

Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | NSW Duty: |
|---|---|---|
| vendor's agent | First National Hills Direct PO Box 328, Stanhope Gardens NSW 2768 | phone 02 8883 2055 fax ref Taylor Bredin |
| co-agent | Not Applicable | phone fax ref |
| vendor | LB SCHOFIELDS ONE PTY LTD (ACN 600 244 639) Suite 22 Level 10 60-62 York Street SYDNEY NSW 2000 | |
| vendor's solicitor | COLEMAN GREIG LAWYERS Level 11, 100 George Street, Parramatta 2150 PO Box 260, Parramatta NSW 2124 DX 8226 Parramatta email: bshafton@colemangreig.com.au | phone +61 2 9895 9200 fax +61 2 9895 9290 ref BS:G49536 |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 30 SERPENTINE AVENUESCHOFIELDS Registered Plan: Lot 28 in Deposited Plan 271177 Folio Identifier 28/271177 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents: | |

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

| | | | | |
|---|---|--|---|--|
| inclusions | <input type="checkbox"/> blinds | <input type="checkbox"/> dishwasher | <input type="checkbox"/> light fittings | <input type="checkbox"/> stove |
| | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood | <input type="checkbox"/> pool equipment |
| | <input type="checkbox"/> clothes line | <input type="checkbox"/> insect screens | <input type="checkbox"/> solar panels | <input type="checkbox"/> TV antenna |
| | <input type="checkbox"/> curtains | <input type="checkbox"/> other: | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer | email: | | phone fax ref | |
| price | \$ _____ | | | INCLUDING GST |
| deposit | \$ _____ | | | (10% of the price, unless otherwise stated) |
| balance | \$ _____ | | | |
| contract date | | | | (if not stated, the date this contract was made) |

buyer's agent

vendor

witness

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

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES
 Parties agree that the deposit be invested (clause 2.9) NO yes

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

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

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

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

Purchaser must make an *RW payment*: NO yes
 (residential withholding payment) (if yes, vendor must provide further details)

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

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

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

Supplier's name: LB SCHOFIELDS ONE PTY LTD

Supplier's ABN: 11 600 244 639

Supplier's business address: Suite 3, Level 38, 264-278 George Street, Sydney NSW 2000

Supplier's email address: easons@lbgf.com.au

Supplier's phone number: 0406 340 562

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): 1/11th of the price

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>General</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 (Environmental Planning and Assessment Act 1979)</p> <p><input 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 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</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 type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</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>Strata or community title (clause 23 of the contract)</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 type="checkbox"/> 57 document relevant to off-the-plan sale</p> <p>Other</p> <p><input type="checkbox"/> 58 Other:</p> |
|---|---|

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

Elite Strata Management -Ph: 1300 441 221
 PO Box 360 Casula Mall NSW 2170

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:**

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

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

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 –

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| <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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

| | |
|---------------------------------|---|
| <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.

ANNEXURE TO CONTRACT FOR SALE OF LAND

| | |
|-------------------|---|
| VENDOR: | LB SCHOFIELDS ONE PTY LIMITED |
| PURCHASER: | |
| PROPERTY: | 30 SERPENTINE AVENUE, SCHOFIELDS |

32. AMENDMENTS TO PRINTED FORM OF THE CONTRACT:

32.1 Deposits and other payments before completion.

Clause 2.9 is amended as follows:

- 32.1.1 After the word "deposit" in the first line the words "or any other moneys" are to be inserted.
- 32.1.2 Add to the end of clause 2.9 the words "Provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file numbers"
- 32.1.3 Add in clause 3.2 after "Deposit Bond" with an expiry date no earlier than 42 days after the date for completion shown on the front page of this Contract.

32.2 Add additional clause 4.5 as follows:

"4.5 If the Purchaser fails to serve the Transfer as required by clause 4.1 the Purchaser shall pay on completion the Vendor's additional costs of \$110.00 (inclusive of GST) as a genuine pre-estimate of the Vendor's additional expenses in relation to the Purchaser's failure".

32.3 Claims by Purchaser - delete clause 7.1.1.

32.4 Restrictions on rights of Purchaser – clause 10 is amended as follows:

- 32.4.1 Add to the first line of clause 10.1 the words "or delay completion" after the word "terminate"
- 32.4.2 In Clause 10.1.2 add "or the Common Property" after "property" in the second line.
- 32.4.3 Delete from clause 10.1.8 the words "substance" and disclosed" and insert in lieu respectively "existence" and "noted".
- 32.4.4 Delete from clause 10.1.9 the words "substance" and disclosed" and insert in lieu respectively "existence" and "noted".
- 32.4.5 Add to clause 10.2 after the word "rescind" the words "requisition, claim".

32.5 Delete clause 14.4.2.

32.6 Completion – Clause 16 is amended as follows:

- 32.6.1 Delete from clause 16.5 the words ", plus another 20% of that fee".
- 32.6.2 Add to clause 16.6 the words "not less than 7 days prior to the completion date" after the word "If".

32.6.3 Clause 16.8 is deleted.

32.7 Clause 20.6.5 is deleted and the following inserted in its place:

"20.6.5 served if it is served by fax to the party's solicitor at the time of sending unless it is not received but production of a report produced by the sender's fax machine of an error-free transmission shall be prima facie evidence of the receipt of such fax and the time of such receipt".

32.8 Delete "and" at the end of 31.1.1 add replace it with "or".

32.9 Clause 23.13 is amended by replacing the word "Vendor" with the word "Purchaser".

32.10 Clause 23.14 is amended by replacing the word "Purchaser" with the word "Vendor".

32.11 Clause 23.14 the words" On Completion the purchaser must pay the Vendor the prescribed fee for the certificate" are deleted.

33. ALTERATIONS TO CONTRACT

Each party hereof authorises his, her or their Solicitor or any employee of that Solicitor to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

34. CLAIM FOR COMPENSATION

Notwithstanding the provisions clause 7, any claim for compensation made by the Purchaser shall be deemed to be an objection or requisition for the purposes of clause 8.

35. STATE OF REPAIR

The Purchaser relies upon the Purchaser's own enquiry regarding the present state of repair of the property or improvements to the property. No objection, requisition or claim for compensation may be made regarding the state or repair or condition (including patent or latent defects) of the property or improvements

36. AGENT INDEMNITY

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the Property by any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and client basis which may be incurred by the Vendor in respect of any such claim shall be paid by the Purchaser to the Vendor. The Vendor warrants to the Purchaser that the Vendor has not given any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) a sole or exclusive agency for the sale of the Property. It is hereby agreed that this clause shall not merge on completion.

37. F I R B APPROVAL

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or a "foreign person" as defined in the Foreign Acquisition & Takeovers Act 1975 ("the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

38. INTEREST FOR LATE COMPLETION

- (a) If the Purchaser does not complete this Contract by the later of the completion date and the date the Vendor is ready, willing and able to complete ("the effective date") the Purchaser must:
- (i) in addition to the balance of the purchase price payable on completion, pay interest on the balance of the purchase price at a rate of eight per centum (8%) per annum calculated on a daily basis from the effective date up to and including the actual date of completion
 - (ii) pay the sum of \$450.00 plus GST to cover legal costs and expenses incurred as a consequence of the delay, as a genuine pre- estimate of those additional expenses, to be allowed by the Purchaser, as an adjustment on completion; and

this special condition does not affect any other right, privilege, obligation or liability acquired, or accrued under this Contract.

- (b) Despite sub clause (a), if the Vendor is unable or unwilling to complete by the completion date then the effective date for this Clause will be one clear business day after the Vendor gives written Notice to the Purchaser that he is ready, willing and able to complete.
- (c) If the Purchaser has scheduled settlement, and through no fault of the Vendor, the Purchaser cancels or postpones settlement to a different date, time or location, the Purchaser shall reimburse the Vendor's solicitor an amount of \$220.00 (GST inclusive) for legal expenses incurred by the Vendor each time a settlement is required to be rearranged.

39. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen days notice and may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party which issues a Notice to Complete is also entitled to withdraw such notice and such withdrawal shall not prejudice its right to issue a subsequent Notice.

40. DEPOSIT PAYABLE WHERE RIGHT TO "COOL OFF"

If the Contract is made and the Purchaser has the right to "Cool Off" by rescinding this Contract, pursuant to Sections 66S and 66U of the Conveyancing Act 1919, as amended, the deposit may be paid as to 0.25% of the purchase price on the date of this Contract is made and as to the balance of the deposit (or the balance of the first instalment of the deposit if it is agreed that the deposit shall be paid by instalments) by 5pm on the fifth business day after the day on which this Contract is made, or if the "cooling off" period is extended, by 5 pm on the day to which the "cooling off" period is extended.

41. PURCHASER BEING A PROPRIETARY COMPANY

If the Purchaser is a corporation then this Contract has been entered into by the Vendor at the request of the Guarantors, and, as evidenced by their execution hereof, the Guarantors do hereby jointly and severally guarantee the due observance and performance by the Purchaser of all obligations on the part of the Purchaser to be

observed and performed under the Contract and that the Guarantors will upon demand pay to the Vendor all monies which may become due, owing or payable by the Purchaser to the Vendor pursuant to the Contract and will be responsible for the due compliance, observance and performance of all of the obligations on the part of the Purchaser to be observed and performed to the same extent as if they were a party to the contract and this guarantee shall be a continuing joint and several guarantee and shall bind each Guarantor, and their heirs, executors, administrators and assigns and shall not be released, varied or negated by the giving of any time or the granting of any concession or waiver of any requirement or condition by the Vendor. The Guarantors do hereby jointly and severally indemnify and agree to hold indemnified the vendor against all losses, damages and expenses incurred by the Vendor as a result of any breach or default on the part of the Purchaser of any of the obligations on the part of the Purchaser to be observed and performed under the Contract.

42. SERVICE OF NOTICES

Notwithstanding clause 20.6 of the Standard Form, a document under or relating to this contract is served if it is sent by email to the party's solicitor, unless the sender is aware that it is not received. The document will be deemed to be served:

- (a) On the same business day that it is sent by email if it is sent before 5.00pm; and
- (b) On the next business day if it sent by email on or after 5.00pm.

43. ADJUSTMENTS

- 43.1 In the event of a separate assessment of Council and/or Water Service fee not having issued prior to the date herein provided for completion of this contract, Council rates will be adjusted on the basis of \$2,000.00 per annum paid by the Vendor and the Water Service fee \$150.00 per quarter paid by the Vendor. The Vendor undertakes to pay all such unpaid Council and/or Water Service fee for the period adjusted after the issue of an assessment for such rates.

The Vendor requires a land tax adjustment for the year current at completion as follows:

on completion the Purchaser must adjust the amount of \$2,500.00 in accordance with clause 14; and

no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

Any Insurance taken out by the Vendor shall be deemed a periodic outgoing under clause 14 of this Contract and shall be adjusted on Completion of this Contract.

44. GST

For the purposes of this Contract, "GST" means the Good and Services Tax payable under a New Tax System (Goods and Services Tax) Act 1999 and includes any Act or Regulation that deals with GST. The Price as set out in this Contract includes GST.

The price includes GST payable by the Vendor and the price will not be increased to take into account any GST payable by the Vendor.

45. DIVIDING FENCES

The Vendor is not required to contribute to the cost of any fencing work required under section 6 of the *Dividing Fences Act 1991* and the Purchaser waives any right to claim any contribution whatsoever from the Vendor.

46. SELLING AND LEASING ACTIVITIES

Both before and after completion and until the Vendor completes the sale of all lots in the Development Lot, the Vendor and persons authorised by the Vendor may:

- (a) conduct selling and leasing activities in and about the Development Lot, without limitation, other than the Property;
- (b) place and maintain in and about the Development Lot other than in or about the Property, without limitation, signs in connection with those selling and leasing activities; and
- (c) place and maintain in and about the Development Lot, other than the Property, office and other facilities for sales people.
- (d) The Purchaser agrees that prior to completion of this Contract, the Purchaser will only be entitled to list the Property for resale with a real estate agent approved by the Vendor, such approval shall not be unreasonably withheld, to market the Property and the Purchaser agrees otherwise not to advertise for sale the Property prior to completion of this Contract.
- (d) The Purchaser shall not prior to or following completion itself nor shall it allow other persons on its behalf to place any sign or notice on or within or around the Property relating to the "sale" or "lease" of the Property except with the written consent of the Vendor.

The Purchaser must not make any requisition in relation to the conduct or undertaking of the selling and leasing activities referred to in this special condition.

This clause does not merge on completion.

**GUARANTEE ANNEXURE TO CONTRACT FOR SALE OF LAND – (2018)
AS PER SPECIAL CONDITION 42**

| | |
|-------------------|---|
| VENDOR: | LB SCHOFIELDS ONE PTY LIMITED |
| PURCHASER: | |
| PROPERTY: | 30 SERPENTINE AVENUE, SCHOFIELDS |

Executed by the Guarantor/s
who is/are personally known to me:

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor



FOLIO: 28/271177

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 1/11/2019 | 8:51 AM | 1 | 20/3/2019 |

LAND

LOT 28 IN COMMUNITY PLAN DP271177
 AT SCHOFIELDS
 LOCAL GOVERNMENT AREA BLACKTOWN
 PARISH OF GIDLEY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP271177

FIRST SCHEDULE

LB SCHOFIELDS ONE PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/271177
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP1208526 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INTSTRUMENT
- 5 DP1208526 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INTSTRUMENT
- 6 AJ656216 COVENANT
- 7 AM998199 MORTGAGE TO SHINETEC (AUSTRALIA) PTY LTD
- * 8 AN352011 CAVEAT BY TREVET PROPERTY PTY LTD
- 9 DP1245121 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 10 DP271177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT (DOC.1)
- 11 DP271177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT (DOC.1)
- 12 DP271177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 1/271177

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 1/11/2019 | 9:19 AM | 1 | 20/3/2019 |

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP271177 AT SCHOFIELDS LOCAL GOVERNMENT AREA BLACKTOWN PARISH OF GIDLEY COUNTY OF CUMBERLAND TITLE DIAGRAM DP271177

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP271177 ADDRESS FOR SERVICE OF DOCUMENTS: ROMEL GHOSSAIN STRATA MANAGER 1/54 MACQUARIE STREET NORTH LIVERPOOL NSW 2170

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
3 DP1208526 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INTSTRUMENT
4 DP1208526 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INTSTRUMENT
5 AJ656216 COVENANT
6 DP1245121 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1245121 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1245121 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
9 DP271177 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

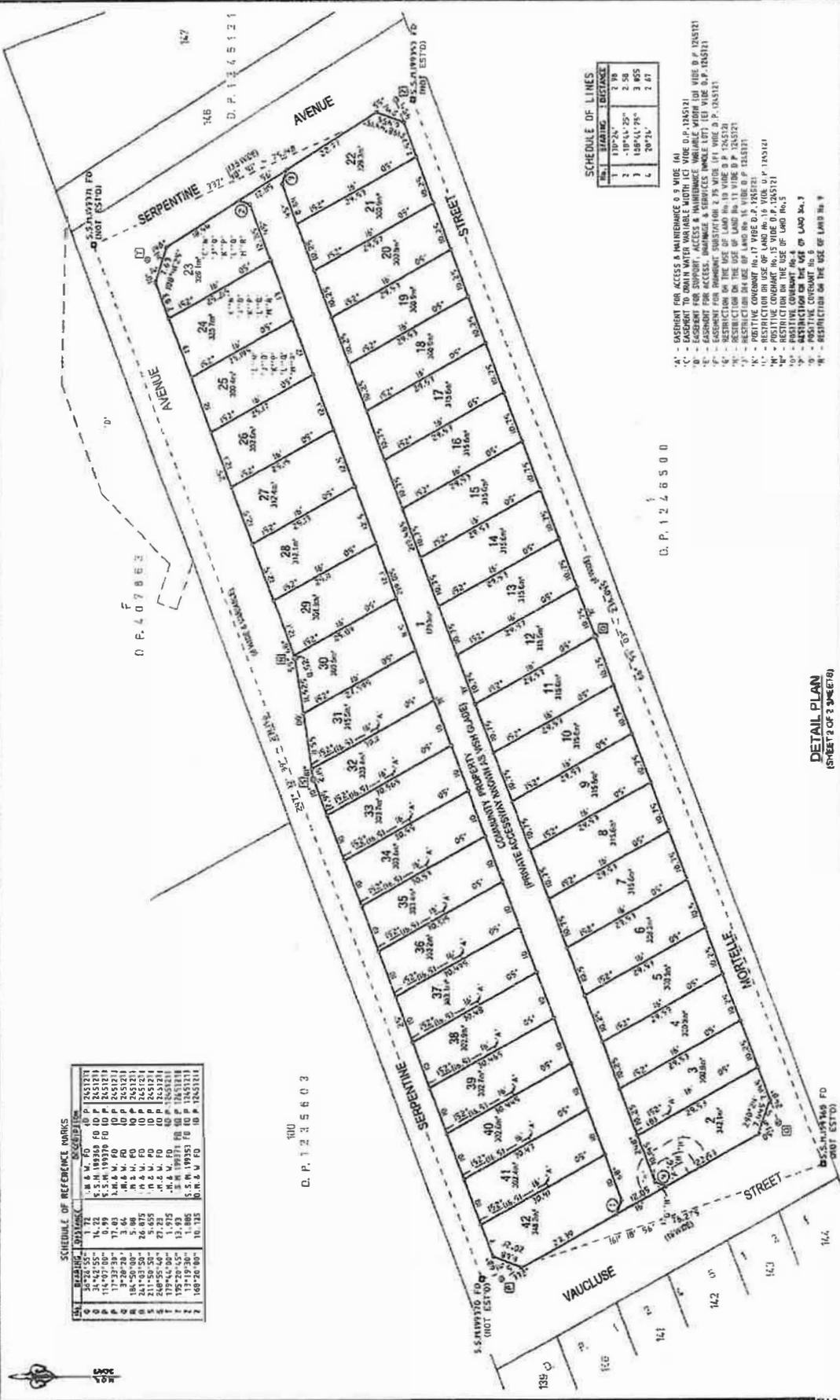
g49536

PRINTED ON 1/11/2019

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

SCHEDULE OF REFERENCE MARKS

| MARK NO. | MARK TYPE | MARK DESCRIPTION | MARK COORDINATES (Easting, Northing) | MARK STATUS |
|----------|-----------|------------------|--------------------------------------|--------------|
| 1 | 1 | 18.8 M. F.D. | 18.8 M. F.D. | 18.8 M. F.D. |
| 2 | 2 | 34.42355" | 34.42355" | 34.42355" |
| 3 | 3 | 114.97180" | 114.97180" | 114.97180" |
| 4 | 4 | 3.28028" | 3.28028" | 3.28028" |
| 5 | 5 | 184.50080" | 184.50080" | 184.50080" |
| 6 | 6 | 241.03120" | 241.03120" | 241.03120" |
| 7 | 7 | 248.55548" | 248.55548" | 248.55548" |
| 8 | 8 | 179.44528" | 179.44528" | 179.44528" |
| 9 | 9 | 175.73298" | 175.73298" | 175.73298" |
| 10 | 10 | 169.20300" | 169.20300" | 169.20300" |



DETAIL PLAN
(SHEET 3 OF 3 (34x50))

PLAN OF SUBDIVISION OF LOT 145 D.P. 1245121

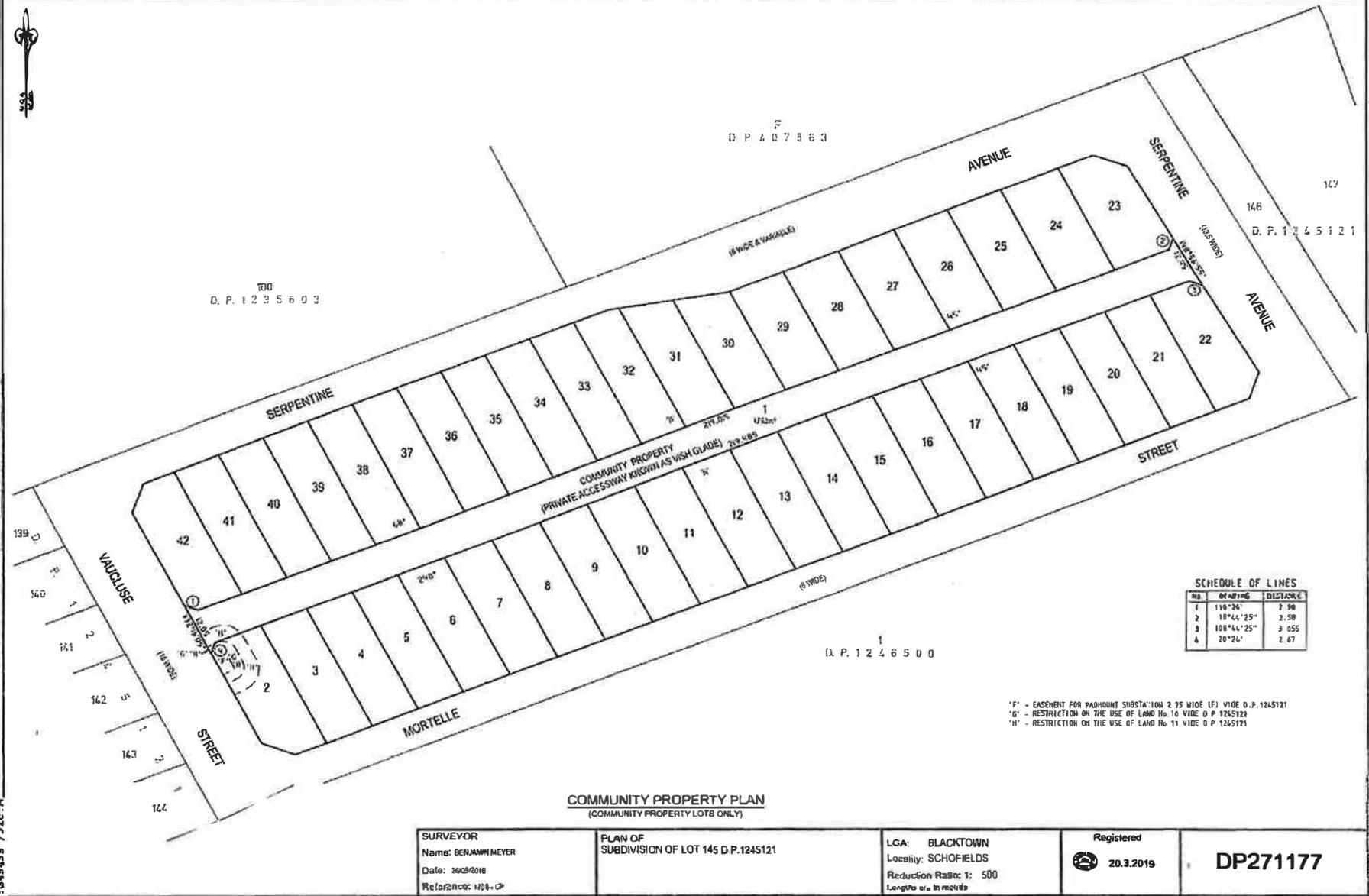
SURVEYOR
Name: BECKHAMMER
Date: 2020/03/08
Reference: 198.c.p

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1: 500
Lengths are in metres

Registered
20.3.2019

DP271177

Reg: 21.42924 / Doc: DP 0271177 2 / Rev: 20-Mar-2019 / Sta: SC OK / Pgs: 4/4 / Est: 22-Mar-2019 08:56 / Seg: 4 of 13
Ref: 019499 / Sec: N



SURVEYOR
Name: BENJAMIN MEYER
Date: 16/09/2018
Reference: 1108-CP

PLAN OF SUBDIVISION OF LOT 145 D.P.1245121

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1: 500
Lengths are in metres

Registered
20.3.2019

DP271177

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

| | |
|--|--|
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 Subdivision Certificate number: <u>SC-18-00191</u> Date of Endorsement: <u>11-1-19</u> | Office Use Only DP271177 Office Use Only (DOC.A) |
| This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • 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. | |

INITIAL SCHEDULE OF UNIT ENTITLEMENTS (CONTINUED)

| LOT | UNIT ENTITLEMENT | SUBDIVISION | LOT | UNIT ENTITLEMENT | SUBDIVISION |
|-----|------------------|-------------|--------------|------------------|-------------|
| 17 | 19 | | 30 | 18 | |
| 18 | 18 | | 31 | 18 | |
| 19 | 18 | | 32 | 18 | |
| 20 | 18 | | 33 | 18 | |
| 21 | 18 | | 34 | 18 | |
| 22 | 20 | | 35 | 18 | |
| 23 | 17 | | 36 | 18 | |
| 24 | 16 | | 37 | 18 | |
| 25 | 16 | | 38 | 18 | |
| 26 | 19 | | 39 | 18 | |
| 27 | 19 | | 40 | 18 | |
| 28 | 19 | | 41 | 18 | |
| 29 | 18 | | 42 | 20 | |
| | | | TOTAL | 750 | |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1788 - CP

| | |
|---|---|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s) | |
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 | Office Use Only <h1 style="margin: 0;">DP271177</h1> Office Use Only (DOC.A) |
| Subdivision Certificate number: <u>SC-18-00191</u> Date of Endorsement: <u>11-1-19</u> | |
| 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. | |

7

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c)) | | | | |
|--|------------|-------------|-------------|------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| COMMUNITY PROPERTY | | | | |
| 1 | | | | |
| 2 | 1 | MORTELLE | STREET | SCHOFIELDS |
| 3 | 3 | MORTELLE | STREET | SCHOFIELDS |
| 4 | 5 | MORTELLE | STREET | SCHOFIELDS |
| 5 | 7 | MORTELLE | STREET | SCHOFIELDS |
| 6 | 9 | MORTELLE | STREET | SCHOFIELDS |
| 7 | 11 | MORTELLE | STREET | SCHOFIELDS |
| 8 | 13 | MORTELLE | STREET | SCHOFIELDS |
| 9 | 15 | MORTELLE | STREET | SCHOFIELDS |
| 10 | 17 | MORTELLE | STREET | SCHOFIELDS |
| 11 | 19 | MORTELLE | STREET | SCHOFIELDS |
| 12 | 21 | MORTELLE | STREET | SCHOFIELDS |
| 13 | 23 | MORTELLE | STREET | SCHOFIELDS |
| 14 | 25 | MORTELLE | STREET | SCHOFIELDS |
| 15 | 27 | MORTELLE | STREET | SCHOFIELDS |
| 16 | 29 | MORTELLE | STREET | SCHOFIELDS |
| 17 | 31 | MORTELLE | STREET | SCHOFIELDS |
| 18 | 33 | MORTELLE | STREET | SCHOFIELDS |
| 19 | 35 | MORTELLE | STREET | SCHOFIELDS |
| 20 | 37 | MORTELLE | STREET | SCHOFIELDS |
| 21 | 39 | MORTELLE | STREET | SCHOFIELDS |
| 22 | 41 | MORTELLE | STREET | SCHOFIELDS |
| 23 | 40 | SERPENTINE | AVENUE | SCHOFIELDS |
| 24 | 38 | SERPENTINE | AVENUE | SCHOFIELDS |
| 25 | 36 | SERPENTINE | AVENUE | SCHOFIELDS |
| 26 | 34 | SERPENTINE | AVENUE | SCHOFIELDS |
| 27 | 32 | SERPENTINE | AVENUE | SCHOFIELDS |
| 28 | 30 | SERPENTINE | AVENUE | SCHOFIELDS |
| 29 | 28 | SERPENTINE | AVENUE | SCHOFIELDS |
| 30 | 26 | SERPENTINE | AVENUE | SCHOFIELDS |
| 31 | 24 | SERPENTINE | AVENUE | SCHOFIELDS |
| 32 | 22 | SERPENTINE | AVENUE | SCHOFIELDS |
| 33 | 20 | SERPENTINE | AVENUE | SCHOFIELDS |
| 34 | 18 | SERPENTINE | AVENUE | SCHOFIELDS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1788 - CP

LAD REC 2/1/2019 11:45:10 AM 1001-16-D11

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

| | |
|---|---|
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 Subdivision Certificate number: <u>SC-18-00191</u> Date of Endorsement: <u>11.1.19</u> | Office Use Only <h1 style="margin: 0;">DP271177</h1> Office Use Only (DOC.A) |
| This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c)) | | | | |
|--|------------|-------------|-------------|------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 35 | 16 | SERPENTINE | AVENUE | SCHOFIELDS |
| 36 | 14 | SERPENTINE | AVENUE | SCHOFIELDS |
| 37 | 12 | SERPENTINE | AVENUE | SCHOFIELDS |
| 38 | 10 | SERPENTINE | AVENUE | SCHOFIELDS |
| 39 | 8 | SERPENTINE | AVENUE | SCHOFIELDS |
| 40 | 6 | SERPENTINE | AVENUE | SCHOFIELDS |
| 41 | 4 | SERPENTINE | AVENUE | SCHOFIELDS |
| 42 | 2 | SERPENTINE | AVENUE | SCHOFIELDS |

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1788 - CP

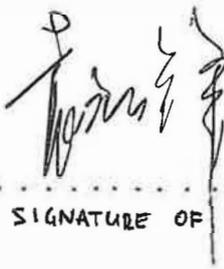
EAD REF: 21/1/19 DP 0271177 - F 6 - B 4

| | |
|--|--|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 8 sheet(s) | |
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 Subdivision Certificate number: <u>SC-18-00191</u> Date of Endorsement: <u>11-1-19</u> | <i>Office Use Only</i> DP271177 (DOC.A) <i>Office Use Only</i> |
| This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • 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. | |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -</p> <ol style="list-style-type: none"> 1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A) 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. POSITIVE COVENANT 7. RESTRICTION ON THE USE OF LAND 8. POSITIVE COVENANT 9. RESTRICTION ON THE USE OF LAND | |
| If space is insufficient use additional annex sheet | |
| Surveyor's Reference: 1788 - CP | |

CAD REF: 271177_01_DP271177_001 - F.G. - BH

| | |
|--|--|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 8 sheet(s) | |
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 | Office Use Only <h1 style="margin: 0;">DP271177</h1> Office Use Only (DOC.A) |
| Subdivision Certificate number: <u>SC-18-00190</u> Date of Endorsement: <u>9.1.19</u> | This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| <p>EXECUTED BY LB SCHOFIELDS ONE PTY LTD (ACN 600 244 639) IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT:</p> <div style="text-align: center;">  SIGNATURE OF SOLE DIRECTOR/SECRETARY </div> <div style="text-align: center;"> SHU SU NAME OF SOLE DIRECTOR/SECRETARY </div> | |
| If space is insufficient use additional annexure sheet | |
| Surveyor's Reference: 1788 - CP | |

CAD REF: E:\100A\100A_V01_DP_0271177\1788_001.DWG (5/27/19) - 10:30 AM

| | |
|--|--|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet(s) | |
| Registered:  20.3.2019 PLAN OF SUBDIVISION OF LOT 145 D.P.1245121 | Office Use Only DP271177 Office Use Only (DOC.A) |
| Subdivision Certificate number: <u>SC-18-00190</u> Date of Endorsement: <u>9.1.19.</u> | This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| MORTGAGEE TO EXECUTE BELOW: | |
|  SIGNATURE OF DIRECTOR |  SIGNATURE OF DIRECTOR |
| CHONGJUN WANG NAME OF DIRECTOR | YONGFENG YUAN NAME OF DIRECTOR |
| EXECUTED BY SHINTEC (AUSTRALIA) PTY LTD (ACN 604 511 328) IN ACCORDANCE WITH SECTION 127(i) OF THE CORPORATIONS ACT | |
| If space is insufficient use additional annexure sheet | |
| Surveyor's Reference: 1788 - CP | |

CAD REF PLANFORM_6A_DP271177_021901_F6_D4

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

(DOCUMENT 1)

Lengths are in Metres

Sheet 1 of 12 Sheets

Plan: **DP271177**

Plan of Subdivision of Lot 145
 D.P.1245121 covered by Council's
 Subdivision Certificate No. 00191 of 2018

| | |
|---|---|
| <u>Full Name and address of Proprietor of land:</u> | LB SCHOFIELDS ONE PTY LTD ACN 600 244 639 Level 38, Australia Square, 264-278 George Street SYDNEY NSW 2000 |
|---|---|

Part 1 (Creation)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|---|---|
| 1. | Easement for Access & Maintenance 0.9 Wide (A) | 3 31 32 33 34 35 36 37 38 39 40 41 | 2 32 33 34 35 36 37 38 39 40 41 42 |
| 2. | Restriction on the Use of Land | Lots 2 to 41 inclusive | Blacktown City Council |

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer
 CR Ref: 1788-CP v07

Lengths are in Metres

(DOCUMENT 1)
 Sheet 2 of 12 Sheets

Plan: **DP271177**

Plan of Subdivision of Lot 145
 D.P.1245121 covered by Council's
 Subdivision Certificate No.00191 of 2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--|---|
| 3. | Restriction on the Use of Land | Lots 2 to 22 inclusive and lots 26 to 42 inclusive | Blacktown City Council |
| 4. | Restriction on the Use of Land | Each and every lot | Blacktown City Council |
| 5. | Restriction on the Use of Land | Lots 23, 24 & 25 | Blacktown City Council |
| 6. | Positive Covenant | Lots 23, 24 & 25 | Blacktown City Council |
| 7. | Restriction on the Use of Land | Lots 23, 24 & 25 | Blacktown City Council |
| 8. | Positive Covenant | Lots 23, 24 & 25 | Blacktown City Council |
| 9. | Restriction on the Use of Land | Lots 23, 24 & 25 | Blacktown City Council |

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer
 CR Ref: 1788-CP v07

Lengths are in Metres

(DOCUMENT 1)
Sheet 3 of 12 Sheets

Plan: **DP271177**

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

Part 2

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

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

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

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

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

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

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

The Authority having the power to release, vary or modify the terms of the easement numbered 1 in the abovementioned plan is Blacktown City Council.

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.....
General Manager / Authorised Officer
CR Ref: 1788-CP v07

Lengths are in Metres

Plan: **DP271177**

(DOCUMENT 1)
Sheet 4 of 12 Sheets

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

Part 2 (cont)

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

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

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

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

No building or structure shall be erected on the lot hereby burdened unless in accordance with the salinity requirements and management strategies contained within the report prepared by Geotest Services Ref: 31162/2 dated 13th August 2018 and held on Council file DA-15-2283.

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

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

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 4 in the plan is Blacktown City Council.

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-CP v07

(DOCUMENT 1)

Sheet 5 of 12 Sheets

Lengths are in Metres

Plan: **DP271177**

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

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

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

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file CC-18-00165.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, as prepared by Craig & Rhodes on 29th September 2017 a copy of which is held on Council File CC-18-00165. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice,

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-CP v07

Lengths are in Metres

Plan: **DP271177**

(DOCUMENT 1)
Sheet 6 of 12 Sheets

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs,

charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CC-18-00165.

Name of Authority empowered to release vary or modify positive covenant numbered 6 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



General Manager / Authorised Officer
CR Ref: 1788-CP v07

Lengths are in Metres

Plan: **DP271177**

(DOCUMENT 1)

Sheet 7 of 12 Sheets

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the device' means the Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-18-00165.

Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Blacktown City Council.

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the device clean and free from silt, rubbish and debris
 - (b) Maintain and repair the device, at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule as prepared by Craig & Rhodes on 27/09/2017, a copy of which is held on Council File CC-18-00165. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

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.....
General Manager / Authorised Officer
CR Ref: 1788-CP v07

(DOCUMENT 1)

Sheet 8 of 12 Sheets

Lengths are in Metres

Plan: **DP271177**

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 0041 of 2018

- (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the device' means the Future Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces

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.....
General Manager / Authorised Officer
CR Ref: 1788-CP v07

Lengths are in Metres

Plan: **DP271177**

(DOCUMENT 1)
Sheet 9 of 12 Sheets

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

designed to detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-18-00165.

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

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

Located on the subject land is a part of a temporary stormwater detention drainage basin. The whole temporary basin is required to remain on the land until the downstream regional stormwater drainage basin able to service this land is constructed and made operational by Blacktown City Council

In the meantime, no development including a residential dwelling shall take place on the subject land until such time as the regional stormwater drainage basin is operational and this subdivision is connected to and drains into this regional basin to Council's satisfaction.

A Development Application will be required to decommission and fill the temporary detention basin. The required Development Application shall include all lots affected by the temporary basin and shall identify all works necessary to safely decommission the basin and restore the lots in a manner that will not cause adverse effects to future owners of the lot.

This work may include, but is not be limited to, the adjustment and/or removal of retaining walls, control pits, temporary stormwater lines, pit diversions, disposal of unsuitable or contaminated material and installation of permanent stormwater connections shall be made in accordance with the stormwater concept approved under DA-15-02283.

Any works within a public road reserve will require a separate Roads Act approval.

There is no time limit on this restriction.

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

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.....
General Manager / Authorised Officer
CR Ref: 1788-CP v8

Lengths are in Metres

Plan: **DP271177**

(DOCUMENT 1)

Sheet 10 of 12 Sheets

Plan of Subdivision of Lot 145

D.P. 1245121 covered by Council's

Subdivision Certificate No. 00191 of 2018

Part 2 (cont)

EXECUTED by)
LB SCHOFIELDS ONE PTY LTD,)
(ACN 600 244 639)
in accordance with section 127(1) of the)
Corporations Act:

.....
~~Signature of Director~~

.....
~~Name of Director~~


.....
Signature of Director/Secretary
SOLE

SHU SU
.....
Name of Director/Secretary
SOLE

APPROVED BY BLACKTOWN CITY COUNCIL


.....
~~General Manager~~ / Authorised Officer
CR Ref: 1788-CP v07

ePlan

(DOCUMENT 1)

Sheet ¹¹ 6 of ¹² 7 Sheets

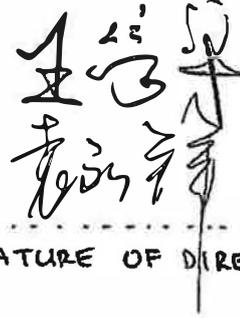
Lengths are in Metres

Plan: **DP271177**

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No. 00191 of 2018

Part 2 (cont)

MORTGAGEE TO EXECUTE BELOW:



SIGNATURE OF DIRECTOR
CHONGJUN WANG
NAME OF DIRECTOR

.....
SIGNATURE OF DIRECTOR

.....
YONGFENG YUAN
NAME OF DIRECTOR

EXECUTED BY SHINETEC (AUSTRALIA) PTY LTD
(ACN 604 511 328)
IN ACCORDANCE WITH SECTION 127(1) OF
THE CORPORATIONS ACT

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-CP v04

(DOCUMENT 1)

Sheet 12 of 12 Sheets

Lengths are in Metres

Plan: **DP271177**

Plan of Subdivision of Lot 145
D.P.1245121 covered by Council's
Subdivision Certificate No.

Part 2 (cont)

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

(name of delegate)


.....
Signature of Delegate

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

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

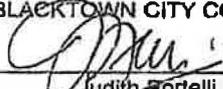

.....
Signature of Witness

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

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

.....
Address of Witness

REGISTERED  20.3.2019

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref. 1788-CP v07

DP271177

COMMUNITY MANAGEMENT STATEMENT

COMMUNITY LAND DEVELOPMENT ACT

{03438444}Page 1 of 10

**TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES**

REGISTERED



20.3.2019

DP271177

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the Community Association, and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community lot.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (see section 17(2) Community Land Management Act 1989.)

By-Law 1.1 Landscaping Standards

The Community Association may from time to time make Rules and Regulations pursuant to and in accordance with By-Law 4.1 prescribing landscape standards for the Community scheme ("Standards").

By-Law 1.2 Original Proprietor

While the original proprietor retains a lot or until a period of two (2) years after registration has elapsed its consent shall be required prior to the registration of any change.

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-laws to use the Restricted Community Property (see section 54 Community Land Management Act 1989.)

By-Law 2 Restricted Property

No part of the Community property is subject to any restriction pursuant to Section 54 of the Community Land Management Act 1989.

PART 3

By-Law 3.1 – Open Access Ways or Private Access Ways

The Private Accessways provided as part of the Community Property in the Plan of Subdivision is a private access way.

3.1.1 The Community Association is responsible for the control, management, use and maintenance of the private access way. The private access way is to be used to enable vehicular access to Community lots.

3.1.2 A person must not park or stand any vehicle, caravan, boat or trailer on any part of the private access way unless it is specifically being used by the Association for the maintenance of the Community Property.

DP271177

By-Law 3.2 – Permitted Uses and Special Facilities on the Community Property

3.2.1 An Owner or Occupier of a Lot must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to the Community Property;

- (a) leave anything on the Community Property;
- (b) obstructs the use of the Community Property;
- (c) uses any part of the Community Property for the Owner's or Occupier's own purposes;
- (d) erect on Community Property any structure;
- (e) attach to Community Property any item;
- (f) does or permits anything which might damage Community Property;
- (g) alters Community Property.

3.2.2 An Owner or Occupier of a Lot must;

- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of such damage or defect;
- (b) use anything on the Community Property only for purpose for which it was constructed or provided; and
- (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.

By-Law 3.3 – Internal Fencing

3.3.1 The Dividing Fences Act 1991 applies to any external and internal boundary fences, erected within the Community Scheme.

3.3.2 The Community Association is responsible for the maintenance and replacement of fencing of Community Property. Where the Community Association is obliged to make a contribution to an owner of land outside the association parcel in relation to a dividing fence between that land and a lot within the association parcel, the proprietor or occupier, being the owner of that lot, shall reimburse the Community Association in respect of any such contribution.

By-Law 3.4 – Services

3.5.1 Drainage pits services will be provided (if any) as shown on the Services Plan.

3.5.2 The Community Association must maintain and repair any drainage pits and regularly check and maintain the drainage system.

3.5.3 If maintenance or repair works are required to the drainage pits as a result of an act or omission of an Owner or Occupier of a Lot, then the Community Association can recover any costs of maintenance or repair of the inter-allotment drainage Service Line from the Owner or Occupier of that Lot.

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3.5.4 If Service Lines are not installed in the position indicated on the Services Plan, then;

- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Service Lines as installed;
- (b) all members of the Community Association and any Subsidiary Body must consent to any later Services Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

By-Law 3.6 – Insurance

3.6.1 The Community Association must take out any insurance required under the Community Land Development Act 1989 and Community Land Management Act 1989 or any other Act which may include, but are not limited to policies:

- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risks;
- (b) under the Workers Compensation Act 1987 (if staff are employed by the Community Association)
- (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages;
- (d) against damages for which the Community Association may become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
- (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.

3.6.2 The Community Association must review, on an annual basis:

- (a) all of its insurance; and
- (b) the need for new or additional insurances.

3.6.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

3.6.4 If there is an increase in risk or a new risk or a new risk to the Community Property then the Community Association must immediately;

- (a) effect new insurances;
- (b) vary or extend existing insurances

3.6.5 An Owner or Occupier of a Lot must obtain the written approval of the Community Association before that Owner or Occupier does anything that might :

- (a) void or prejudice the Community Association's insurance; or

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(b) increase any insurance premium which the Community Association pays.

3.6.6 Each proprietor or occupier shall be responsible for insuring against all and any risks being the proprietor of a lot including without limitation the risk of damage or destruction to any improvements constructed thereon.

By-Law 3.7 – Executive Committee

3.7.1 The Executive Committee must be established under the Community Land Management Act.

3.7.2 The officers of the Executive Committee are the Secretary, Treasurer and Chairperson.

3.7.3 The functions of the Secretary of the Executive Committee include :

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of contributions and other matters under clause 2 of schedule 4 to the Community Land Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Community Land Management Act.

3.7.4 The functions of the Treasurer of the Executive Committee include :

- (a) notifying members of the Community Association of contributions levied under the Community Land Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions and other matters under clause 2 of schedule 4 to the Community Land Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Community Land Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Community Land Management Act.

3.7.5 The function of the Chairperson is to preside at Community Association meetings and Executive Committee meetings at which the Chairperson is present.

3.7.6 A member of the Executive Committee is :

DP271177

- (a) not entitled to any remuneration for the performance of that person's functions;
- (b) is entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

3.7.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.

3.7.9 By- law 3.7.8 does not apply if a member is fraudulent or negligent.

3.7.10 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must :

- (a) notify members of the Community Association of the meeting including details of the meeting; and
- (b) provide each member of the Community Association with a copy of the agenda for the meeting.

3.7.11 The agenda must list the business that the Executive Committee will deal with at the meeting.

3.7.12 The Secretary must ensure that :

(a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and

(b) that the following are properly kept :

- 1) agendas and minutes of meetings of the Executive Committee;
- 2) records of decisions of the Executive Committee; and
- 3) records of notices.

3.7.13 If the Secretary is absent, then the Chairperson must ensure that the Executive Committee complies with By-Law 3.7.12.

3.7.14 An Owner of a Lot must pay :

(a) contributions levied under this Management Statement and the Community Land Management Act when they fall due; and

(b) on demand, any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the By-Laws in relation to the Owner or Occupier.

3.7.15 If a contribution or amount payable under this Management Statement or the Community Land Legislation is not paid when due, then interest is payable under s20A(1) of the Management Act,

3.7.16 A certificate signed by the Community Association, its Managing Agent (if any) or the Secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence :

- (a) the amount; or
- (b) any other fact stated in that certificate.

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PART 4

OPTIONAL MATTERS

By-Law 4.1 – Rules and Regulations

4.1.1 The Community Association may at any time and from time to time make, amend, cancel, add to or suspend rules and regulations (“Rules and Regulations”) which are not inconsistent with any By-Laws contained in this Management Statement or any function or obligation imposed on the Community Association under any Act. Each proprietor or occupier imposed on the Community Association under any Act. Each proprietor or occupier shall be bound by the Rules and Regulations. If there is any inconsistency between the By-Laws contained in this Management Statement and any of the Rules and Regulations, the By-Laws contained in this Management Statement shall prevail.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

This part may specify by-laws made at the request of a public authority. These by-laws may not be amended without the consent of the public authority. See schedule 3 Clause 4 Community Land Development Act 1989.

By-Law 5.1 – Open Space

5.1 Approval of this Community Statement by Blacktown City Council (Council) does not confer any rights upon the Community Management Association to place or construct any infrastructure upon Council owned land without Council’s written consent.

By-Law 5.2 – Garbage

5.2.1 The proprietor or occupier of a Lot is responsible to ensure that all garbage is made available for collection by Blacktown City Council in accordance with Blacktown City Council’s ordinances relating to the disposal of garbage.

5.2.2 The proprietor or occupier of a Lot must ensure that the bin or receptacle for the Lot is promptly removed from the collection area or collection point as soon as practicable after the date of Council’s collection.

5.2.3 The proprietor or occupier of a Lot must not store garbage on their Lot other than in an appropriate container.

5.2.4 The proprietor or occupier of a Lot must ensure that the respective containers are hidden from view from outside the Lot and that they do not emit odours.

5.2.5 Subject to its obligation to properly maintain Community Property, the Community Association has no obligation to collect and remove garbage.

DP271177

Execution by the original Proprietor

Signature / Seal 

Name SHU SU

Date 11/1/19

Signature of Witness 

Name (Please Print) JOHWELVIC BACOLOP

Address of Witness

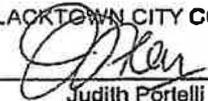
Certificate of Approval

It is certified :

- a) That the Consent Authority has consented to the development described in Development Application No [DA-15-02283].
- b) That the terms and conditions of this management statement are not inconsistent with the development as approved

Date 11.1.19

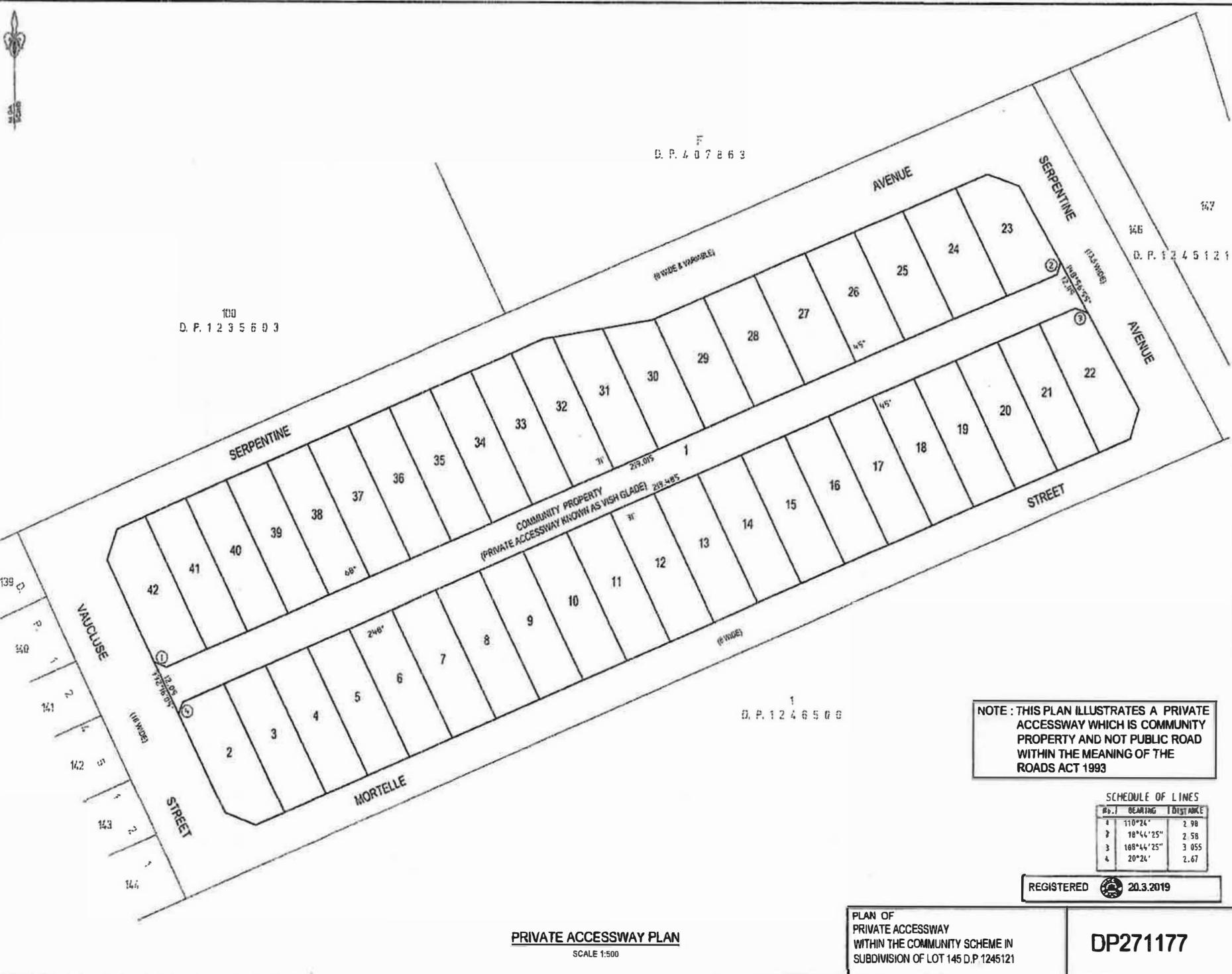
Execution of Consent Authority

BLACKTOWN CITY COUNCIL

 Judith Portelli
 Manager Development Services

TERMS OF INSTRUMENT NOT CHECKED
IN NSW LAND REGISTRY SERVICES

| | | |
|------------|---|-----------|
| REGISTERED |  | 20.3.2019 |
|------------|---|-----------|

Reg: R142927 / Dec: DP 0271177 M / Rev: 20-Mar-2019 / Sts: SC OK / Egs: ALL / Frt: 22-Mar-2019 08:56 / Seq: 9 of 10
 Ref: 049439 / Src: M



100
D. P. 1235693

71
D. P. 407863

147
146
D. P. 1245121

1
D. P. 1246508

NOTE: THIS PLAN ILLUSTRATES A PRIVATE ACCESSWAY WHICH IS COMMUNITY PROPERTY AND NOT PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993

SCHEDULE OF LINES

| NO. | BEARING | DISTANCE |
|-----|------------|----------|
| 1 | 110°24' | 2.98 |
| 2 | 108°44'25" | 2.58 |
| 3 | 108°44'25" | 3.055 |
| 4 | 20°24' | 2.67 |

REGISTERED 20.3.2019

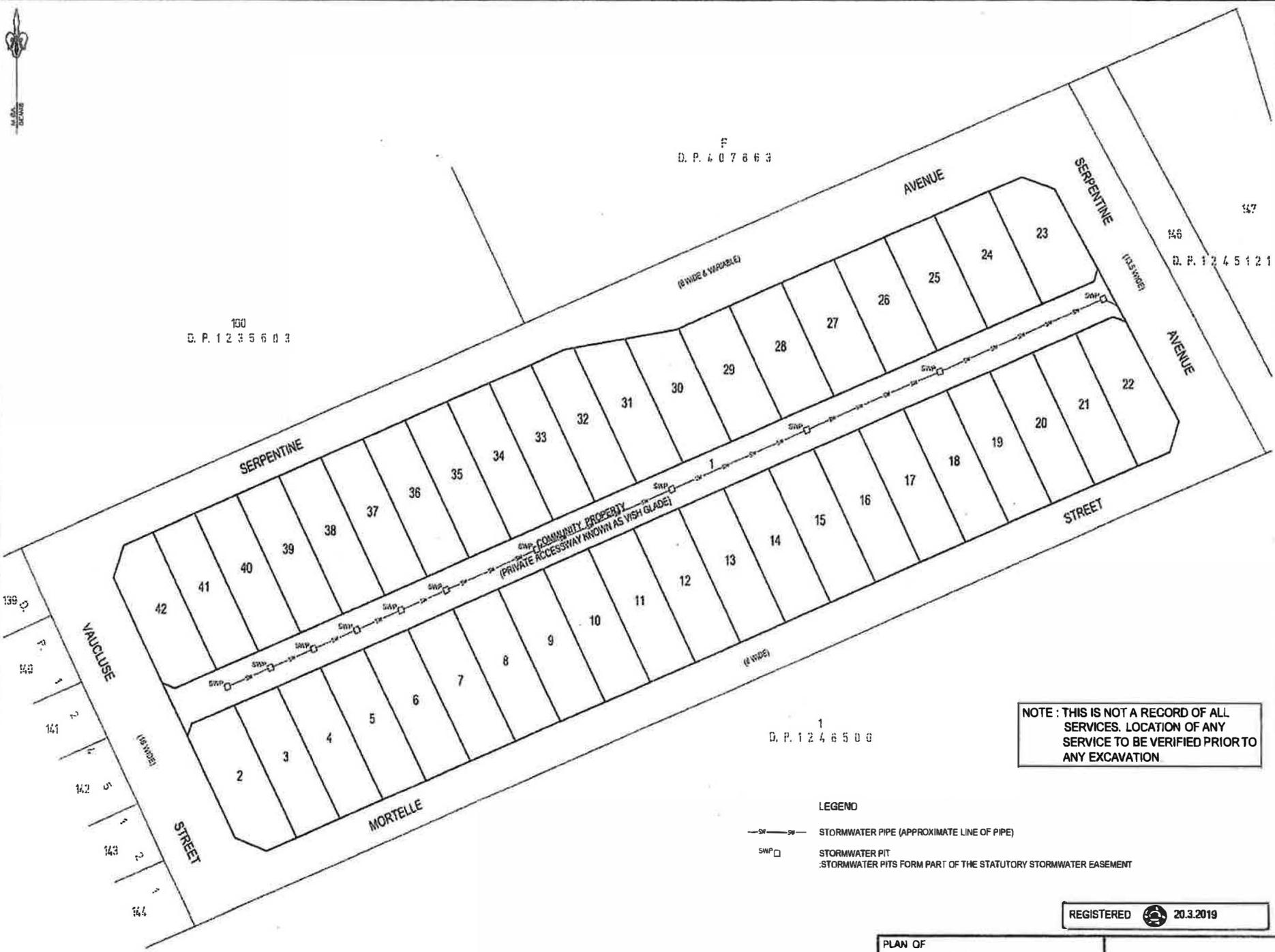
PRIVATE ACCESSWAY PLAN
SCALE 1:500

PLAN OF
PRIVATE ACCESSWAY
WITHIN THE COMMUNITY SCHEME IN
SUBDIVISION OF LOT 145 D.P. 1245121

DP271177

C:\Users\j\Documents\Projects\1245121\DP 271177.dwg

Reg: R142927 / Doc: DP 0271177 M / Rev: 20-Mar-2019 / sts: 9C OK / Pgs: 11/12 / Pct: 22-Mar-2019 08:56 / Seq: 10 of 10
Ref: 649459 / Sec: M



F
D. P. 4 0 7 6 6 3

130
D. P. 1 2 3 5 6 0 3

147
146
D. P. 1 2 4 5 1 2 1

1
D. P. 1 2 4 6 5 0 0

NOTE : THIS IS NOT A RECORD OF ALL SERVICES. LOCATION OF ANY SERVICE TO BE VERIFIED PRIOR TO ANY EXCAVATION

- LEGEND
- SW — SW — STORMWATER PIPE (APPROXIMATE LINE OF PIPE)
 - SWP □ STORMWATER PIT
 - STORMWATER PITS FORM PART OF THE STATUTORY STORMWATER EASEMENT

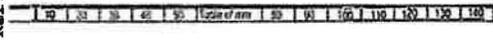
REGISTERED 20.3.2019

SERVICES WITHIN THE COMMUNITY SCHEME
SCALE 1:500

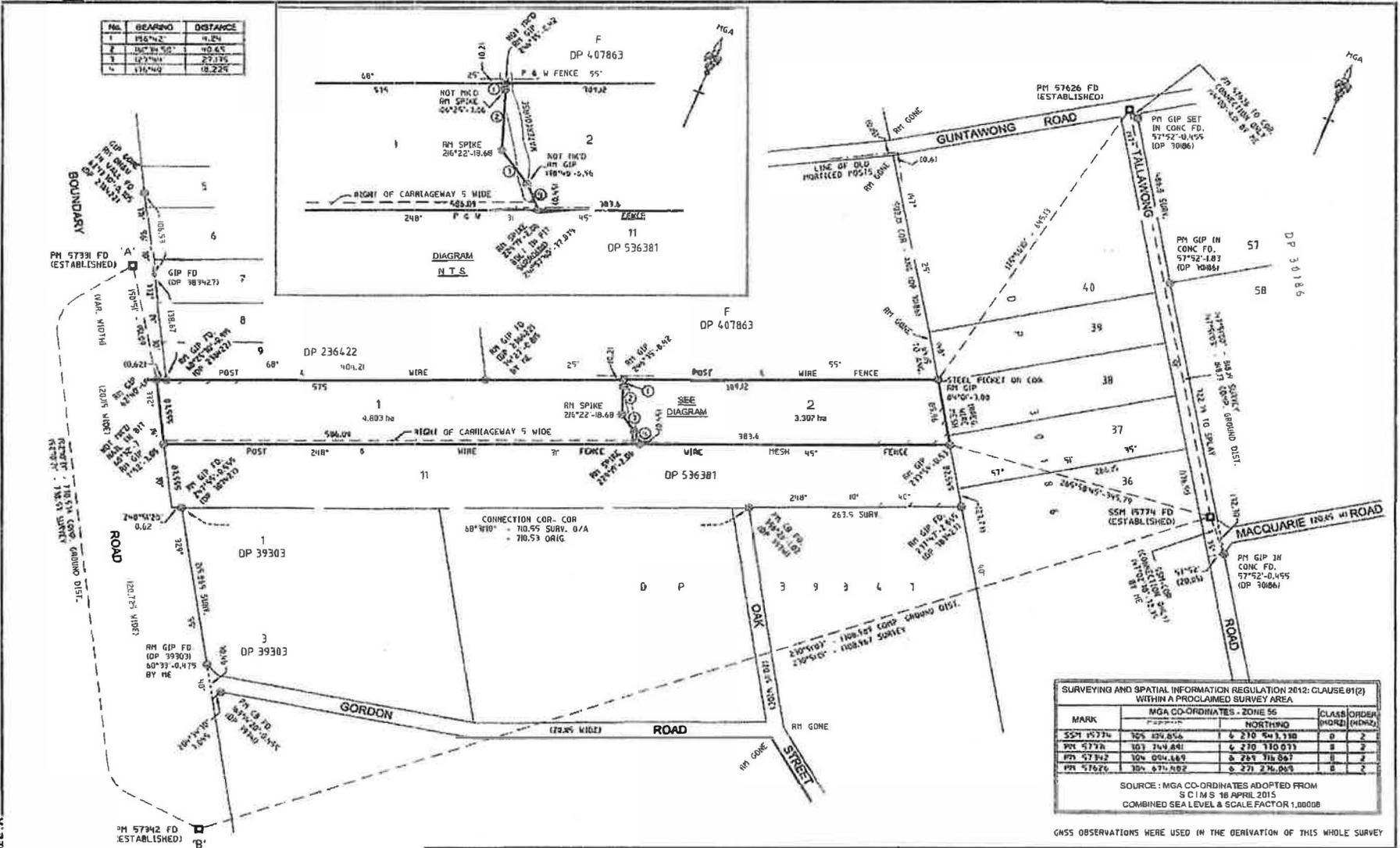
PLAN OF SERVICES WORK-AS-EXECUTED WITHIN THE COMMUNITY SCHEME IN SUBDIVISION OF LOT 145 D.P.1245121

DP271177

DATE: 27/03/2019 11:52:17 AM



Reg: 2048281 / Doc: DP 1208526 2 / Rev: 13-Jul-2015 / Sta: SC-OK / Egn: ALL / Pzt: OS-Mst-2019 13:25 / Req: 1 of 3
Ref: 049503 / See: N

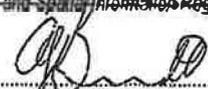


| | | | | |
|---|--|--|-------------------------|------------------|
| Surveyor: ANTHONY JOHN BERNETT Date of Survey: 17 APRIL 2015 Surveyor's Ref: 4890 | PLAN OF SUBDIVISION OF LOT 10 IN DP 536381 | LGA: BLACKTOWN Locality: SCHOPFELDS Subdivision No: 13260 Lengths are in metres. Reduction Ratio 1:3000 | Registered 10.7.2015 | DP1208526 |
|---|--|--|-------------------------|------------------|

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 2 sheet(s) |
|--|---|-----------------------|
| <p>Registered:  10.7.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> | <p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1208526</p> <p>Office Use Only</p> | |
| <p>PLAN OF SUBDIVISION OF LOT 10 IN DP 536381</p> | <p>LGA: BLACKTOWN</p> <p>Locality: SCHOFIELDS</p> <p>Parish: GIDLEY</p> <p>County: CUMBERLAND</p> | |
| <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> | <p style="text-align: center;">Survey Certificate</p> <p>I, ANTHONY JOHN BENNETT of USHER & COMPANY PTY LIMITED PO BOX 1199, CHATSWOOD NSW 2057 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 17 APRIL 2015</p> <p>*(b) The part of the land shown in the plan (being excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 26 June 2015</p> <p>Surveyor ID: 493</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: Urban Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | |
| <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Judith Portelli</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reservation shown.</p> <p>Signature: </p> <p>Accreditation number: N/A</p> <p>Consent Authority: BLACKTOWN CITY COUNCIL</p> <p>Date of endorsement: 30 JUNE 2015</p> <p>Subdivision Certificate number: 13269</p> <p>File number: DA-15-595</p> <p>*Strike through if inapplicable.</p> | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> | |
| | <p>Plans used in the preparation of survey/compilation.</p> <p>DP 536381 DP 30186</p> <p>DP 236422 DP 407863</p> <p>DP 383427</p> <p>DP 383428</p> <p>DP 39303</p> <p>DP 39341</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> | |
| <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> | <p>Surveyor's Reference: 4950</p> | |

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

| | | | |
|---|--------------------|---|--|
| Office Use Only | | Office Use Only | |
| Registered:  10.7.2015 | <h1>DP1208526</h1> | | |
| PLAN OF SUBDIVISION OF LOT 10 IN DP 536381 | | | |
| Subdivision Certificate number: <u>13269</u> | | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |
| Date of Endorsement: <u>3/6/15</u> | | | |

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

1. RIGHT OF CARRIAGEWAY 5 WIDE
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND



Charlie Sultana



Joseph Sultana

STREET ADDRESSES NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4950

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

(Sheet 1 of 2)

Plan: DP1208526

Plan of subdivision of Lot 10 in
 D.P.536381 covered by subdivision
 certificate...13269
 dated...30/6/15

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

Charlie Sultana and
 Joseph Sultana
 Lot 10 Boundary Road,
 Schofields NSW 2762

Part 1 (Creation)

| <i>Number of item shown in the intention panel on the plan</i> | <i>Identity of easement, restriction or positive covenant referred to in the plan.</i> | <i>Burdened lot(s) or parcel(s):</i> | <i>Benefited lot(s), bodies or Prescribed Authorities:</i> |
|--|--|--------------------------------------|--|
| 1 | Right of Carriageway 5 wide | 1 | 2 |
| 2 | Restriction on the use of land | 1 & 2 | Blacktown City Council |
| 3 | Restriction on the use of land | 1 & 2 | Blacktown City Council |

Part 2 (Terms)

BLACKTOWN CITY COUNCIL


 W. Portelli
 Manager Development Services

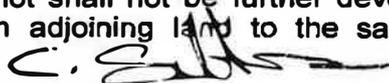
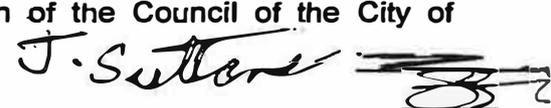
1. Terms of easement numbered 1 in the plan

Right of Carriageway

Name of Authority empowered to release, vary or modify restriction of positive covenant numbered 1 in the plan: Blacktown City Council

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

The burdened lot shall not be further developed unless it is developed and/or re-subdivided with adjoining land to the satisfaction of the Council of the City of Blacktown.

DP1208526

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

DP1208526

(Sheet 2 of 3)

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

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

**Name of Authority empowered to release, vary or modify restriction of positive
covenant numbered 2 & 3 in the plan:**

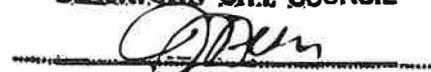
Blacktown City Council

DP1208526



J. Suttar

BLACKTOWN CITY COUNCIL



Judith Forrester
Manager Development Services

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

(Sheet 3 of 3)

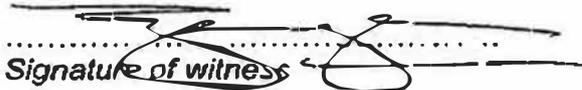
Plan: **DP1208526**

Plan of subdivision of Lot 10 in
D.P.536381 covered by subdivision
certificate 13269
dated 30/6/15

Signed in my presence by **Charlie
Sultana** who is personally known to me:



Charlie Sultana
Registered Proprietor


Signature of witness

VIVIAN NAUTEN
Name of witness

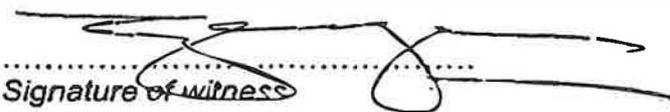
3/9 George St, Parramatta NSW 2150 Solicitor
Address and occupation of witness

1/7/2015
Date

Signed in my presence by **Joseph
Sultana** who is personally known to me:



Joseph Sultana
Registered Proprietor


Signature of witness

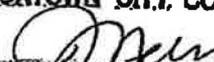
VIVIAN NAUTEN
Name of witness

3/9 George St, Parramatta NSW 2150 Solicitor
Address and occupation of witness

1/7/2015
Date

DP1208526

BLACKTOWN CITY COUNCIL



Judith Portelli
Manager Development Services

REGISTERED



10.7.2015

Form: 01TCV
Licence: 05-11-639
Licensee: Softdocs
Grech & Bannerman Lawyers

TRANSFER INCLUDING COVENANT

New South Wales
Real Property Act 1900



AJ656216N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

| | |
|----------------------------------|---|
| Office of State Revenue use only | NEW SOUTH WALES DUTY 15-07-2015 0008070119-00 SECTION 18(2) DUTY \$ *****10.00 |
|----------------------------------|---|

(A) TORRENS TITLE

| |
|-----------|
| 1/1208526 |
|-----------|

(B) LODGED BY

| | | |
|-----------------------------|---|-------------------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any <i>Chris Forbes - Kardos Stanton Lawyers level 5, 151 Castlereagh St, Sydney NSW 2000</i> | CODE TV |
| | Reference (optional): | |

(C) TRANSFEROR

| |
|------------------------------------|
| CHARLIE SULTANA and JOSEPH SULTANA |
|------------------------------------|

(D)

The transferor acknowledges receipt of the consideration of \$ 11,402,907.33 and as regards the land specified above transfers to the transferee an estate in fee simple and

(E)

the transferee covenants with the transferor as set out in schedule 1 hereto.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

| |
|---|
| LB SCHOFIELDS ONE PTY LTD (ACN 600 244 639) |
|---|

(H)

| |
|----------|
| TENANCY: |
|----------|

DATE / /

(I) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:
Name of witness: KYLIE BROWN
Address of witness: LEVEL 6, GEORGES Street, Parramatta NSW 2150

Signature of transferor:

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:
Authorised officer's name: Shu Su
Authority of officer: Sole Director / SECRETARY
Signing on behalf of: LB SCHOFIELDS ONE PTY LTD (ACN 600 244 639)

UNDER SEC. 127 OF THE CORPORATIONS ACT 2001.

(J) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 873322 Full Name: DAVID JOHANSSON Signature:

Form: OITCV

(K) SCHEDULE 1 TO TRANSFER: TRANSFEREE'S COVENANT

(L) Dated: / /

From: CHARLIE SULTANA AND JOSEPH SULTANA

To: LB SCHOFIELDS ONE PTY LTD (ACN 600 244 639)

(M) Land benefited by covenant: 2/1208526

Land burdened by covenant: 1/1208526

(N) Terms of the covenant:

AND the Transferees for themselves and their assigns hereby for the benefit of the adjoining Lot 2 in DP 1208526 but only during the ownership thereof by the Transferor and his assigns other than purchasers on sale covenant with the Transferor and his assigns other than purchasers on sale that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining lot which consent shall not be withheld if such fence is erected and maintained without expense to the Transferor or his said assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

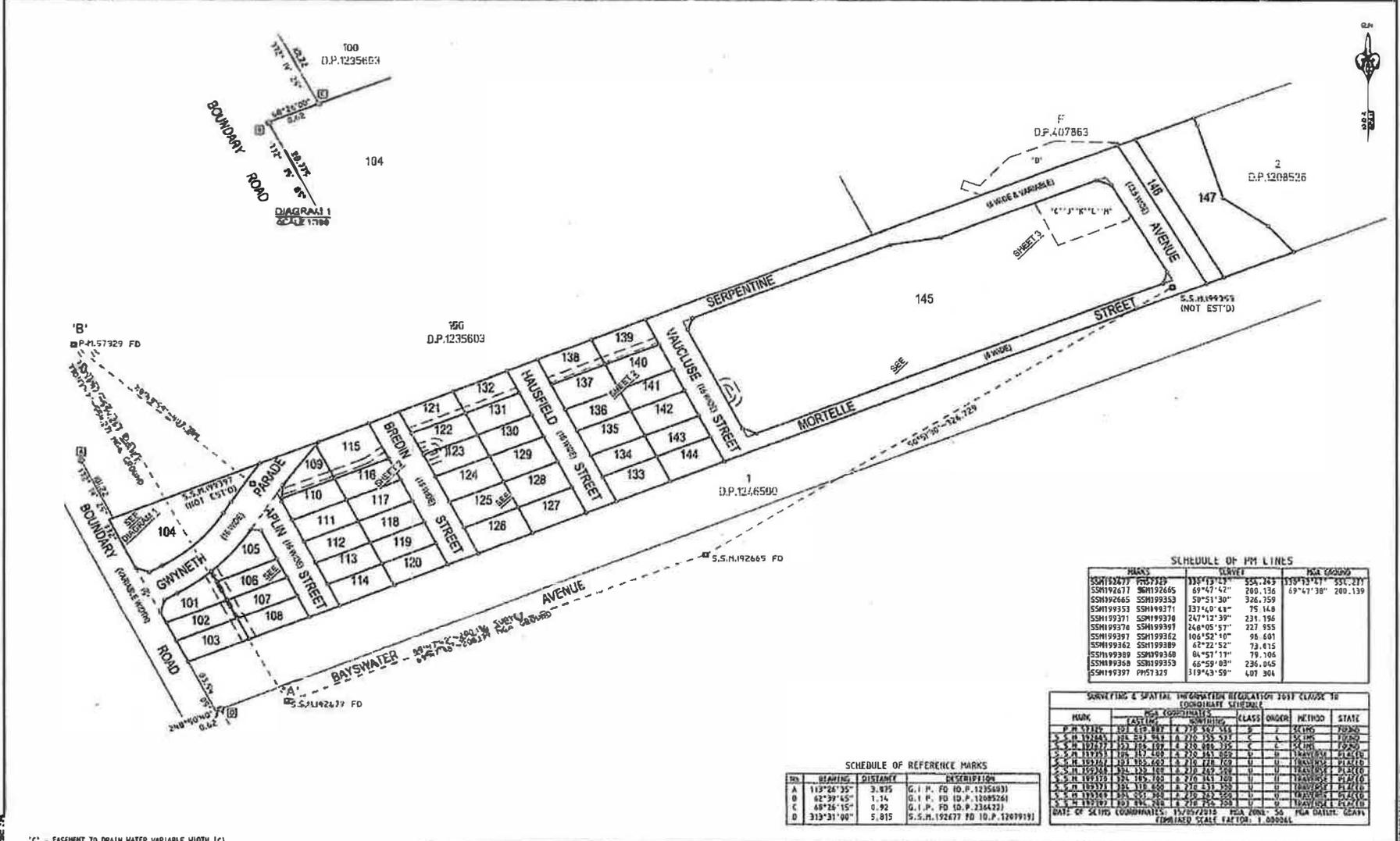
AND for the purpose of Section 88 of the Conveyancing Act 1919 it is hereby further agreed and declared:

- (a) That the land to which the benefit of the above covenant is intended to be appurtenant is Lot 2 in DP 1208526.
- (b) That the land which is to be subject to the burden of the above covenant is the land described herein.
- (c) That the above covenant may be released, varied or modified by the registered proprietors for the time being of Lot 2 in DP 1208526.

(O) Signature of witness: 
KYLIE BROWN, LEVEL 6, 9 GEORGE ST
PARRAMATTA, NSW 2150
Signature of witness: 
MISHELL DRAGOMIROVIC
601/2-B BROOKHOLLOW AVE
BAULKHAM HILLS, NSW 2153

Signature of transferor: 
Signature of transferee: 

Reg: 2022218 / Doc: DP 1245121 P / Rev: 05-Mar-2019 / Shts: BC, OK / Egs: ALL / Pnt: 07-Mar-2019 12:58 / Seg: 1 of 11
 Ref: 649439 / Sht: N



SCHEDULE OF FM LINES

| MARKS | BEARING | DISTANCE | MARKS | BEARING | DISTANCE |
|---------------------|------------|----------|-----------|------------|----------|
| SSM192677 PMS7329 | 336°13'23" | 556.243 | SSM192677 | 336°13'23" | 556.243 |
| SSM192671 SSM192665 | 69°47'42" | 200.136 | SSM192671 | 69°47'30" | 200.139 |
| SSM192665 SSM199353 | 59°51'30" | 326.359 | | | |
| SSM199353 SSM199371 | 131°40'41" | 75.144 | | | |
| SSM199371 SSM199378 | 247°12'39" | 231.196 | | | |
| SSM199378 SSM199397 | 164°05'57" | 222.955 | | | |
| SSM199397 SSM199362 | 104°52'10" | 96.601 | | | |
| SSM199362 SSM199389 | 64°22'52" | 73.675 | | | |
| SSM199389 SSM199368 | 04°51'11" | 79.106 | | | |
| SSM199368 SSM199353 | 66°59'03" | 236.045 | | | |
| SSM199397 PMS7329 | 319°43'59" | 407.304 | | | |

SURVEYING & SPATIAL INFORMATION REGULATION 2013 CLASS 10

| MARK | LASTING | COORDINATES | CLASS | ORDER | METHOD | STATE |
|---------------|---------|-------------|-------|-------|--------|-------|
| S.S.M. 192677 | 107 | 419 881 | A | 278 | 502 | 513 |
| S.S.M. 192665 | 126 | 513 841 | A | 278 | 555 | 513 |
| S.S.M. 192677 | 333 | 116 109 | A | 278 | 085 | 335 |
| S.S.M. 199353 | 106 | 112 400 | A | 278 | 161 | 659 |
| S.S.M. 199371 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199378 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199397 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199362 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199389 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199368 | 101 | 105 620 | A | 278 | 278 | 709 |
| S.S.M. 199353 | 101 | 105 620 | A | 278 | 278 | 709 |

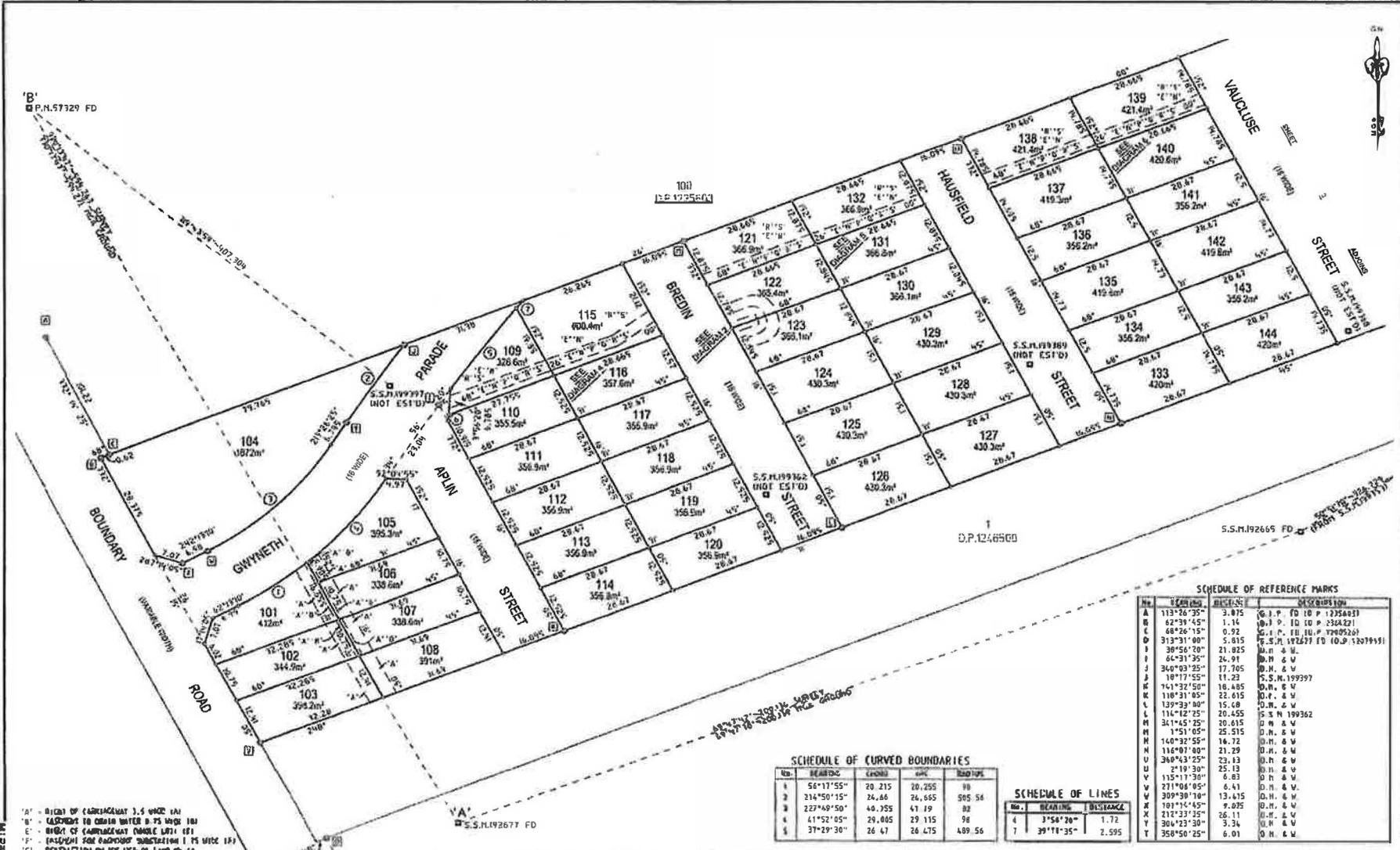
SCHEDULE OF REFERENCE MARKS

| NO. | BEARING | DISTANCE | DESCRIPTION |
|-----|------------|----------|---------------------------------|
| A | 113°24'35" | 3.835 | G.I.P. PD 10.P. 1235493 |
| B | 62°39'45" | 1.14 | G.I.P. PD 10.P. 12085261 |
| C | 68°26'15" | 0.92 | G.I.P. PD 10.P. 234423 |
| D | 313°31'00" | 5.815 | S.S.M. 192677 PD 10.P. 12679191 |

- 'C' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (C)
- 'D' - EASEMENT FOR SUPPORT, ACCESS & MAINTENANCE VARIABLE WIDTH (D)
- 'J' - RESTRICTION ON THE USE OF LAND NO. 14
- 'K' - POSITIVE COVENANT NO. 17
- 'L' - RESTRICTION ON THE USE OF LAND NO. 16
- 'M' - POSITIVE COVENANT NO. 15

| | | | |
|--|--|--|--|
| SURVEYOR Name: BEHAMM MEYER Date: 27/03/2019 Reference: 1200 - S71 | PLAN OF SUBDIVISION OF LOT 1 D.P. 1208526 & EASEMENT WITHIN LOT F D.P. 407863 | LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1: 1200 Lengths are in metres | Registered 05.03.2019 DP1245121 |
|--|--|--|--|

Reg: 806288 / Doc: DP 1245121 P / Rev: 05-Mar-2019 / Srs: SC.OK / Tps: MAS / Pct: 07-Mar-2019 12:58 / Seq: 2 of 11
Ref: 049439 / Srs: CM



- A' - BENCH OF EASEMENT 3.5 METRE WIDE
- B' - EASEMENT TO GRAVE WATER 8.5 METRE WIDE
- C' - BENCH OF EASEMENT (DOUBLE LOT) 6.0 METRE WIDE
- D' - EASEMENT FOR RAINWATER DRAINAGE 1.5 METRE WIDE
- E' - RESTRICTION ON THE USE OF LAND (b) 10
- F' - RESTRICTION ON THE USE OF LAND (b) 11
- G' - EASEMENT FOR UNDEVELOPED CARRIAGE WAY 1.5 METRE WIDE
- H' - EASEMENT FOR WATER SUPPLY PURPOSES 3 METRE WIDE
- I' - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 2 METRE WIDE
- J' - EASEMENT TO GRAVE WATER (DOUBLE LOT) 10.0 METRE WIDE
- K' - EASEMENT FOR SERVICES (DOUBLE LOT) 1.5 METRE WIDE

SCHEDULE OF CURVED BOUNDARIES

| No. | Bearing | Length | Area | Radius |
|-----|------------|--------|--------|--------|
| 1 | S6°11'55" | 20.215 | 20.255 | 30 |
| 2 | S14°50'15" | 26.46 | 26.555 | 505.56 |
| 3 | S27°48'50" | 48.355 | 47.49 | 92 |
| 4 | S1°52'05" | 29.045 | 29.115 | 98 |
| 5 | S7°29'30" | 26.67 | 26.475 | 489.56 |

SCHEDULE OF LINES

| No. | Bearing | Distance |
|-----|-----------|----------|
| 4 | S°58'30" | 1.72 |
| 7 | S9°11'35" | 2.595 |

SCHEDULE OF REFERENCE MARKS

| No. | Bearing | Distance | Description |
|-----|-------------|----------|-----------------------------------|
| A | N13°26'35" | 3.075 | G.P. FD 10 P. 12354021 |
| B | S2°39'45" | 1.14 | G.P. FD 10 P. 336421 |
| C | S6°26'15" | 0.92 | G.P. FD 10 P. 12405267 |
| D | S13°31'00" | 5.815 | S.S. H. 192677 FD (D.P. 12079951) |
| E | S30°56'20" | 21.025 | D.N. & W. |
| F | S4°31'35" | 24.91 | D.N. & W. |
| G | S46°03'25" | 17.705 | D.N. & W. |
| H | S10°17'55" | 11.23 | S.S. H. 199397 |
| I | S1°32'50" | 16.485 | D.N. & W. |
| J | S10°31'05" | 25.615 | D.N. & W. |
| K | S39°33'00" | 15.68 | D.N. & W. |
| L | S11°12'25" | 20.455 | S.S. H. 199362 |
| M | S1°45'25" | 20.615 | D.N. & W. |
| N | S1°51'05" | 25.515 | D.N. & W. |
| O | S16°32'55" | 16.72 | D.N. & W. |
| P | S116°01'00" | 21.29 | D.N. & W. |
| Q | S30°43'25" | 23.13 | D.N. & W. |
| R | S°19'30" | 25.13 | D.N. & W. |
| S | S15°11'30" | 6.83 | D.N. & W. |
| T | S21°08'05" | 6.41 | D.N. & W. |
| V | S30°30'10" | 13.435 | D.N. & W. |
| W | S10°14'45" | 9.025 | D.N. & W. |
| X | S17°33'25" | 26.11 | D.N. & W. |
| Y | S30°12'30" | 3.24 | D.N. & W. |
| Z | S35°50'25" | 6.01 | D.N. & W. |

SURVEYOR
 Name: BENJAMIN MEYER
 Date: 27/08/2018
 Reference: 118 . ST1

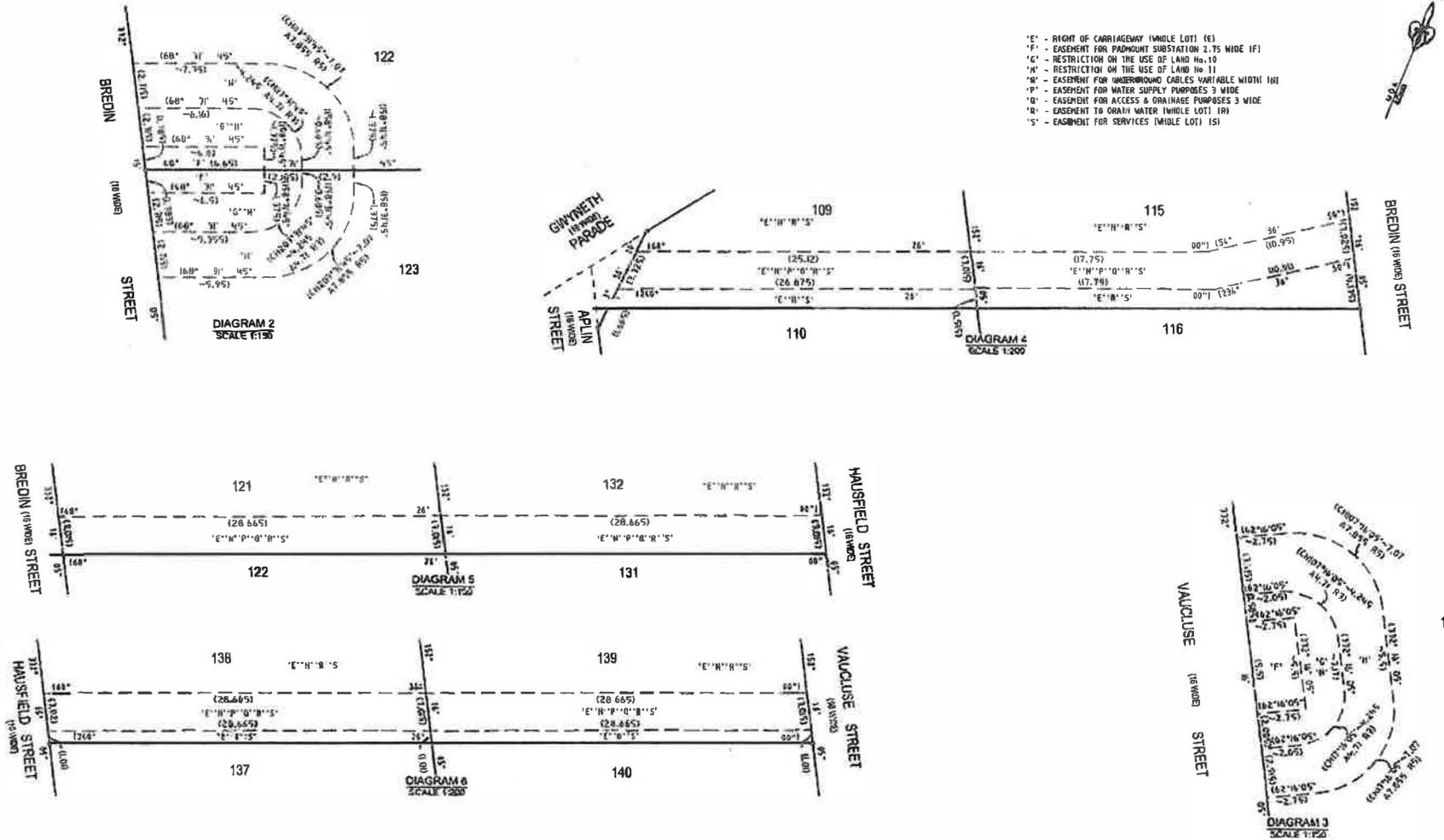
PLAN OF
 SUBDIVISION OF LOT 1 D.P. 1206526
 & EASEMENT WITHIN LOT F.D.P. 407863

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1: 600
 Lengths are in metres

Registered
 05.03.2019

DP1245121

Reg:R062218 /Doc:DP 1245121 P /Rev:05-Mar-2019 /Sts:8C OK /Pgs:ALL /Mst:07-Mar-2019 12:58 /Seq:4 of 11
Ref:G45439 /Scc:14



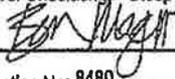
SURVEYOR
Name: BENJAMIN MEYER
Date: 27/09/2018
Reference: 1786 - ST1

PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F.D.P.407863

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1: 200

Registered
05.03.2019

DP1245121

| PLAN FORM 6 (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 7 sheet(s) | |
|---|--|---|--|---|--|
| Office Use Only Registered:  05.03.2019 | | Office Use Only DP1245121 | | | |
| Title System: TORRENS | | LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND | | | |
| <p>PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F D.P.407863</p> | | <p>Survey Certificate</p> <p>I, <u>BENJAMIN MEYER</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>27/08/2018</u>, or</p> <p>*(b) The part of the land shown in the plan ("being" excluding ") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation or</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: <u>'A' - 'B'</u> Type: *Urban^Rural The terrain is *Level-Undulating / ^Steep-Mountainous Signature:  Dated: <u>31/08/2018</u> Surveyor Identification No: <u>8480</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> | |
| <p>Plans used in the preparation of survey/compilation.</p> <p>DP 39303 DA 1201471 DA 1284552 DP 1207919 DP 1219844</p> | | <p>Subdivision Certificate</p> <p>I, <u>SUBATH PATEL</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: <u>N18</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of endorsement: <u>9.1.19</u> Subdivision Certificate number: <u>SC-18-00190</u> File number: <u>DA-15-02282</u></p> <p>*Strike through if inapplicable.</p> | | <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. APLIN STREET (16 WIDE) 2. BREDIN STREET (16 WIDE) 3. GWYNETH PARADE (16 WIDE) 4. HAUSFIELD STREET (16 WIDE) 5. MORTELLE STREET (8 WIDE) 6. VAUCLUSE STREET (16 WIDE) 7. SERPENTINE AVENUE (@3.5 & VARIABLE WIDTH) <p>AS PUBLIC ROAD</p> | |
| Surveyor's Reference: 1788 - ST1 | | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | | | |

LAD REF: 2/17/2019 - PLAN(S) 1245121 - F U - 04

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)

Registered:  05.03.2019 Office Use Only

DP1245121

Office Use Only

**PLAN OF
 SUBDIVISION OF LOT 1 D.P.1208526
 & EASEMENT WITHIN LOT F D.P.407863**

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

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

Subdivision Certificate number: SC-18-00190
 Date of Endorsement: 9-1-19

2017 *M. M. M.*

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(F) | | | | |
|---|------------------------------|-------------|-------------|------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 101 | 98 | BOUNDARY | ROAD | SCHOFIELDS |
| 102 | 96 | BOUNDARY | ROAD | SCHOFIELDS |
| 103 | 94 | BOUNDARY | ROAD | SCHOFIELDS |
| 104 | STREET ADDRESS NOT AVAILABLE | | | |
| 105 | 2 | APLIN | STREET | SCHOFIELDS |
| 106 | 4 | APLIN | STREET | SCHOFIELDS |
| 107 | 6 | APLIN | STREET | SCHOFIELDS |
| 108 | 8 | APLIN | STREET | SCHOFIELDS |
| 109 | 1 | APLIN | STREET | SCHOFIELDS |
| 110 | 3 | APLIN | STREET | SCHOFIELDS |
| 111 | 5 | APLIN | STREET | SCHOFIELDS |
| 112 | 7 | APLIN | STREET | SCHOFIELDS |
| 113 | 9 | APLIN | STREET | SCHOFIELDS |
| 114 | 11 | APLIN | STREET | SCHOFIELDS |
| 115 | 6 | BREDIN | STREET | SCHOFIELDS |
| 116 | 8 | BREDIN | STREET | SCHOFIELDS |
| 117 | 10 | BREDIN | STREET | SCHOFIELDS |
| 118 | 12 | BREDIN | STREET | SCHOFIELDS |
| 119 | 14 | BREDIN | STREET | SCHOFIELDS |
| 120 | 16 | BREDIN | STREET | SCHOFIELDS |
| 121 | 3 | BREDIN | STREET | SCHOFIELDS |
| 122 | 5 | BREDIN | STREET | SCHOFIELDS |
| 123 | 7 | BREDIN | STREET | SCHOFIELDS |
| 124 | 9 | BREDIN | STREET | SCHOFIELDS |
| 125 | 11 | BREDIN | STREET | SCHOFIELDS |
| 126 | 13 | BREDIN | STREET | SCHOFIELDS |
| 127 | 20 | HAUSFIELD | STREET | SCHOFIELDS |
| 128 | 18 | HAUSFIELD | STREET | SCHOFIELDS |
| 129 | 16 | HAUSFIELD | STREET | SCHOFIELDS |
| 130 | 14 | HAUSFIELD | STREET | SCHOFIELDS |
| 131 | 12 | HAUSFIELD | STREET | SCHOFIELDS |
| 132 | 10 | HAUSFIELD | STREET | SCHOFIELDS |
| 133 | 19 | HAUSFIELD | STREET | SCHOFIELDS |
| 134 | 17 | HAUSFIELD | STREET | SCHOFIELDS |
| 135 | 15 | HAUSFIELD | STREET | SCHOFIELDS |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1788 - ST1

CAUTION - PLAN IS NOT TO BE USED FOR CONVEYANCING PURPOSES - F.6 - B.11

| | | |
|--|--|-----------------------|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 7 sheet(s) |
| Registered:  05.03.2019 PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F D.P.407863 | Office Use Only <h1 style="margin: 0;">DP1245121</h1> | |
| Subdivision Certificate number: <u>SC-13-00190</u> Date of Endorsement: <u>9-1-19</u> | This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |

2019 *DP 1245121*

| SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 101E) | | | | |
|---|------------------------------|-------------|-------------|------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 136 | 13 | HAUSFIELD | STREET | SCHOFIELDS |
| 137 | 11 | HAUSFIELD | STREET | SCHOFIELDS |
| 138 | 9 | HAUSFIELD | STREET | SCHOFIELDS |
| 139 | 14 | VAUCLUSE | STREET | SCHOFIELDS |
| 140 | 16 | VAUCLUSE | STREET | SCHOFIELDS |
| 141 | 18 | VAUCLUSE | STREET | SCHOFIELDS |
| 142 | 20 | VAUCLUSE | STREET | SCHOFIELDS |
| 143 | 22 | VAUCLUSE | STREET | SCHOFIELDS |
| 144 | 24 | VAUCLUSE | STREET | SCHOFIELDS |
| 145 | STREET ADDRESS NOT AVAILABLE | | | |
| 146 | STREET ADDRESS NOT AVAILABLE | | | |
| 147 | STREET ADDRESS NOT AVAILABLE | | | |

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1788 - ST1

| | | |
|--|---|-----------------------|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 4 of 7 sheet(s) |
| Registered:  05.03.2019 PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F D.P.407863 | Office Use Only <h1 style="margin: 0;">DP1245121</h1> | |
| Subdivision Certificate number: <u>SC-18-00190</u> Date of Endorsement: <u>9.1.19</u> | Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> 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 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:- <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGEWAY 3.5 WIDE (A) 2. EASEMENT TO DRAIN WATER 0.75 WIDE (B) 3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (C) 4. EASEMENT FOR SUPPORT, ACCESS & MAINTENANCE VARIABLE WIDTH (D) 5. RIGHT OF CARRIAGEWAY (WHOLE LOT) (E) 6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F) 7. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH (N) 8. EASEMENT FOR WATER SUPPLY PURPOSES 3 WIDE 9. EASEMENT FOR ACCESS & DRAINAGE PURPOSES 3 WIDE 10. RESTRICTION ON THE USE OF LAND 11. RESTRICTION ON THE USE OF LAND 12. RESTRICTION ON THE USE OF LAND 13. RESTRICTION ON THE USE OF LAND 14. RESTRICTION ON THE USE OF LAND 15. POSITIVE COVENANT 16. RESTRICTION ON THE USE OF LAND 17. POSITIVE COVENANT 18. RESTRICTION ON THE USE OF LAND 19. RESTRICTION ON THE USE OF LAND 20. POSITIVE COVENANT 21. RESTRICTION ON THE USE OF LAND 22. POSITIVE COVENANT 23. EASEMENT TO DRAIN WATER (WHOLE LOT) (R) 24. EASEMENT FOR SERVICES (WHOLE LOT) (S) <p style="margin-top: 20px;">Pursuant to section 88B of The Conveyancing Act, 1919, as amended, it is intended to release:</p> <p style="margin-left: 40px;">1. Right of carriageway 5 wide (DP 1208526)</p> <div style="text-align: right; margin-top: 10px;">  </div> | | |
| If space is insufficient use additional annexure sheet | | |
| Surveyor's Reference: 1788 - ST1 | | |

CAD REF: 1788-ST1-DP1245121-16-01

ePlan

| | | | | |
|--|---|-----------------------|--|--|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 5 of 7 sheet(s) | | |
| Registered:  05.03.2019 PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F D.P.407863 Subdivision Certificate number: <u>SC-18-00190</u> Date of Endorsement: <u>9.1.19</u> | Office Use Only <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">DP1245121</div> Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 68B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | | | |
| <p>Executed by Sydney Water Corporation ABN 49 776 225 038 pursuant to section 50(3)(a) of the <i>Interpretation Act 1987</i> by and authorised delegate:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">  Signature of witness <u>NGA Bui</u> Name of witness 1 Smith Street Parramatta NSW </td> <td style="width: 50%; vertical-align: top;">  Signature of authorised delegate <u>GRANT MAY</u> Name of authorised delegate Property Portfolio Manager Title of authorised delegate <u>09.11.2018</u> Date </td> </tr> </table> | | |  Signature of witness <u>NGA Bui</u> Name of witness 1 Smith Street Parramatta NSW |  Signature of authorised delegate <u>GRANT MAY</u> Name of authorised delegate Property Portfolio Manager Title of authorised delegate <u>09.11.2018</u> Date |
|  Signature of witness <u>NGA Bui</u> Name of witness 1 Smith Street Parramatta NSW |  Signature of authorised delegate <u>GRANT MAY</u> Name of authorised delegate Property Portfolio Manager Title of authorised delegate <u>09.11.2018</u> Date | | | |
| If space is insufficient use additional sheets | | | | |
| Surveyor's Reference: 1788 - ST1 | | | | |

2018 MAR 07 12:58 PM
 PLAN ADMINISTRATION SHEET

| | |
|---|---|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 7 sheet(s) | |
| Office Use Only Registered:  05.03.2019 | Office Use Only DP1245121 |
| PLAN OF SUBDIVISION OF LOT 1 D.P.1208526 & EASEMENT WITHIN LOT F D.P.407863 | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| Subdivision Certificate number: <u>SC-18-00190</u> Date of Endorsement: <u>9.1.19</u> | |
|  SIGNED by me STEPHEN SCOTT DEVICK as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and I hereby certify that I have no notice of the revocation of such delegation. | |
| EXECUTED BY LB SCHOFIELDS ONE PTY LTD, (ACN 600 244 639) IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT:  SIGNATURE OF SOLE DIRECTOR/SECRETARY SHU SU NAME OF SOLE DIRECTOR/SECRETARY | |
| If space is insufficient use additional annexure sheet | |
| Surveyor's Reference: 1788 - ST1 | |

PLAN ADMINISTRATION SHEET - 11 - 011

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

Lengths are in Metres

Sheet 1 of ²³22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1
 D.P.1208526 & Easements within Lot F
 D.P.407863 covered by Council's
 Subdivision Certificate No. **001900 of 2018**

| | |
|---|---|
| <u>Full Name and address of Proprietor of land:</u> | LB SCHOFIELDS ONE PTY LTD ACN 600 244 639 Level 38, Australia Square, 264-278 George Street SYDNEY NSW 2000 |
|---|---|

Part 1

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|---|--|
| 1. | Right of Carriageway 3.5 Wide (A) | 101 102 103 105 106 107 108 | 102, 103, 105, 106, 107, 108 101, 103, 105, 106, 107, 108 101, 102, 105, 106, 107, 108 101, 102, 103, 106, 107, 108 101, 102, 103, 105, 107, 108 101, 102, 103, 105, 106, 108 101, 102, 103, 105, 106, 107 |

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer
 CR Ref: 1788-ST1 v14

Lengths are in Metres

Sheet 2 of ²³~~22~~ Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
 D.P.1208526 & Easements within Lot F
 D.P.407863 covered by Council's
 Subdivision Certificate No. ~~00190~~ of 2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|-----|--|---------------------------------|---|
| 2. | Easement to Drain Water 0.75 Wide (B) | 101 102 105 106 107 | 102, 103, 105, 106, 107, 108 103, 107, 108 101, 102, 103, 106, 107, 108 101, 102, 103, 107, 108 102, 103, 108 |
| 3. | Easement to Drain Water Variable Width (C) | 145 | Blacktown City Council |
| 4. | Easement for Support, Access & Maintenance Variable Width (D) | F/407863 | Blacktown City Council |
| 5. | Right of Carriageway (Whole of Lot) (E) | 109, 115, 121, 132, 138, 139 | Easement in Gross Blacktown City Council |
| 6. | Easement for Padmount Substation 2.75 Wide (F) | 122, 123, 145 | Epsilon Distribution Ministerial Holding Corporation |
| 7. | Easement for Underground Cables Variable Width (N) | 109, 115, 121, 132, 138, 139 | Epsilon Distribution Ministerial Holding Corporation |
| 8. | Easement for Water Supply Purposes 3 Wide | 109, 115, 121, 132, 138, 139 | Sydney Water Corporation |
| 9. | Easement for Access and Drainage Purposes 3 Wide | 109, 115, 121, 132, 138, 139 | Sydney Water Corporation |
| 10. | Restriction on the Use of Land | Part 122, Part 123, Part 145 | Epsilon Distribution Ministerial Holding Corporation |
| 11. | Restriction on the Use of Land | Part 122, Part 123, Part 145 | Epsilon Distribution Ministerial Holding Corporation |

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 General-Manager / Authorised Officer
 CR Ref: 1788-ST1 v14

Lengths are in Metres

Sheet 3 of 23 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
 D.P.1208526 & Easements within Lot F
 D.P.407863 covered by Council's
 Subdivision Certificate No. 00190 of
 2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|-----|--|--|--|
| 12. | Restriction on the Use of Land | Lots 101, 102, 103, 105 to 144 inclusive | Blacktown City Council |
| 13. | Restriction on the Use of Land | Lots 101, 102, 103, 105 to 108 inclusive, Lots 110 to 114 inclusive, Lots 116 to 120 inclusive, Lots 122 to 131 inclusive, Lots 133 to 137 inclusive, Lots 140 to 144 inclusive | Blacktown City Council |
| 14. | Restriction on the Use of Land | Part 145 | Blacktown City Council |
| 15. | Positive Covenant | Part 145 | Blacktown City Council |
| 16. | Restriction on the Use of Land | Part 145 | Blacktown City Council |
| 17. | Positive Covenant | Part 145 | Blacktown City Council |
| 18. | Restriction on the Use of Land | 104, 146, 147 | Blacktown City Council |
| 19. | Restriction on the Use of Land | Each and every lot | Blacktown City Council |
| 20. | Positive Covenant | 101 102 | 102, 103, 105, 106, 107, 108 101, 103, 105, 106, 107, 108 |

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 General Manager / Authorised Officer
 CR Ref: 1788-ST1 v15

Lengths are in Metres

Sheet 4 of 23 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
 D.P.1208526 & Easements within Lot F
 D.P.407863 covered by Council's
 Subdivision Certificate No. 00190 of
 2018

Part 1 (cont)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|-----|--|--------------------------------|--|
| | | 105 106 107 108 | 101, 102, 103, 106, 107, 108 101, 102, 103, 105, 107, 108 101, 102, 103, 105, 106, 108 101, 102, 103, 105, 106, 107 |
| 21. | Restriction on the Use of Land | 146, 147 | Blacktown City Council |
| 22. | Positive Covenant | 109, 115, 121, 132, 138, 139 | Sydney Water Corporation |
| 23. | Easement to Drain Water (Whole Lot) (R) | 109, 115, 121, 132, 138, 139 | Easement in Gross Blacktown City Council |
| 24. | Easement for Services (Whole Lot) (S) | 109, 115, 121, 132, 138, 139 | Easement in Gross Blacktown City Council |

Part 1A

| Number of item shown in the intention panel on the plan | Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan: | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|---|--|---|---|
| 1. | Right of Carriageway 5 wide (DP1208526) (Partial release) | Part lot 1 in DP1208526, being lots 103, 108, 114, 120, 126, 127, 133 & 144 in DP1245121 and Aplin Street, Bredin Street, Hausfield Street, Vaucluse Street & Mortelle Street | Lot 2 in DP1208526 |

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer
 CR Ref: 1788-ST1 v15

Lengths are in Metres

23
Sheet 5 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2

Name of Authority whose consent is required to release vary or modify easements numbered 1 & 2 in the plan is Blacktown City Council.

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

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

- 1.1 In this Easement, the following terms mean:
- (a) **Easement Site** means the site of the easement as shown on the Plan; and
 - (b) **Retaining Wall** means the retaining wall located on the lot benefited.
- 1.2 The owner of the lot burdened grants to the owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the Retaining Wall.
- 1.3 The owner of the lot burdened must:
- (a) not do anything which will detract from the support of the Retaining Wall; and
 - (b) allow the owner of the lot benefited to enter that part of the lot burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the lot benefited is maintained.
- 1.4 The owner of the lot benefited:
- (a) must keep the Retaining Wall in good repair and safe condition; and
 - (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out work.
- 1.5 The owner of the lot benefited, in exercising its rights under this Easement must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

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General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

23
Sheet 6 of 27 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1
D.P. 1208526 & Easements within Lot F
D.P. 407863 covered by Council's
Subdivision Certificate No. 0000 of 2018

Part 2 (cont)

- (c) restore the lot burdened as nearly as practicable to its former condition;
and
 - (d) make good any collateral damage.
- 1.6 Except when urgent work is required, the owner of the lot benefited must:
- (a) give the owner of the lot burdened reasonable notice of intention to enter the lot burdened; and
 - (b) only enter the lot burdened during times reasonably agreed with the owner of the lot burdened.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Blacktown City Council

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

A right of carriageway on the terms of Part 1 of Schedule 4A of the *Conveyancing Act 1919 (as amended)*.

Council will raise no objection to the extinguishing of this Right of Carriageway upon construction and dedication of a public road providing vehicular access to the benefited lot.

These lots are not to be developed for residential purposes until the Right of Carriageway on these lots is made redundant by an alternative public road.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 5 in the plan is Blacktown City Council.

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

An Easement for Padmount Substation having terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

23
Sheet 7 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

An Easement for Underground Cables having terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

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

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the office of NSW Land Registry Services.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 9 and 22 in the plan.

Name of Authority empowered to release vary or modify the terms of the easement numbered 8 in the plan is Sydney Water Corporation

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

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in the office of NSW Land Registry Services.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant numbered 8 and 22 in the plan.

Name of Authority empowered to release vary or modify the terms of the easement numbered 9 in the plan is Sydney Water Corporation

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

Sheet 8 of ~~22~~²³ Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

1.0 Definitions

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

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

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

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

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

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 9 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. **00140 of 2018**

Part 2 (cont)

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

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

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.....
~~General Manager~~ / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

23
Sheet 10 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

1.0 Definitions

1.1 erect includes construct, install, build and maintain.

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

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'H' on the abovementioned plan.

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

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

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

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 6, 7, 10 & 11 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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.....
General Manager / Authorised Officer
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Lengths are in Metres

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Sheet 11 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

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

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Blacktown City Council.

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

No building or structure shall be erected on the lot hereby burdened unless in accordance with the salinity requirements and management strategies contained within the report prepared by Geotest Services Ref: 31162/2 dated the 13th August 2018 and held on Council file DA-15-2283.

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

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 12 of 22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1

D.P.1208526 & Easements within Lot F

D.P.407863 covered by Council's

Subdivision Certificate No. ~~00190~~ of 2018

Part 2 (cont)

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land

as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file CC-18-00165.

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

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, as prepared by Craig & Rhodes on 29th September 2017 a copy of which is held on Council File CC-18-00165. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

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.....
General Manager / Authorised Officer

CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 13 of 22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. ~~00190~~ of 2018

Part 2 (cont)

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

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File CC-18-00165.

Name of Authority empowered to release vary or modify positive covenant numbered 15 in the plan is Blacktown City Council.

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.....
~~General Manager~~ / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

Sheet 14 of ²³22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1

D.P.1208526 & Easements within Lot F

D.P.407863 covered by Council's

Subdivision Certificate No.00190 of 2018

Part 2 (cont)

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the device' means the Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-18-00165.

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

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the device clean and free from silt, rubbish and debris

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 15 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

- (b) Maintain and repair the device, at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule as prepared by Craig & Rhodes on 27/09/2017, a copy of which is held on Council File CC-18-00165. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
 - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - I. Any expense reasonably incurred by it in exercising its powers in subparagraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 16 of 22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

For the purpose of this restriction, 'the device' means the Future Temporary Stormwater Quality Improvement Device to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates as Construction Certificate No. 14823 dated the 15th May 2018 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CC-18-00165.

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

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

No further development of the lots burdened is to take place as these lots are zoned Special Uses Purposes.

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

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

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

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

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

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 17 of 22 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00990 of 2018

Part 2 (cont)

The proprietor of the lot hereby burdened will in respect of the Right of Carriageway within the benefited lot firstly referred to in the abovementioned plan:

- (a) Maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition and
- (c) Share the costs of the abovementioned works equally (or proportionally to usage) with all other proprietors of other lots similarly burdened by this covenant

The owner of the Burdened lot and the owner of the Benefitted lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved between the parties.

Name of Authority whose consent is required to release vary or modify positive covenant numbered 20 in the plan is Blacktown City Council.

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

The lots burdened are to be nominated for drainage and open space purposes only.

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

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

Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered 8 and 9 in the plan.

Name of Authority empowered to release vary or modify the terms of the positive covenant numbered 22 in the plan is Sydney Water Corporation

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.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

Lengths are in Metres

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Sheet 18 of 22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2012

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 23 in the plan.

An Easement to Drain Water on the terms of Part 3 of Schedule 4A of the *Conveyancing Act 1919 (as amended)*

Name of Authority empowered to release vary or modify the terms of the restriction numbered 23 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 24 in the plan.

An Easement for Services on the terms of Part 9 of Schedule 4A of the *Conveyancing Act 1919 (as amended)*

Name of Authority empowered to release vary or modify the terms of the restriction numbered 24 in the plan is Blacktown City Council.

Executed by ELITE LAND HOLDINGS (SCHOFIELDS) PTY LTD (ACN 615 754 131)
pursuant to s127 of the Corporations Act 2001 by



Signature of Director
GUISHI WANG

Name of Director

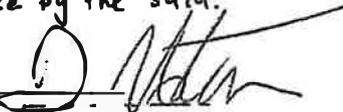


Signature of Director/Secretary
Jay CHEN

Name of Director/Secretary

MORTGAGEE:

Signed in my presence by the said:

DOMENEC VOTANO 
who is personally known to me:
Philip Mackman
Name of Witness



Witness Signature
38 Rosina Cr Kings Langley
Address of Witness. NSW 2147

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref. 1788-ST1 v14

Lengths are in Metres

Sheet 19 of ²³22 Sheets

Plan:
DP1245121

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

EXECUTED by)
LB SCHOFIELDS ONE PTY LTD,)
(ACN 600 244 639)
in accordance with section 127(1) of the)
Corporations Act:)

~~Signature of Director~~

~~Name of Director~~



Signature of Director/Secretary

SOLE

SHU SU

Name of Director/Secretary

SOLE



SIGNED by me STEPHEN SCOTT DEWICK as delegate of the Minister
administering the Environmental Planning and Assessment Act, 1979, and
I hereby certify that I have no notice of the revocation of such delegation

APPROVED BY BLACKTOWN CITY COUNCIL


~~General Manager /~~ Authorised Officer
CR Ref: 1788-ST1 v13

Lengths are in Metres

20 23
Sheet 18 of 21 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1

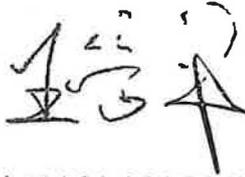
D.P.1208526 & Easements within Lot F

D.P.407863 covered by Council's

Subdivision Certificate No. 00190 of 2018

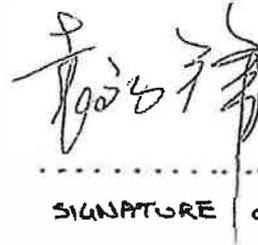
Part 2 (cont)

MORTGAGEE TO EXECUTE BELOW:



.....
SIGNATURE OF DIRECTOR

.....
CHONGJUN WANG
NAME OF DIRECTOR



.....
SIGNATURE OF DIRECTOR

.....
YONGFENG YUAN
NAME OF DIRECTOR

EXECUTED BY SHINETEC (AUSTRALIA) PTY LTD
(ACN 604 511 328)

IN ACCORDANCE WITH SECTION 127 (1) OF THE
CORPORATIONS ACT

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v07

Lengths are in Metres

Plan:

DP1245121

2) 23
Sheet 17 of 18 Sheets

Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

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

Signature of witness:



Name of witness:

NATASHA ISSAC

Address of witness:

C/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book ~~4727~~ No ~~524~~
34 863

Signing on behalf of:

Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS 19 211

Date of signature:

22 October 2018.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v05

Lengths are in Metres

22 23
Sheet 19 of 20 Sheets

Plan:

DP1245121

Plan of Subdivision of Lot 1

D.P.1208526 & Easements within Lot F

D.P.407863 covered by Council's

Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

Executed by Sydney Water Corporation
ABN 49 776 225 038 pursuant to section 50(3)(a)
of the *Interpretation Act 1987* by an authorised
delegate:

Signature of witness

Signature of authorised delegate

NGA BUI

Name of witness

GRANT MAY

Name of authorised delegate

1 Smith Street
Parramatta NSW

Property Portfolio Manager
Title of authorised delegate

08.11.2018

Date

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General Manager / Authorised Officer

CR Ref: 1788-ST1 v06

Lengths are in Metres

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Sheet 22 of 22 Sheets

Plan:
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Plan of Subdivision of Lot 1
D.P.1208526 & Easements within Lot F
D.P.407863 covered by Council's
Subdivision Certificate No. 00190 of 2018

Part 2 (cont)

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

JUDITH PORTELLI
(name of delegate)


.....
Signature of Delegate

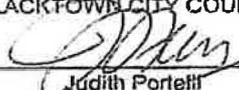
JUDITH PORTELLI
.....
Name of Delegate (print)

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


.....
Signature of Witness

KATHRYNE UHVA
.....
Name of Witness (print)

C/- Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148
.....
Address of Witness

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 1788-ST1 v14

REGISTERED  05.03.2019

Applicant Details

Your reference G49536

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no. PL2019/09909 **Fee: \$53.00**
Date issued 01 November 2019 **Urgency fee: N/A**
Receipt no. ePay Ref 42518

Property information

Property ID 387918 **Land ID** 386538
Legal description LOT 28 DP 271177
Address 30 SERPENTINE AVENUE SCHOFIELDS NSW 2762
County CUMBERLAND **Parish** GIDLEY

PLANNING CERTIFICATE (Section 10.7(2))

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

Disclaimer

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

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

Council Chambers • 62 Flushcombe Road • Blacktown NSW 2148
Telephone: (02) 9839 6000 • **Facsimile:** (02) 9831-1961 • **DX** 8117 Blacktown
Email: s10.7certificates@blacktown.nsw.gov.au • **Website:** www.blacktown.nsw.gov.au
All correspondence to: The General Manager • PO Box 63 • Blacktown NSW 2148

Section 10.7(2)

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

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

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

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

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

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

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

4. Coastal protection

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

5. Mine subsidence

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

6. Road widening and road realignment

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

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

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

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

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

7.2 Other policies on hazard risk restrictions

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

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

7a. Flood related development controls information

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

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

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

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.
Contributions Plan No. 22L - Rouse Hill (Land) applies to the subject land.

Contributions Plan No. 22W - Rouse Hill (Works) applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

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

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone

land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

Not applicable

18. Site verification certificates

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

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

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

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

This policy aims to facilitate the increased supply and diversity of affordable rental and social housing in NSW and covers housing types including in-fill affordable housing, along with secondary dwellings (granny flats), boarding houses, group homes, social housing and supportive accommodation. Part 3 of the policy provides for the retention of existing affordable rental housing stock. Development applications to demolish, alter or add, change the use of, or strata subdivide existing low cost rental dwellings may require a contribution towards the provision of alternative affordable housing.

SEPP (Building Sustainability Index: BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

SEPP (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in the North West Growth Centre, the South West Growth Centre and the Wilton Growth Area. It provides development controls to enable the establishment of vibrant, sustainable and liveable neighbourhoods that provide for community well-being and high quality local amenity.

SEPP (Housing for Seniors or People with a Disability) 2004

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

This policy assists the NSW Government, private infrastructure providers, local councils and the communities they support by simplifying the process for providing infrastructure like hospitals, roads, railways, emergency services, water supply and electricity delivery, while ensuring appropriate levels of environmental assessment and consultation are undertaken. Recent changes introduce new provisions for correctional services, emergency and police services facilities and bushfire hazard reduction, ports and roads infrastructure, including facilities for electric vehicles, and other operational and housekeeping improvements.

SEPP (Miscellaneous Consent Provisions) 2007

This policy contains provisions for the erection of temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm communication links.

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 is also known as the Mining SEPP and governs the way that mining, petroleum production and extractive material resource proposals are assessed and developed in NSW.

SEPP No 1 - Development Standards

This policy provides flexibility in the application of development standards and allows Council to approve a development that does not comply with a development standard where it can be shown that the development standard is unreasonable or unnecessary.

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. 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 requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

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

This policy applies to development defined as 'potentially hazardous industry' or 'potentially offensive industry'. The policy ensures that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account.

SEPP No 55 - Remediation of Land

This policy promotes the remediation of contaminated land for the purpose of reducing risk of harm to human health. The policy includes considerations that are relevant in rezoning land and in determining development applications where remediation of land is required.

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

This policy sets out planning controls for advertising and signage in NSW and requires signage to be compatible with the future character of an area, provide effective communication in suitable locations and be of high quality design and finish. The policy also bans advertisements on parked trailers on roads, road shoulders, footpaths and nature strips, excluding advertising associated with the primary use of the trailer.

SEPP No 65 - Design Quality of Residential Apartment Development

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat developments. A design review panel is not mandatory.

Sydney Regional Environmental Plan No 30 - St Marys

This plan provides the planning framework for the planning and development of land known as Australian Defence Industries (ADI) site at St Marys.

SEPP (Western Sydney Employment Area) 2009

This policy aims to protect and enhance land in the Western Sydney Employment Area for employment purposes and to promote economic development and the creations of employment opportunities in Western Sydney. The policy provides for a coordinated approach to the planning, development and rezoning of land within the Western Sydney Employment Area and includes controls to ensure that development occurs in a logical, environmentally sensitive and cost-effective manner.

SEPP (Western Sydney Parklands) 2009

This policy provides the framework to enable the Western Sydney Parklands Trust to develop the Western Parklands into a multi-use urban parkland to meet a range of community needs and interests, including those that promote health and well-being in the community for 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: 706818

End of Certificate

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **LB Schofields One Pty Ltd**
Purchaser:
Property: **30 Serpentine Avenue Schofields**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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.
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 or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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 outgoing 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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
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.
 - (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 Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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- (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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (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.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. 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

26. 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.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.