Surveyor's Ref: 6684-1

LGA: BLACKTOWN  
 Locality: QUAKERS HILL  
 Reduction Ratio: 1:250  
 Lengths are in metres.

REGISTERED

**SP 96511**

**NOTES:**

THE STRATUM OF EACH PATIO AND PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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

THE STRATUM OF EACH CAR SPACES LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF ALL CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY

THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

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

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

- PROLONGATION OF FACE OF WALL
- └ RIGHT ANGLE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- CY - COURTYARD
- P - PORCH
- PA - PATIO
- C - VISIBLE CORNER OF WALL

Surveyor:  
**KATE ELISE WILCOX**  
 Date: 23/03/2020  
 Surveyor's Ref: 6684-1

**PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599**

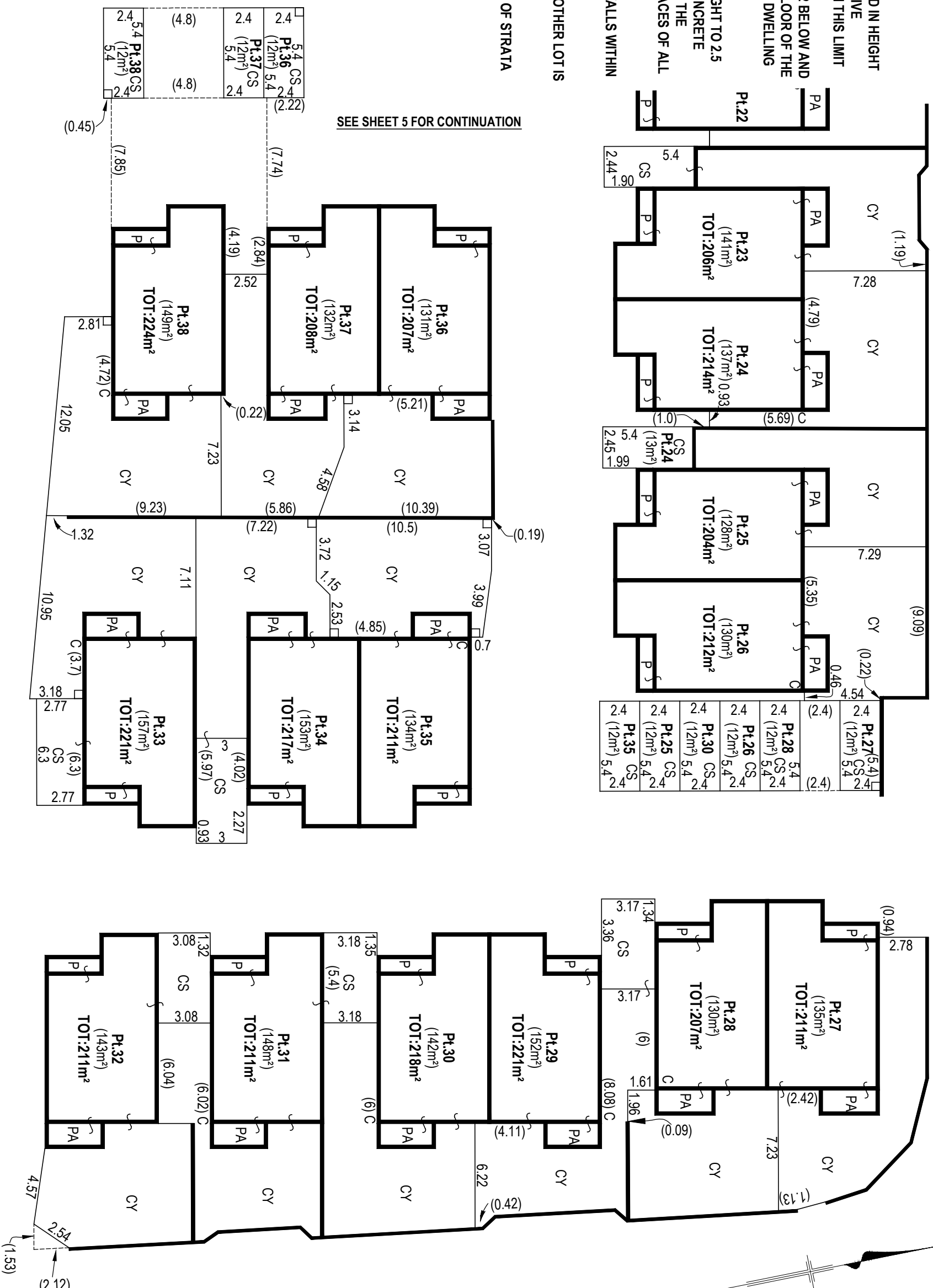
LGA: BLACKTOWN  
 Locality: QUAKERS HILL

Reduction Ratio: 1:250  
 Lengths are in metres.

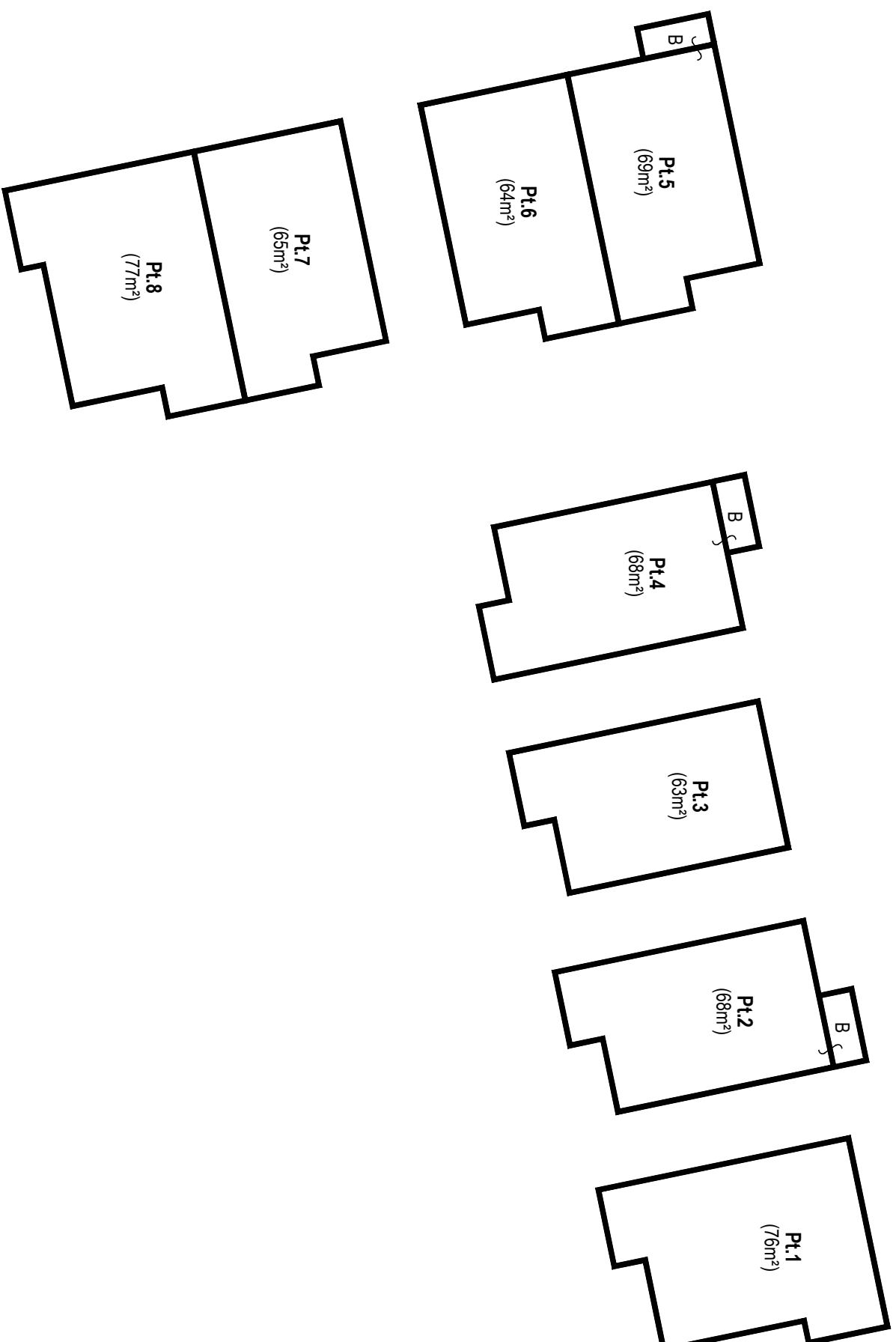
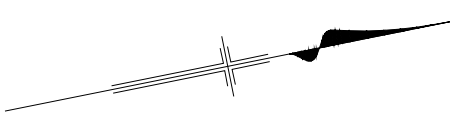
REGISTERED

**SP 96511**

**GROUND FLOOR PLAN**







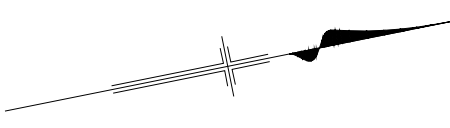
SEE SHEET 8 FOR CONTINUATION

B - BALCONY

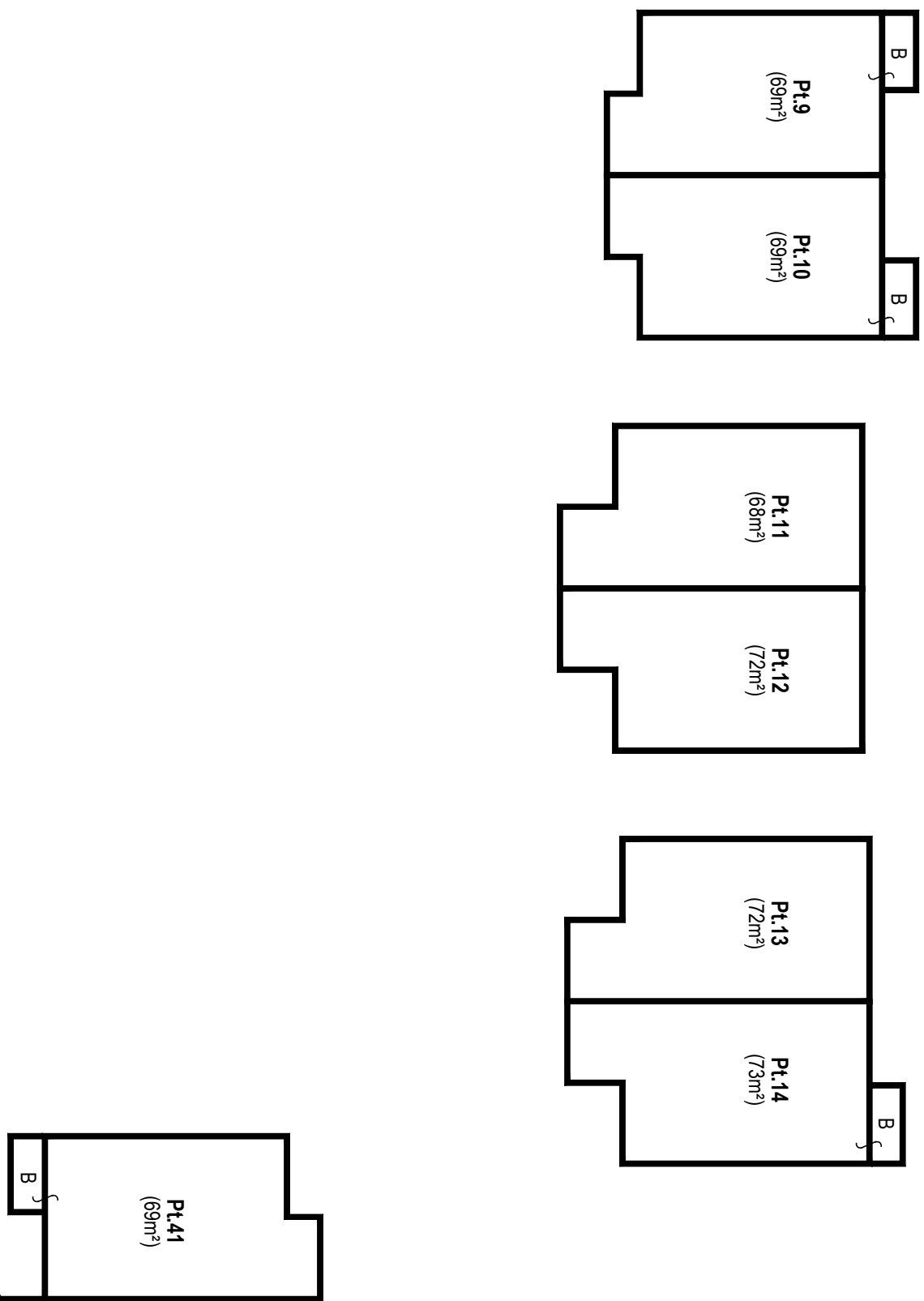
**NOTES:-**  
 THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

**FIRST FLOOR PLAN**

|   |   |  |                   |                 |
|---|---|--|-------------------|-----------------|
| Surveyor:<br><b>KATE ELISE WILCOX</b><br>Date: 23/03/2020<br>Surveyor's Ref: 6684-1 | <b>PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599</b> | L G A: BLACKTOWN<br>Locality: QUAKERS HILL<br>Reduction Ratio: 1:250<br>Lengths are in metres. | <b>REGISTERED</b> | <b>SP 96511</b> |
|---|---|--|-------------------|-----------------|



SEE SHEET 7 FOR CONTINUATION



SEE SHEET 9 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 ANY OTHER LOT IS COMMON PROPERTY

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

B - BALCONY

**FIRST FLOOR PLAN**

PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599

L G A: BLACKTOWN

REGISTERED

Surveyor: **KATE ELISE WILCOX**

Locality: QUAKERS HILL

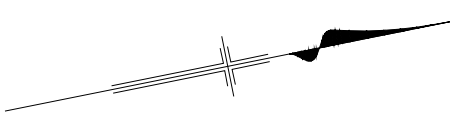
Date: **23/03/2020**

Reduction Ratio: 1:250

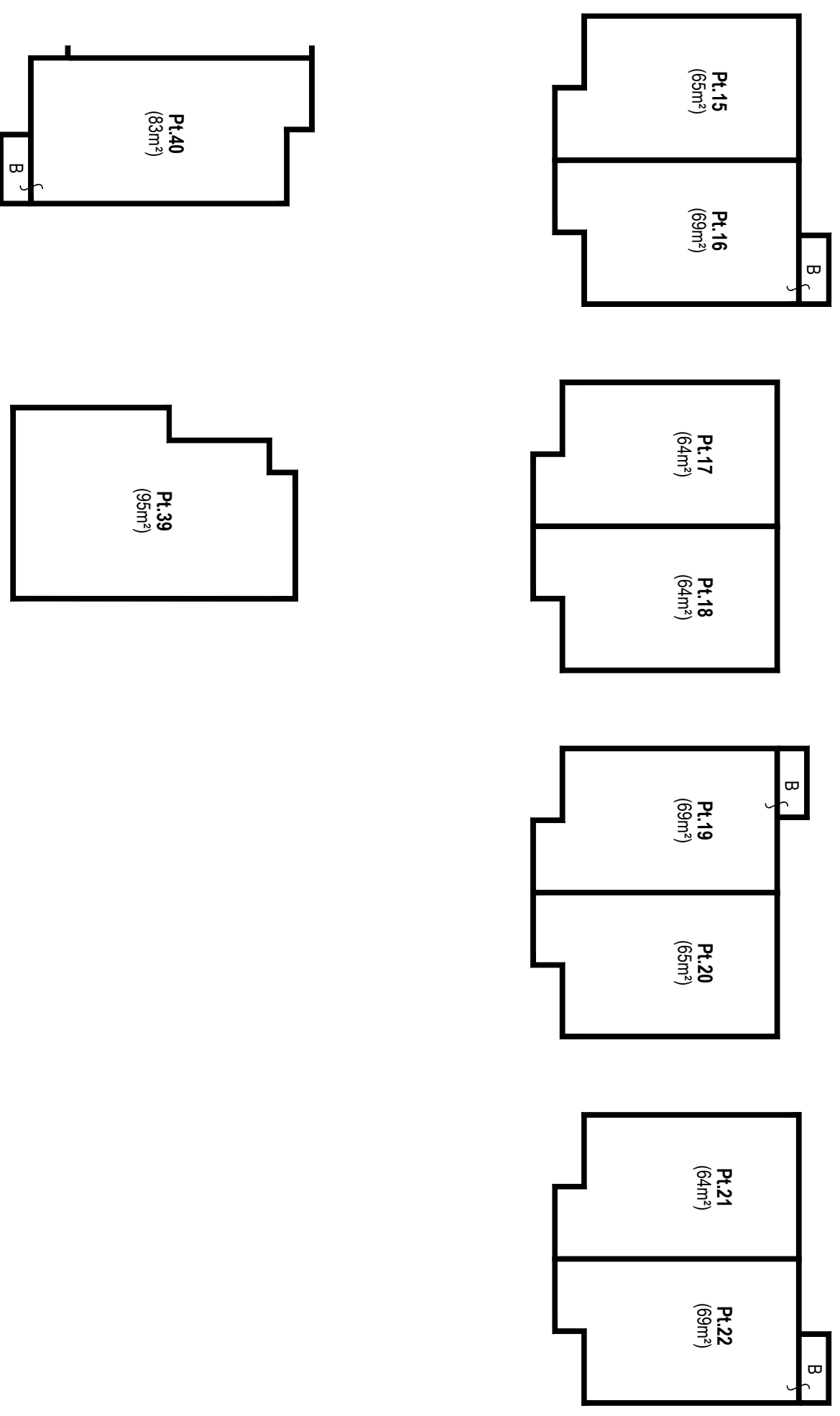
Surveyor's Ref: 6684-1

Lengths are in metres.

**SP 96511**



SEE SHEET 8 FOR CONTINUATION



SEE SHEET 10 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

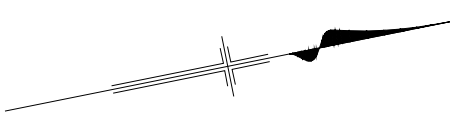
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

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

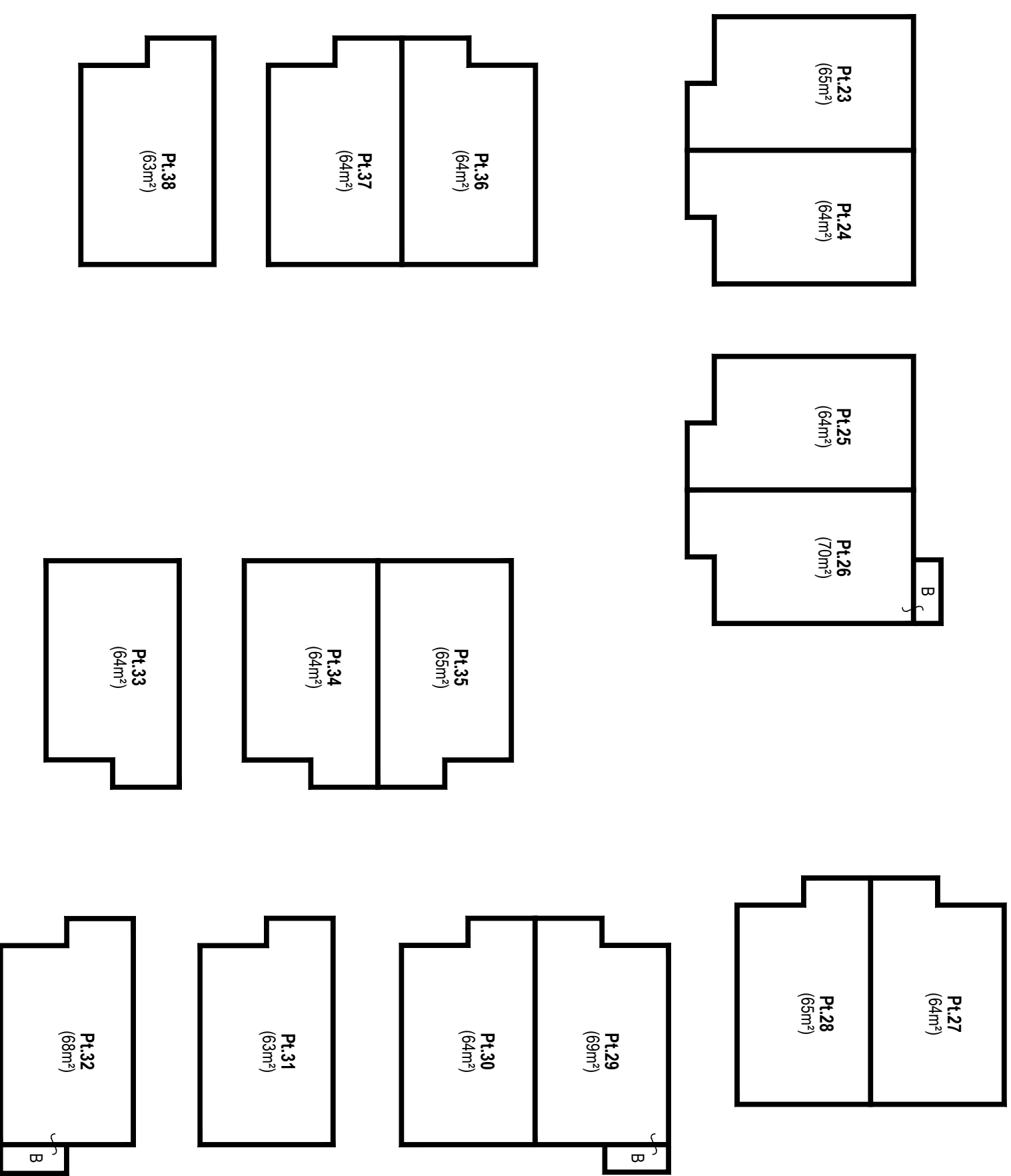
B - BALCONY

**FIRST FLOOR PLAN**

|  |   |  |                   |                        |
|--|---|--|-------------------|------------------------|
| <p>Surveyor:<br/>KATE ELISE WILCOX<br/>Date: 23/03/2020<br/>Surveyor's Ref: 6684-1</p> | <p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599</p> | <p>L G A: BLACKTOWN<br/>Locality: QUAKERS HILL<br/>Reduction Ratio: 1:250<br/>Lengths are in metres.</p> | <p>REGISTERED</p> | <p><b>SP 96511</b></p> |
|--|---|--|-------------------|------------------------|



SEE SHEET 9 FOR CONTINUATION



B - BALCONY

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 ANY OTHER LOT IS COMMON PROPERTY

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

**FIRST FLOOR PLAN**

PLAN OF SUBDIVISION OF LOT 1 IN DP 1235599

L G A: BLACKTOWN

REGISTERED

Surveyor: KATE ELISE WILCOX

Date: 23/03/2020

Surveyor's Ref: 6684-1

Locality: QUAKERS HILL

Reduction Ratio: 1:250

Lengths are in metres.

**SP 96511**

|   |   |                     |
|---|---|---------------------|
| SP FORM 3.01  | <b>STRATA PLAN ADMINISTRATION SHEET</b>   | Sheet 1 of 5 sheets |
| Office Use Only<br><br>Registered:  | <b>DRAFT</b><br><br>Office Use Only   |                     |
| <b>PLAN OF SUBDIVISION OF:<br/>LOT 1 IN DP 1235599</b>  | LGA: BLACKTOWN<br>Locality: QUAKERS HILL<br>Parish: GIDLEY<br>County: CUMBERLAND  |                     |
| This is a <b>FREEHOLD</b> Strata Scheme   |   |                     |
| Address for Service of Documents<br><br>490 Quakers Hill Parkway<br>QUAKERS HILL NSW 2763<br><br>Provide an Australian postal address including a postcode  | The by-laws adopted for the scheme are:<br><del>* Model by laws for residential strata schemes together with:<br/>Keeping of animals: Option *A/*B<br/>Smoke penetration: Option *A/*B<br/>(see Schedule 3 Strata Schemes Management Regulation 2016)</del><br>* The strata by-laws lodged with the plan.   |                     |
| <p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, VICTORIA TESTER<br/>of SDG Land Development Solutions<br/>Suite 1, 3 Railway Street Baulkham Hills NSW 2153,<br/>being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p><del>*The building encroaches on:</del><br/><del>*(a) a public place</del><br/><del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del></p> <p>Signature: .....<br/>Date: .....<br/>Surveyor ID: 8514<br/>Surveyor's Reference: 6684-1</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p> | <p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> <p>I Andrew Symonds being an Accredited Certifier, accreditation number BPB 1837, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del><br/><del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> 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.</del><br/><del>*(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 <i>Strata Schemes Development Act 2015</i>.</del></p> <p>Certificate Reference: .....<br/>Relevant Planning Approval No.: .....<br/>issued by:.....</p> <p>Signature: .....<br/>Date: .....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p> |                     |
| * Strike through if inapplicable  |   |                     |

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**VALUER'S CERTIFICATE**

I, \* ..... of .....

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

Professional Body:.....

Class of membership:.....

Membership number:.....

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

Signature: ..... Date .....

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

| LOT No. | UNIT ENTITLEMENT | LOT No.          | UNIT ENTITLEMENT |
|---------|------------------|------------------|------------------|
| 1       |                  | 22               |                  |
| 2       |                  | 23               |                  |
| 3       |                  | 24               |                  |
| 4       |                  | 25               |                  |
| 5       |                  | 26               |                  |
| 6       |                  | 27               |                  |
| 7       |                  | 28               |                  |
| 8       |                  | 29               |                  |
| 9       |                  | 30               |                  |
| 10      |                  | 31               |                  |
| 11      |                  | 32               |                  |
| 12      |                  | 33               |                  |
| 13      |                  | 34               |                  |
| 14      |                  | 35               |                  |
| 15      |                  | 36               |                  |
| 16      |                  | 37               |                  |
| 17      |                  | 38               |                  |
| 18      |                  | 39               |                  |
| 19      |                  | 40               |                  |
| 20      |                  | 41               |                  |
| 21      |                  | <b>AGGREGATE</b> |                  |

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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      | 490            | Quakers Hill | Parkway   | Quakers Hill  |
| 1       |                |              |           | Quakers Hill  |
| 2       |                |              |           | Quakers Hill  |
| 3       |                |              |           | Quakers Hill  |
| 4       |                |              |           | Quakers Hill  |
| 5       |                |              |           | Quakers Hill  |
| 6       |                |              |           | Quakers Hill  |
| 7       |                |              |           | Quakers Hill  |
| 8       |                |              |           | Quakers Hill  |
| 9       |                |              |           | Quakers Hill  |
| 10      |                |              |           | Quakers Hill  |
| 11      |                |              |           | Quakers Hill  |
| 12      |                |              |           | Quakers Hill  |
| 13      |                |              |           | Quakers Hill  |
| 14      |                |              |           | Quakers Hill  |
| 15      |                |              |           | Quakers Hill  |
| 16      |                |              |           | Quakers Hill  |
| 17      |                |              |           | Quakers Hill  |
| 18      |                |              |           | Quakers Hill  |
| 19      |                |              |           | Quakers Hill  |
| 20      |                |              |           | Quakers Hill  |
| 21      |                |              |           | Quakers Hill  |
| 22      |                |              |           | Quakers Hill  |
| 23      |                |              |           | Quakers Hill  |
| 24      |                |              |           | Quakers Hill  |
| 25      |                |              |           | Quakers Hill  |
| 26      |                |              |           | Quakers Hill  |
| 27      |                |              |           | Quakers Hill  |
| 28      |                |              |           | Quakers Hill  |

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

| LOT No. | Address Number | Road Name | Road Type | Locality Name |
|---------|----------------|-----------|-----------|---------------|
| 29      |                |           |           | Quakers Hill  |
| 30      |                |           |           | Quakers Hill  |
| 31      |                |           |           | Quakers Hill  |
| 32      |                |           |           | Quakers Hill  |
| 33      |                |           |           | Quakers Hill  |
| 34      |                |           |           | Quakers Hill  |
| 35      |                |           |           | Quakers Hill  |
| 36      |                |           |           | Quakers Hill  |
| 37      |                |           |           | Quakers Hill  |
| 38      |                |           |           | Quakers Hill  |
| 39      |                |           |           | Quakers Hill  |
| 40      |                |           |           | Quakers Hill  |
| 41      |                |           |           | Quakers Hill  |



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|                 |                            |                        |
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| Approved Form 7 | <b>Strata Plan By-laws</b> | Sheet 1 of 20 sheet(s) |
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Instrument setting out the details of by-laws to be created upon registration of a strata plan

**490 QUAKERS HILL PARKWAY  
QUAKERS HILL 2763**

|                 |                            |                        |
|-----------------|----------------------------|------------------------|
| Approved Form 7 | <b>Strata Plan By-laws</b> | Sheet 2 of 20 sheet(s) |
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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.

#### **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.

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### **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.

## **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.

|                 |                            |                        |
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## 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
- 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.

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## 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.

### 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.



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#### **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

#### **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 restrain it (e.g. by leash or pet cage) and control it at all times.

|                 |                            |                 |                        |
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### **9.8 Your responsibilities**

You are responsible for:

1. Keeping 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.

### **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.

|                 |                            |                         |
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### **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).

### **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**

**Note.** Select option A or B. If no option is selected, option A will apply.

#### **Option A**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. 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.

|                 |                            |                         |
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#### **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.

#### **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 18.

#### **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—bins for individual lots**

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 an area designated for collection by the owners corporation not more than 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. 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.

## **22. Compliance with Vegetative Management Plan**

Any standards required under the Vegetative Management Plan must be established, maintained and performed.

|                 |                            |                         |
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### **23. Responsibility of maintenance, repair or replacement**

Clause 23 shall take precedence over all other by-laws in respect to the maintenance, repair or replacement of common property if there is a dispute.

#### **23.1 Owners corporation responsibilities for maintenance, repair or replacement**

|                                  |   |
|----------------------------------|---|
| <b>1. Balcony and courtyards</b> | <ul style="list-style-type: none"> <li>a) columns and railings</li> <li>b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>c) balcony ceilings (including painting)</li> <li>d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>f) common wall fencing, shown as a thick line on the strata plan</li> <li>g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>i) walls of planter boxes shown by a thick line on the strata plan that part of a tree which exists within common property</li> <li>j) that part of a tree which exists within common property</li> </ul> |
| <b>2. Ceiling/Roof</b>           | <ul style="list-style-type: none"> <li>a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility)</li> <li>b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility)</li> <li>c) guttering</li> <li>d) membranes</li> </ul>  |

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|-------------------------|---|
| <b>3. Electrical</b>    | <ul style="list-style-type: none"> <li>a) air conditioning systems serving more than one lot</li> <li>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</li> <li>c) fuses and fuse board in meter room</li> <li>d) intercom handset and wiring serving more than one lot</li> <li>e) electrical wiring serving more than one lot</li> <li>f) light fittings serving more than one lot</li> <li>g) power point sockets serving more than one lot</li> <li>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 <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>i) telephone, television, internet and cable wiring within common property walls</li> <li>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</li> <li>k) lifts and lift operating systems</li> </ul> |
| <b>4. Entrance door</b> | <ul style="list-style-type: none"> <li>a) original door lock or its subsequent replacement</li> <li>b) entrance door to a lot including all door furniture and automatic closer</li> <li>c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>   |
| <b>5. Floor</b>         | <ul style="list-style-type: none"> <li>a) original floorboards or parquetry flooring affixed to common property floors</li> <li>b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>  |



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| <b>6. General</b>        | <ul style="list-style-type: none"> <li>a) common property walls</li> <li>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)</li> <li>c) any door in a common property wall (including all original door furniture)</li> <li>d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>h) exhaust fans outside the lot</li> <li>i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>j) letter boxes within common property</li> <li>k) swimming pool and associated equipment</li> </ul> |
| <b>7. Parking/Garage</b> | <ul style="list-style-type: none"> <li>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</li> <li>b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>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</li> <li>d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>  |
| <b>8. Plumbing</b>       | <ul style="list-style-type: none"> <li>a) floor drain or sewer in common property</li> <li>b) pipes within common property wall, floor or ceiling</li> <li>c) main stopcock to unit</li> <li>d) storm water and on-site detention systems below ground</li> </ul>   |

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| <b>9. Windows</b> | <ul style="list-style-type: none"> <li>a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul> |
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### 23.2 Lot owner responsibilities for maintenance, repair or replacement

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|----------------------------------|---|
| <b>1. Balcony and courtyards</b> | <ul style="list-style-type: none"> <li>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</li> <li>b) that part of a tree within the cubic space of a lot</li> </ul>   |
| <b>2. Ceiling/Roof</b>           | <ul style="list-style-type: none"> <li>a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>  |
| <b>3. Electrical</b>             | <ul style="list-style-type: none"> <li>a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>b) fuses and fuse boards within the lot and serving only that lot</li> <li>c) in-sink food waste disposal systems and water filtration systems</li> <li>d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>g) telephone, television, internet and cable service and connection sockets</li> <li>h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul> |
| <b>4. Entrance door</b>          | <ul style="list-style-type: none"> <li>a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>b) keys, security cards and access passes</li> </ul>   |
| <b>5. Floor</b>                  | <ul style="list-style-type: none"> <li>a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>b) lacquer and staining on surface of floorboards or parquetry flooring</li> <li>c) internal carpeting and floor coverings, unfixed floating floors</li> <li>d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>   |

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| <b>6. General</b>        | <ul style="list-style-type: none"> <li>a) internal (non-common property) walls</li> <li>b) paintwork inside the lot ( including ceiling and entrance door)</li> <li>c) built in wardrobes, cupboards, shelving</li> <li>d) dishwasher</li> <li>e) stove</li> <li>f) washing machine and clothes dryer</li> <li>g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>h) internal doors (including door furniture</li> <li>i) skirting and architraves on non-common property walls</li> <li>j) tiles and associated waterproofing affixed to non-common property walls</li> <li>k) letterbox within a lot</li> <li>l) pavers installed within the lot's boundaries</li> <li>m) ducting cover or structure covering a service that serves a single lot</li> </ul> |
| <b>7. Parking/Garage</b> | <ul style="list-style-type: none"> <li>a) garage door remote controller</li> <li>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</li> <li>c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>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 <i>Dividing Fences Act 1991</i> applies</li> </ul>  |
| <b>8. Plumbing</b>       | <ul style="list-style-type: none"> <li>a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>c) sink, laundry tub and hand basin</li> <li>d) toilet bowl and cistern</li> <li>e) bath</li> <li>f) shower screen</li> <li>g) bathroom cabinet and mirror</li> <li>h) taps and any associated hardware</li> </ul>   |
| <b>9. Windows</b>        | <ul style="list-style-type: none"> <li>a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>b) locks additional to the original (or any lock replaced by an owner)</li> <li>c) window lock keys</li> </ul>  |

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**24. Signatures Page**



## Elegance inclusion- 490 Quakers Hill

Ducted Air-conditioner (REVERSE CYCLE)

Kitchen Appliances

- **Westinghouse Oven WVE613S**
- **Westinghouse Cook Top WHG955 SA**
- **Westinghouse Retractable Range hood 3 Speed WRH908IS 900mm**
- **Westinghouse Dishwasher**

Floor Tiles in Kitchen, Living & Dining Area

Bench top 40mm

Tiles to Kitchen Splash Backs

Kitchen cupboards -Combination of two colours

Square Kitchen sink with gooseneck mixer

Pendant lighting over island bench

Chandelier in living

Hybrid flooring in bedrooms, Steps & Hallway

Built-in Wardrobes (Mirror & White Glass)

TV Antenna, Outlet in Living Area & Master bedroom

Telephone Outlet in Living Area & Master Bedroom

Down lights to both bathrooms

Semi frameless Shower Screen to Main Bathroom (Subject to Layout sliding door or openable door)

Vanities to Bathrooms

Back to wall toilet suite

Frameless Mirrors to vanities

Chrome finish mixer tapware to vanity basin, bath and shower

Chrome finish toilet roll holder and towel rail

Tiles to bathroom floor

Full ceiling height Wall tiles to bathrooms

Laundry Tub with mixer

Light Fittings with bulbs

Fly Screens to Windows

Locks on Aluminum Sliding Windows and Doors

Lever door handles

Vertical Blinds

Phone Line

Gas Outlet – Natural gas will be connected if available. If not, bottled gas will be fitted.

Instantaneous Gas Hot Water Tank

Security Alarm

Video Intercom system

Smoke Alarms

Concrete Driveways

Landscaping

Fencing

Cloth liner

Remote control to garage door