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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Ref: Ph: Fax:
co-agent		
vendor	**LegPro 20 Pty Ltd ACN 162 571 977 ATF LegPro 20 Unit Trust**	
vendor's solicitor	Colin Biggers & Paisley Pty Ltd Level 42, 2 Park Street SYDNEY NSW 2000	Ref: DZK.JLG.1902086 Ph: (02) 8281 4555 Fax: (02) 8281 4567 Email: sandstoneridge@cbp.com.au
date for completion	Refer to clause 43.1	
land (address,	**Lot , Sandstone Ridge Two, Colebee NSW 2761**	
plan details, and	in a Draft Plan of Subdivision of Lot 101 in a draft plan of subdivision of Lot 567 in DP1200170	
title reference)	Part 567/1200170	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ house ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Vacant land	
attached copies	☒ documents in the List of Documents as marked or numbered: ☒ other documents: Draft Plan of Subdivision and Draft Instrument	

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

inclusions	Nil	
exclusions	Nil	
purchaser		
purchaser's solicitor		Ref: Ph: Fax: Email:
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

SEE SIGNING PAGE

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

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Choices

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

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

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

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

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

Purchaser must make an *RW payment* (residential withholding payment) ☐ no ☐ YES (if yes, vendor must provide full 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: LegPro 20 Pty Ltd ACN 162 571 977 ATF LegPro 20 Unit Trust

Supplier's ABN: 45 709 453 610

Supplier's business address: Level 33, 31 Market Street Sydney NSW 2000

Supplier's email address: info@sandstoneridge.com.au

Supplier's phone number: 02 9266 0066

Supplier's proportion of *RW payment*: 100%

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): (7%)

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 58

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

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大成 DENTONS

Power of Attorney

This Power of Attorney is made on the day set out in Item 1.

Appointment

The corporation described in Item 2 (Company) jointly appoints the persons named in Item 3 (Attorney) as its true and lawful attorney for it, and in its name, and as its act and/or deed, to do or perform any power or authority given below.

Powers and authorities given

To execute under hand, or seal, and deliver at the Attorney's option (which delivery may be conditional or unconditional) at any place the Attorney deems fit the documents described in Item 4 (Documents) relating to the property described in Item 5 (Property) and to do the following.

1. Complete any blank in a Document.

2. Make any change, addition or deletion to a Document.

3. Do or execute any other deed or thing the Attorney thinks desirable to perfect the Documents or to give effect to the transactions contemplated by the Documents.

Declarations by the Company

1. The powers and authorities given above remain in full force and effect until revoked by written notice to the Attorney.

2. The Company will ratify and confirm anything the Attorney lawfully does, or causes to be done, under the powers and authorities given above.

3. The Company will indemnify and keep the Attorney indemnified against any claim, demand, cost, damage, loss or expense resulting from the lawful exercise of any power or authority given above.

4. The Attorney is authorised to exercise any power or authority given above even though that power or authority is conferred on the Company as trustee of any trust.

5. References to item numbers are references to the items numbered in the Schedule to this Power of Attorney set out below; words importing the singular number include the plural number and vice versa; words importing one gender include every gender.

大成DENTONS

Schedule

Item 1
Date

Item 2
Company — LEGPRO 20 PTY LTD ACN 162 571 977

Item 3
Attorney — Mingmin Wu and Shuxin Zong

Item 4
Documents

(a) Contracts for the sale of any land or lots in the proposed subdivision of the Property (Contracts);

(b) Novation deeds or agreements in relation to the Contracts;

(c) Rescission deeds or agreements in relation to the Contracts;

(d) Put and Call Option Deeds; and

(e) Transfers in relation to the Contracts.

Item 5
Property — 'Sandstone Ridge', being the land contained in Lot 567 in DP1200170, currently known as Alberton Drive, Colebee NSW 2761, including any subsequent subdivision or title created within that land.

大成DENTONS

Executed as a deed.

Signed sealed and delivered by **LEGPRO 20 PTY LTD ACN 162 571 977** by its authorised officers pursuant to section 127 of the Corporations Act 2001:

Director

Director/Secretary

Huaguang Chen
Print name

Shuxin ZONG
Print name

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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2 Deposit and other payments before completion

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

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

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

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

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

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

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

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

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

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (`service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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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

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

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

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

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

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

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

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

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

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

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

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

13.13 If the purchaser must make an *RW payment* the purchaser must –

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

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

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

13.13.4 *serve* evidence of receipt of payment of the *RW payment.*

14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

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16 Completion

- **Vendor**

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

- **Purchaser**

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

- **Place for completion**

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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*.

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23 Strata or community title

- **Definitions and modifications**

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

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

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

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

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

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

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

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

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

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

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

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

- **Notices, certificates and inspections**

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

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

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

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

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

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

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

- **Meetings of the owners corporation**

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

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

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

24 Tenancies

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

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

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

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

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

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

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

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

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

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

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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.

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28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 Electronic transaction

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

30.1.1 this contract says that it is a proposed *electronic transaction*;

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

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

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

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

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

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

30.3.1 each *party* must –

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

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

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

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

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

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

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

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

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

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

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

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

30.5.1 create an *Electronic Workspace*;

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

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

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

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

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

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

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

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

30.7.1 join the *Electronic Workspace*;

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

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

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

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

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

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

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

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

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

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

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

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

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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

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

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

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Contract for Sale

Additional clauses to the Contract for Sale

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Additional clauses to Contract for the Sale of Land Unregistered Plan

Part A - Definitions and interpretation

32. Rules of interpretation

32.1 Inconsistency

These additional clauses prevail to the extent of any inconsistency with the Standard Form.

32.2 Definitions

In this contract:

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal or agency and includes a Minister and any provider of a Service.

Associate:

(a) in relation to a body corporate, is as defined in the *Corporations Act 2001* (Cth), and

(b) in relation to a natural person, means any spouse or relative by blood or adoption of that person or of that person's spouse.

Bank Guarantee means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution approved by the vendor with a financial strength rating of A1 or higher from Moody's or A+ or higher from S&P or such other rating approved by the vendor in writing from time to time, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

clause means a clause in the Printed Conditions or these additional clauses.

Contamination means the presence in, on or under the property of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a significant risk of harm to human health or any other aspect of the environment.

Council means the council having jurisdiction over the local government area where the Existing Parcel is situated and includes Blacktown City Council.

Default Rate means 10% per annum.

Development Approval means the development consent issued in response to development application DA-16-04442 and includes any modification (including under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW)), variation or replacement of that development consent from time to time.

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

Disposal means transfer, sell, dispose, alienate or declare a trust over or in relation to all or any part of the legal or beneficial interest in the property.

Division means Division 10 of Part 4 of the *Conveyancing Act 1919* (NSW).

Draft Instrument means any draft instrument under section 88B of the *Conveyancing Act 1919* (NSW) contained in Attachment 3.

Draft Plan of Subdivision means the draft plan of subdivision contained in Attachment 2.

Draft Preliminary Plan Documents means the draft plan of subdivision and draft instrument under section 88B of the *Conveyancing Act 1919* (NSW) contained in Attachment 9.

Draft Subdivision Documents means:

(a) the Draft Plan of Subdivision;

(b) the Draft Instrument;

(c) the Draft Preliminary Plan Documents; and

(d) any other document necessary or desirable in the vendor's discretion to register with any of the other Draft Subdivision Documents,

and includes any such document with changes permitted by this contract.

Encumbrance includes a mortgage, lease or caveat.

Environmental Law means any law, whether statute or common law, concerning environmental matters, and includes law concerning land use, development, Contamination, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation and any law relating to exploration for, or development of exploitation of, any natural resource.

Environmental Liability means any obligation, expense, liability, cost, loss, penalty or fine incurred pursuant to any Environmental Law including as a result of Contamination.

Existing Parcel means the land to be subdivided by the Draft Plan of Subdivision.

FIRB means the Foreign Investment Review Board.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB Approval means written confirmation from the Treasurer of the Commonwealth of Australia that the Treasurer has no objection in terms of Australian foreign investment policy to the purchaser's acquisition of the property, with or without conditions.

Foreign Person has the meaning given in section 4 of the FIRB Act.

Guaranteed Money means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the purchaser to the vendor under or in connection with this contract or any transaction contemplated by this contract, whether present or future, actual or contingent.

Guaranteed Obligations means the obligations of the purchaser to pay the Guaranteed Money and all its other obligations to the vendor (monetary or non-monetary, present or future, actual or contingent) arising under or in connection with or contemplated by this contract.

Guarantor means, jointly and separately, each guarantor named as such in this contract and, if the purchaser is a company, any other person who is a director of the purchaser on the contract date.

Insolvent - a party is insolvent if it is:

(a) a natural person and dies or becomes mentally ill or is declared bankrupt or enters into any scheme with, or makes any assignment of his or her estate for the benefit of, his or her creditors, or

(b) a company and resolves to go into liquidation, or a liquidator, receiver, receiver and manager, administrator, trustee or some other similar official is appointed to it or over any of its assets or undertaking or anything similar happens.

LRS means NSW Land Registry Services.

Moody's means Moody's Investor Services Inc, a corporation organized and existing under the laws of the State of Delaware in the United States of America.

Object or **Objection** means:

(a) making any objection, requisition or claim including a claim for damage, compensation or loss or requiring any person to do or not do anything; or

(b) doing any act or omission to rescind, terminate or delay completion of this contract.

Outgoings include, in respect of the property:

(a) all rates and taxes (but not income tax or capital gains tax), and

(b) all charges, assessments, duties and fees, assessed or charged.

Permitted Change means a change permitted by this contract to the Draft Subdivision Documents or any other document attached to this contract.

Personal Information has the meaning given in the Privacy Act.

Planning Certificate means a certificate for the property attached to this contract and given under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW).

Printed Conditions means the conditions of sale contained in the Standard Form.

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instruments made or issued thereunder, including:

(a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and

(b) the Australian Privacy Principles under the Privacy Act.

Property Affectation means any right, liability or obligation disclosed, described or referred to in any document attached to this contract (whether or not referred to in clause 47.5), including any change to those rights, liabilities or obligations permitted by this contract, whether or not the relevant document is registered with LRS.

Registered Documents means the following documents, as registered with LRS:

(a) the Draft Plan of Subdivision;

(b) the Draft Instrument; and

(c) any other documents registered with the Draft Plan of Subdivision.

Registration Date means the date on which the Draft Subdivision Documents (apart from the Draft Preliminary Plan Documents) are registered at LRS.

Registration Notice means a written notice to the purchaser that the Draft Subdivision Documents have been registered at LRS.

Registration Notice Service Date means the later of:

(a) the date on which the vendor or the vendor's solicitor serves a Registration Notice on the purchaser or the purchaser's solicitor;

(b) the date on which the vendor or the vendor's solicitor provides the purchaser or the purchaser's solicitor with copies of the Registered Documents.

Rights means any lease, easement, covenant, restriction on use, rule, arrangement or agreement (including a voluntary planning agreement) relating to the whole or any part of the Existing Parcel (including without limitation the property).

S&P means Standard & Poor's (Australia) Pty Ltd.

Services includes water, drainage, sewerage, electricity, gas, communication and telephone services.

Standard Form means the standard form contract for the sale and purchase of land 2018 edition.

Standard Requisitions means the requisitions on title in Attachment 4.

Standard Replies means the replies to requisitions on title in Attachment 5.

Subdivision means the subdivision of the Existing Parcel in accordance with the Draft Plan of Subdivision.

Subdivision Work means the provision of roads and Services and the performance of any other works required in relation to registration of the Draft Plan of Subdivision or the subdivision of any other land being developed by the vendor or its Associates in the vicinity of the Existing Parcel.

Sunset Date means 30 June 2021, subject to any extension/s under clause 39.

Vendor's Contractor means any contractor appointed to carry out Subdivision Work or any part of it.

32.3 Interpretation

In this contract, except where the context otherwise requires:

(a) headings are for convenience of reference only and do not affect interpretation;

(b) no provision will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;

(c) a reference to legislation includes any amendment of, or legislation substituted for, that legislation and also includes any subordinate legislation issued under that legislation;

(d) a reference to dollars or $ is to an amount in Australian currency;

(e) the singular includes the plural and vice versa and a reference to a gender includes any other gender;

(f) a reference to any party to this contract or to any other document or arrangement, includes that party's legal personal representatives, successors and permitted assigns;

(g) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government or quasi-government body; and

(h) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

32.4 Italicised words

Except where the context otherwise requires, words used in this contract that are defined in the Printed Conditions have the meanings given to them in the Printed Conditions even if the words are not italicised.

32.5 Changes to Standard Form

The Standard Form is changed in accordance with the following table:

Clause	**Change**
1	delete the definition of "depositholder" and substitute "means the vendor's solicitor unless the vendor's solicitor otherwise notifies the purchaser"
1	in the definition of "adjustment date", replace "completion" with "the date for completion"
1	the definition of "bank" is amended by deleting ", a building society or a credit union"
2.4, 2.6, 2.7, 2.8 and 2.9	delete
3	delete
5.2.1	delete "or it is a general question about the *property* or the title"
7.1	replace "that are not" with "including"
7.1.1	delete
7.1.3	replace "14 days" with "5 business days"

Clause	Change
7.2.1	replace "10% of the price" with "$1,000"
8.1.1	delete ", on reasonable grounds," and "on those grounds"
10.1	the first line is replaced with the words “The purchaser cannot Object in respect of”
10.1.8 and 10.1.9	replace “substance” with “existence”
10.2	replace “*rescind* or *terminate* only because” with the words “Object in respect”
12, 13.8 and 13.13	delete
14.4	replace with "the purchaser is liable for all land tax (including any surcharge land tax, as defined under the Land Tax Act 1956 (NSW)) in respect of the property from the date for completion as if no threshold applies."
14.5	replace "other amount" with "amount"
14.7 and 14.8	delete
15	delete
16.5	delete "plus another 20% of that fee"
16.7	delete "cash (up to $2,000) or"
16.8	delete
19.2.3	delete
19	a new clause 19.3 is included in the following terms "The purchaser's only remedy for breach of a warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is the remedy prescribed by that regulation."
20.6.5	replace with "served if it is sent by fax or email to a party's solicitor and the sender's fax or email report states that all pages of the document were sent without error. If the report shows that the document was sent after 4pm on a business day, the document is regarded to have been served at 9am on the next business day."
22 to 29 (inclusive)	delete
30.1 to 30.3 (inclusive) and 30.4.1	delete
31.2.2	add "or attend to payment of the remittance amount at completion in a manner acceptable to the Australian Taxation Office and agreed to by the

Clause	Change
	vendor and the purchaser".
31.2.3	add "unless already paid on completion in accordance with clause 31.2.2".
31.4	delete "7 days" and replace with "3 *business days*".
31.1.2	delete "in respect of every vendor" and replace with "in respect of every registered proprietor of the land".
31	a new clause 31.6 is included in the following terms "The purchaser indemnifies the vendor against any claims, costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the remittance amount to the Australian Taxation Office in accordance with clause 31.2.3."

32.6 Entry into contract electronically

(a) This contract may be entered into by:

(i) both parties each signing and exchanging electronic copies of this document;

(ii) both parties signing the same document electronically;

(iii) the vendor consenting to receipt of a paper counterpart signed by the purchaser in exchange for an electronic counterpart emailed to the purchaser; or

(iv) the vendor consenting to exchange of paper counterpart contracts.

(b) If the vendor signs this document electronically, and the purchaser requests a paper copy of this document so signed, the vendor will provide that paper copy after receiving from the purchaser payment for copying the contract (at the rate $1 per page) and couriering the copy to the purchaser or its solicitor(at whatever rate is charged by the courier who will deliver the copy to the purchaser).

(c) If the vendor consents to an exchange of paper counterpart contracts, the purchaser will on completion allow to the vendor the costs of preparing and reviewing the paper document (at the rate of $2 per page) and couriering both draft and signed documents to the purchaser or its solicitor (at whatever rate is charged by the couriers who will deliver each of those separate documents to the purchaser).

32.7 Electronic completion of this contract

(a) If the vendor (at any time on or before the Registration Date) notifies the purchaser that this Conveyancing Transaction is to be conducted as an Electronic Transaction, clause 30 (amended in accordance with clause 32.5) applies unless the purchaser gives the notice referred to in paragraph (b).

(b) The purchaser may, within 2 business days after receipt of the vendor's notice under paragraph (a), and in this respect time is essential, notify the vendor that the Conveyancing Transaction is not to be conducted as an Electronic Transaction.

(c) If the purchaser issues a notice to the vendor in accordance with paragraph (b):

(i) clause 30 ceases to apply in its entirety; and

(ii) the purchaser must in addition to any other money payable under this contract:

(A) pay the vendor's solicitor a GST inclusive fee of $220 on completion as agreed additional costs; and

(B) reimburse to the vendor on completion any costs payable by the vendor to the vendor's financier arising from the Conveyancing Transaction not being conducted as an Electronic Transaction.

33. Transfer of the property from the vendor to another person

33.1 Transfer prior to Completion

If the vendor wishes to transfer the property or the Existing Parcel to another person prior to completion, and the vendor gives the purchaser written notice of its intention to do so, the purchaser and any Guarantor agree:

(a) to the transfer of the property or the Existing Parcel to the transferee;

(b) to the vendor (in the vendor's absolute discretion):

(i) assigning the benefit of this contract (including without limitation the guarantee and indemnity under clause 54) to the transferee in accordance with clause 33.2; or

(ii) novating this contract (including without limitation the guarantee and indemnity under clause 54) to the transferee in accordance with clause 33.3;

(c) that the purchaser will accept on completion a transfer of the property in registrable form duly executed by the transferee (if the vendor transfers, assigns or novates this contract in accordance with this clause 33); and

(d) without limiting the obligations of the purchaser in connection with clause 56.7, if the purchaser has paid the deposit by Bank Guarantee, that the purchaser will replace the Bank Guarantee with a new Bank Guarantee for the same amount in favour of the transferee within 10 business days after being requested to do so by the vendor or, after the transfer, by the transferee.

33.2 Assignment

If required by the vendor, the purchaser and any Guarantor agree to enter into a deed of assignment to assign the benefit of this contract (including without limitation the guarantee and indemnity under clause 54) from the vendor to the transferee. If the vendor requires the relevant deed of assignment to be entered into:

(a) the vendor must, at its cost, prepare the deed of assignment;

(b) the purchaser and any Guarantor must sign the deed of assignment and return it to the vendor's solicitor within 10 business days after receiving it; and

(c) the deed of assignment must contain a provision releasing the vendor from all of its obligations under this contract.

33.3 Novation

If required by the vendor, the purchaser and any Guarantor agree to enter into a deed of novation to novate this contract (including without limitation the guarantee and indemnity under clause 54) from the vendor to the transferee. If the vendor requires the relevant deed of novation to be entered into:

(a) the vendor must, at its cost, prepare the deed of novation; and

(b) the purchaser and any Guarantor must sign the deed of novation and return it to the vendor's solicitor within 10 business days after receiving it.

33.4 Acceptance of transfer

The purchaser agrees that if there is a novation or assignment under this clause then the purchaser will accept a transfer from the transferee.

33.5 Appointment of Attorney

Each of the purchaser and any Guarantor severally and irrevocably and for valuable consideration (the receipt of which is hereby acknowledged) appoints the vendor as its attorney to sign any deed or instrument contemplated under this clause 33 (including, without limitation, any deed of novation or deed of assignment) and to do whatever is necessary or convenient to enable the vendor to procure that the purchaser and any Guarantor enter into any deed of assignment or deed of novation, including signing the deed of novation or deed of assignment for the purchaser and any Guarantor. The purpose of the power of attorney is to enable the vendor to assign or novate its interest to an assignee or novatee in accordance with its rights in connection with this clause 33.

33.6 No Objection

The purchaser and any Guarantor must not Object to anything that they are required to do under this clause 33, or anything done or purported to be done by the vendor in connection with this clause 33.

Part B - Registration of Draft Subdivision Documents

34. Registration of Draft Subdivision Documents

The vendor must use reasonable endeavours to register the Draft Subdivision Documents at the LRS as soon as practicable.

35. Transfer

The purchaser must provide a completed transfer to the vendor within 7 days after notice of lodgement of the Draft Subdivision Documents (other than the Draft Preliminary Plan Documents) for pre-checking or registration with LRS.

36. Registration Notice

The vendor must serve a Registration Notice promptly after being notified by the LRS of registration of the Draft Subdivision Documents (other than the Draft Preliminary Plan Documents).

37. Permitted Change

37.1 Draft Subdivision Documents

Subject to the Division, the purchaser may not Object to changes in the Draft Subdivision Documents if those changes:

(a) are required in the vendor's reasonable opinion by any consent authority (or accredited certifier), any other Authority (including without limitation the principal certifying authority), the Development Approval (or any other consent, licence, certificate, permit or approval) or the LRS;

(b) ;

(c) benefit or burden the property in connection with Services;

(d) affect other lots in the Draft Plan of Subdivision but not the property;

(e) do not have the effect of reducing the area of the property as shown in the Draft Plan of Subdivision by more than 5%;

(f) do not detrimentally affect the property to a substantial extent;

(g) are agreed in writing by the purchaser; or

(h) are not objected to in writing by the purchaser within 14 days after they are notified to the purchaser.

37.2 Other documents

(a) The vendor may by notice to the purchaser's solicitor:

(i) replace any document attached to or included in this contract (**Replaced Document**) with another document that must be attached to that notice (**Replacement Document**); or

(ii) attach to or insert into this contract a document attached to that notice (**Additional Document**),

and, subject to the Division, the purchaser may not Object if that replacement, attachment or insertion effects a change that is referred to in clause 37.1 or is otherwise a Permitted Change.

(b) From and including the day of service of a notice under this clause, as the case may be:

(i) the Replaced Document is taken to be no longer included in this contract and the Replacement Document is taken to be included; or

(ii) the Additional Document is taken to be included in this contract.

37.3 Development Consent

The vendor may do anything reasonably necessary to give effect to a Permitted Change, including that the vendor may make an application with any consent authority or other Authority.

37.4 No claims or requisitions by purchaser

Subject to the Division, the purchaser must not Object to anything done by the vendor which is disclosed in or permitted by this contract.

37.5 Objection limited to right of rescission

(a) Subject to the Division, where the purchaser is entitled to Object in relation to a matter:

(i) the purchaser's only remedy shall be the right of rescission under clause 38.2; and

(ii) the purchaser may not otherwise Object in relation to the matter.

(b) For the avoidance of doubt, nothing in this clause entitles the purchaser to rescind under clause 38.2 where the purchaser does not otherwise have a right of rescission under that clause.

(c) This clause 37.5 is subject to the Division.

38. Rights to rescind

38.1 Sunset Date

If the Draft Subdivision Documents have not been registered by the Sunset Date, either party may, subject to section 66ZS of the *Conveyancing Act 1919* (NSW), by notice to the other party rescind this contract at any time during the period commencing on the day after the Sunset Date and ending upon registration of the Draft Subdivision Documents.

38.2 Purchaser’s right to rescind

(a) Subject to paragraph (b) and to the Division, the purchaser may rescind if:

(i) there is a difference between documents or plans attached to this contract and those documents or plans as registered; or

(ii) there is a difference between a Replaced Document and a Replacement Document; or

(iii) an Additional Document is included in this contract and the Additional Document effects a change to the property.

(b) The right to rescind under paragraph (a):

(i) may not be exercised if this contract permits the difference or change, or prohibits Objection to the difference or change; and

(ii) otherwise may only be exercised within 14 days after the vendor first notifies the purchaser of the relevant matter or the purchaser otherwise becomes aware of it, and in this respect time is essential.

38.3 Rescission or affirmation

If the purchaser has or claims a right to rescind for any reason, the vendor may serve a notice requiring the purchaser to either rescind or affirm this contract within 14 days of receipt of the notice. If the purchaser does not either rescind or affirm this contract within the 14 day period, and the vendor does not rescind this contract within a further 7 days after this period (time being of the essence in relation to both periods), the purchaser's right to Object is regarded as having been waived and the contract is regarded as affirmed by both parties.

38.4 Conveyancing Act

(a) This clause 38 is subject to the Division.

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

(c) If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* (NSW):

(i) the purchaser cannot Object under this contract about the same subject matter, including make a claim under clause 6 or clause 7; and

(ii) the claim for compensation is not a claim under this contract.

39. Extensions of time

The vendor may extend the Sunset Date by a period determined by the vendor in its absolute discretion by notice (at any time and from time to time) to the purchaser or the purchaser's solicitor if:

(a) the vendor and/or the Vendor’s Contractor are delayed by any cause arising from:

(i) inclement weather or conditions resulting from inclement weather;

(ii) any civil commotion, combination of workmen strikes or lockouts affecting the progress of Subdivision Work (or any part of it) or the manufacture or supply of items used to effect the Subdivision;

(iii) any delay in obtaining any approval (including without limitation under clause 47.13) from any consent authority (including an accredited certifier) or any other Authority; or

(iv) any other matter beyond the vendor’s control;

(b) an extension of time is validly granted to the Vendor's Contractor under any contract entitling the Vendor's Contractor to extend the time for completion of Subdivision Work (or any part of it) and/or the Subdivision;

(c) such an extension is required by the vendor or the vendor's financiers, investors or mortgagees; or

(d) the vendor wishes to extend the Sunset Date for any other reason,

provided however that the vendor may not extend the Sunset Date to a date which is later than 30 June 2022.

Part C - General terms of contract

40. Agent

(a) The purchaser represents and warrants that it was not introduced to the property or the vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the vendor other than the vendor's agent (if any) named on the front page of this contract.

(b) The purchaser indemnifies the vendor in respect of all actions, claims, demands and proceedings and all costs, damages, expenses and losses which the vendor may incur or may become liable for as a result of any claim for commission from any person other than the vendor's agent (if any) specified on the front page of this contract.

41. Incapacity

Without limitation, the vendor may by notice rescind this contract if a purchaser or Guarantor is Insolvent.

42. Vendor replies to purchaser requisitions

The purchaser agrees that the only requisitions on title that the purchaser may make under clause 5 (including clause 5.2) are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

43. Completion

43.1 Date for completion

The date for completion of this contract is the later of:

(a) 10 business days after the contract date; and

(b) 21 days after the Registration Notice Service Date.

43.2 Time for completion

The parties must complete by 3.30pm on the date for completion.

43.3 Completion after 3.30pm

If, due to no fault of the vendor, completion takes place after 3.30pm on any day, this clause 43 applies as if completion occurs on the first business day after the date on which completion actually occurs.

43.4 Completion booking cancellation

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow to the vendor a GST inclusive fee of $165 in respect of each cancellation.

43.5 Location of completion

Completion will occur at the office of the vendor's solicitor or at such other address in Sydney as the vendor directs. If the purchaser requests completion at another location, and the vendor agrees, the purchaser must in addition to any other money payable under this contract pay the vendor's solicitor a GST inclusive fee of $110 as agreed additional costs arising from completion at that other location.

43.6 Notice to complete

(a) If completion does not occur on the date for completion, a party who is not in default and is ready, willing and able to complete may serve a notice making time of the essence and requiring the other party to complete not less than 14 days after the date of service of the notice. The parties agree that this period of 14 days is reasonable and sufficient time to complete this contract.

(b) The party giving a notice to complete shall be entitled to withdraw it at any time and subsequently issue a further notice.

(c) If the vendor serves a notice to complete, the purchaser must in addition to any other money payable under this contract pay to the vendor's solicitor a GST inclusive fee of $330 as agreed additional costs arising from the issuing of the notice to complete.

43.7 Delay

Without limitation, if completion takes place after the date for completion, it is an essential term of this contract that on completion the purchaser must pay interest to the vendor calculated on the unpaid balance of the price at the Default Rate on a daily basis from but excluding the date for completion to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay is caused solely by the vendor's default.

43.8 Vendor entitlement to caveat

Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a capitalised debt due to the vendor on which interest calculated at the Default Rate on a daily basis must be paid by the purchaser until payment in full by the purchaser to the vendor of the sum of the capitalised debt plus interest and any costs incurred by the vendor to recover the capitalised debt. The capitalised debt, interest and costs are secured by a charge over the property after completion and the purchaser hereby authorises the vendor to lodge a caveat over the property in respect of that charge after completion if any such debt is then due.

44. GST Margin Scheme

The vendor and the purchaser agree that the margin scheme will apply to the supply of the property and the purchaser is not entitled to an input tax credit on that supply.

45. GST - Withholding

(a) For the purposes of this clause:

(i) **ATO** means Australian Taxation Office.

(ii) **GST** is as defined in the GST Act.

(iii) **Commissioner** means the Commissioner of Taxation.

(iv) **Financial Settlement Schedule** means the financial settlement schedule under PEXA.

(v) **Form 1 Notice** means a GST property settlement withholding notification required to be given by the purchaser in accordance with section 16-150(2) of Schedule 1 to the TA Act.

(vi) **Form 2 Notice** means a confirmation of settlement required to be submitted on completion of this contract by the purchaser, having given a Form 1 Notice.

(b) If Subdivision 14-E of Schedule 1 to the TA Act applies to the sale of the Property, then the following subclauses will apply.

(c) If the purchaser is required to make an RW Payment in respect of this contract, the purchaser must:

(i) give the Commissioner a Form 1 Notice:

(A) within 5 days after receiving a Registration Notice; or

(B) at such earlier time required under section 16-150 of Schedule 1 of the TA Act;

(ii) serve the vendor's solicitor within 2 days of receipt, with a copy of the confirmation received from the ATO on lodgment of the Form 1 Notice, which includes details of the Lodgement reference number (LRN) and Payment reference number (PRN) (**Confirmation Notice**); and

(iii) on completion:

(A) give the vendor a bank cheque payable to the Commissioner for the RW Payment amount; or

(B) if the parties have agreed to complete through PEXA, pay the RW Payment by electronic funds transfer to the account nominated by the Commissioner in the Financial Settlement Schedule.

(d) At completion, the purchaser must give the vendor:

(i) a declaration by the purchaser confirming that the transaction details provided in the Confirmation Notice are true and correct; and

(ii) a written direction to the vendor and the vendor's solicitor authorising it to complete, on behalf of the purchaser, a Form 2 Notice.

(e) After completion, the vendor will:

(i) forward to the ATO any bank cheque received under clause 45(c)(iii)(A); and

(ii) cause the vendor's solicitor to complete and submit a Form 2 Notice on behalf of the purchaser.

(f) If the purchaser fails to comply with clause 45(c), the purchaser will be in breach of this contract in an essential respect.

(g) This clause will not merge on completion or on the registration of the transfer.

46. Adjustments

46.1 Outgoings

For the purposes of clause 14.1, periodic outgoings include the Outgoings.

46.2 No separate rating

(a) If separate assessments have not issued before the date for completion, adjustments under clause 14 will be made on the basis that these rates and taxes are already paid:

(i) council rates in the amount of $**1,200** per annum;

(ii) water and sewerage rates in the amount of $**275** per quarter; and

(iii) land tax in the amount of $**1500** per annum.

(b) If paragraph (a) applies, the vendor must pay any rates and taxes in respect of the property promptly upon assessment. Neither party may Object or call for further adjustment even if a separate assessment for the property subsequently issues for an amount different to the amount adjusted on completion.

(c) Nothing in clause 46.2(b) requires the purchaser to complete if there is a land tax charge on the property and clause 16.6 still applies.

47. Disclosures, acknowledgments and exclusions

47.1 Disclosures

(a) The purchaser acknowledges that all matters disclosed, described or referred to in this contract are fully disclosed and clearly described.

(b) The purchaser accepts title to the property subject to all matters disclosed, described or referred to in this contract and must complete this contract despite them.

(c) The purchaser acknowledges that, if Ausgrid, Endeavour Energy, another energy provider or Council requires one or more electrical substations for the Existing Parcel to be established, the electrical substation/s may be located on the property and the area of the electrical substation/s (of a size and location as required by the energy provider) may be encumbered by Rights in favour of Ausgrid, Endeavour Energy or another energy provider.

(d) Subject to the Division, the purchaser must not Object to any matter that is disclosed or noted in this contract including the following matters:

(i) if the vendor (or a related body corporate) owns adjoining land then the purchaser may not require any contribution to fencing costs;

(ii) any deficiency in a Planning Certificate attached to this contract, including a deficiency described in clause 56; and

(iii) each Property Affectation.

47.2 Acknowledgements

(a) The purchaser acknowledges and warrants that:

(i) the purchaser has inspected the property and accepts it in its present condition;

(ii) the purchaser relies on its own enquiries in relation to all matters affecting the property, whether or not disclosed in this contract;

(iii) it has made an independent assessment of the financial implications of entering into this contract having regard to the purchaser's particular circumstances (of which the vendor is not aware);

(iv) it has obtained independent advice which the purchaser deems necessary to enter into this contract;

(v) unless stated otherwise in this contract and subject to any vendor's warranties in this contract, the purchaser has not entered into this contract in reliance on any express or implied statement, representation, promise or warranty made by the vendor or on its behalf in respect of any matter relating to the property or which has or may have an effect on the property including:

(A) its neighbourhood;

(B) any brochures or marketing material;

(C) the view from the property;

(D) the condition of the property;

(E) its suitability for any use including the conduct of any business including the purchaser's business;

(F) the rights and privileges relating to the property and neighbouring land;

(G) the financial return or income to be derived from it, whether from the purchaser's business or otherwise; and

(H) the application of any Environmental Law or Environmental Liability to it.

(b) The purchaser further acknowledges that neither the vendor nor any other person or agent associated with this contract and the sale of the property to the purchaser holds an Australian financial services licence or is licensed to provide financial advice under the *Corporations Act 2001* (Cth).

47.3 Purchaser accepts property

The purchaser accepts the property in its current condition including:

(a) the condition of the property at the contract date;

(b) any latent or patent defect in the property;

(c) any encroachment by or upon the property;

(d) any non-compliance with the *Local Government Act 1993* (NSW) or the *Environmental Planning and Assessment Act 1979* (NSW)*;*

(e) any latent or patent Contamination affecting or emanating from the property and any Environmental Liability affecting the property at any time, whether arising from or caused by events that occur before or after the contract date or completion; and

(f) the services referred to in clause 10.1.2, the lack of rights or easements for the services, defects in the services or the lack of any services.

47.4 Passing of risk

The purchaser bears the risk of damage to the property including improvements from completion.

47.5 Property Affectations

The vendor does not represent or warrant that any Property Affectation is enforceable. The vendor has no obligation to do anything to enforce or extinguish any Property Affectation. For the avoidance of doubt, this clause 47.5 does not affect the obligation to transfer title to the property free of any mortgage.

47.6 No survey

The vendor is under no obligation to obtain an identification survey or other survey of the property nor to take any action nor to do anything necessary to enable the purchaser to obtain any such document. If after completion the purchaser obtains or seeks to obtain any such document then the purchaser may not Object if such action discloses any non-compliance of the property.

47.7 Home Building Act

No residential building work is done by or on behalf of the vendor. The vendor is not a developer for the purposes of the *Home Building Act 1989*.

47.8 Services

The vendor has no responsibility for the installation or connection of any Services. However, the vendor will provide any Services required under an existing development consent for subdivision granted to it.

47.9 Fencing

The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property. However, the vendor may construct fencing on the property and the Existing Parcel. Any such fencing must not be altered or demolished by the purchaser at any time before any sunset date referred to in any Property Affectation.

47.10 Sewer

(a) The vendor discloses that the location of the sewer shown on the sewer diagram is not accurate and the exact location of the sewer may vary on approval and construction.

(b) Furthermore the purchaser agrees and acknowledges that any plans attached to this contract and described as "Lot Disclosure Plans" are indicative only and may

be subject to change. Those plans may not show the final locations of sewer mains within the Existing Parcel or any part of the Existing Parcel.

47.11 Retaining walls

(a) The vendor discloses and the purchaser acknowledges that:

(i) the vendor may build a retaining wall or retaining walls on or near the property;

(ii) the vendor has the right to vary the height of the retaining wall(s) in accordance with construction requirements and/or add additional retaining walls; and

(iii) the purchaser may not Object because of the existence or construction of any retaining wall, including but not limited to its position, specification and footings.

(b) This clause will not merge on completion or on the registration of the transfer.

47.12 Property address and street names

The purchaser acknowledges that:

(a) the street address on the front page of this contract is for the Existing Parcel and the property may have another street address;

(b) new street addresses for the lots in the Draft Plan of Subdivision have not yet been allocated;

(c) the road names and types shown in the Draft Plan of Subdivision may change;

(d) the Draft Plan of Subdivision does not show a road name or type for one of the roads linking proposed Irvington Road and proposed Coraki Road (**Link Road**); and

(e) the Link Road is proposed to be named "Local Road", but upon dedication or transfer of the Link Road to Council, it may have a different name and/or be of a different type.

47.13 Development consent and modification

(a) The vendor discloses that the vendor may make:

(i) a development application to any consent authority; and

(ii) applications under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) for approval of a modification of an existing development consent (including without limitation the Development Approval).

(b) The vendor is not required to obtain the purchaser's approval to or notify the purchaser of the application for development consent and/or modification of any existing development consent (including without limitation the Development Approval).

(c) The vendor is not required to provide a copy of any development application, modification application, development consent or modification of an existing development consent to the purchaser.

(d) The vendor discloses and the purchaser accepts that conditions may be imposed by the consent authority (or other Authority) in connection with the approval of any development application, modification application (including without limitation a modification application in relation to the Development Approval) or other application for an approval.

47.14 Privacy

The purchaser consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor and its Associates:

(a) for entering into, administering and completing this contract and any development by the vendor referred to therein;

(b) for planning, development or sale by the vendor or its Associates of the Existing Parcel or any other land;

(c) to comply with the vendor's obligations or to enforce its rights under this contract

(d) to owners of adjoining land to enable them to deal with the purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);

(e) to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the property;

(f) to service providers engaged by the vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;

(g) to any third party who has a right or entitlement to share in the monies paid or payable to the vendor under this contract; and

(h) in other circumstances where the vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

47.15 Creation of Rights

(a) The purchaser acknowledges that:

(i) at the contract date, not all Rights may have been created; and

(ii) on completion, not all Rights in existence as at the contract date will continue to exist.

(b) The vendor may, if it considers it necessary or desirable, create or enter into or extinguish any Right.

47.16 Objections

Subject to any express provision in this contract to the contrary and to the Division, the purchaser may not Object because of or in connection with any matter referred to in or

accepted by the purchaser in this clause 47. The purchaser releases the vendor from all claims and liability in connection with such matters.

47.17 Conveyancing laws

This clause 47 does not apply to the extent of any inconsistency with either section 52A of the *Conveyancing Act 1919* (NSW), the *Conveyancing (Sale of Land) Regulation 2017* (NSW) or the Division.

48. Subdivision Work Issues

(a) The vendor discloses and the purchaser acknowledges that there may be disruptions or inconveniences in connection with Subdivision Work in the vicinity of the property, including activities that may:

(i) cause noise, dust, vibration and disturbance to owners and occupiers of the property;

(ii) cause temporary interference with Services;

(iii) require temporary access to the property; or

(iv) obstruct views from the property.

(b) Subject to paragraph (c), the purchaser warrants that it will not make any complaint in relation to any Subdivision Work other than in relation to noise.

(c) The purchaser must not complain about noise emanating from Subdivision Work unless it first establishes and documents the facts that:

(i) such noise occurs at times and in intensities forbidden by government consent; and

(ii) the person causing the noise has on more than one day refused reasonable requests by the purchaser to limit the times and/or intensities of noise to levels permitted by government consent.

49. Rights before completion

49.1 Encumbrances and charges

(a) If any Encumbrance to which this sale is not subject is noted on the certificate of title for the property on completion, then:

(i) the purchaser must accept a duly executed Discharge, together with the applicable registration fee; and

(ii) subject to any obligations as to further assurances which may arise, the vendor is regarded as having given the purchaser a transfer of the property free from the Encumbrance when the vendor gives to the purchaser the Discharge.

(b) Despite any other provision of this contract, the vendor has no obligation to provide to the purchaser on completion a release or discharge (partial or full) of any security interest registered over the vendor or the property other than a mortgage or caveat registered against title to the property by the vendor or its mortgagee.

49.2 Caveat

(a) The purchaser must not, and must ensure that any person claiming through the purchaser does not, lodge a caveat affecting the property.

(b) For valuable consideration (the receipt of which is hereby acknowledged by the purchaser), the purchaser hereby irrevocably appoints the vendor as its attorney to sign any withdrawal of a caveat lodged by or on behalf of the purchaser.

50. Selling and Leasing Activities

Both before and after completion and until the vendor completes the sale of all lots in the Subdivision, the vendor and persons authorised by the vendor may:

(a) conduct selling and leasing activities in and about the Existing Parcel;

(b) place in and about the Existing Parcel (but not the property, after completion) signs, advertisements, boards, writing plates, signals, illuminations, banners and insignia in connection with those selling and leasing activities;

(c) place in and about the Existing Parcel (but not the property, after completion) offices, stalls and other associated facilities for sales people;

(d) hold events or functions on the Existing Parcel (but not the property, after completion); and

(e) access the Existing Parcel (including the property, before or after completion) if required to provide any of the Services.

51. Purchaser's building work

(a) In this contract **Dwelling** means a residential house which complies with the Design Guidelines attached to this contract.

(b) It is an essential term of this contract that the purchaser must enter into a building contract with a builder approved by the vendor, acting reasonably, within 3 months after the contract date, which provides for the construction of a Dwelling.

52. Construction and design requirements

The purchaser acknowledges and agrees that:

(a) the purchaser must carry out design and construction of any Dwelling on the property in accordance with the Design Guidelines attached to this contract;

(b) the construction and design requirements outlined in this clause are designed to promote quality outcomes within the Subdivision; and

(c) compliance with the construction and design requirements will enhance the overall development.

53. Authority to accept service

(a) The purchaser appoints the purchaser's solicitor as its agent to receive service of any legal process on its behalf without excluding any other means of service permitted by law.

(b) Despite any other clause in this contract, service on the vendor can only be effected by service on the vendor's solicitor.

(c) Service of any document on the vendor other than in accordance with this clause 53 is ineffective service.

54. Guarantee

(a) In consideration of the vendor agreeing to sell the property to the purchaser, the Guarantor guarantees to the vendor the due and punctual payment by the purchaser to the vendor of the Guaranteed Money and performance by the purchaser of the Guaranteed Obligations.

(b) The Guarantor's obligations in this contract are principal obligations and may be enforced against the Guarantor without the vendor first being required to exhaust any remedy it may have against the purchaser.

(c) This guarantee is a continuing guarantee. The Guarantor's obligations in this contract are absolute, unconditional and irrevocable. The liability of the Guarantor under this contract extends to and is not affected by any circumstance, act or omission which, but for this subclause, might otherwise affect it at law or in equity.

(d) For the consideration mentioned in clause 54(a), the Guarantor (as primary obligor) must unconditionally indemnify the vendor against, and must pay the vendor on demand the amount of, any loss that the vendor may incur because:

(i) Guaranteed Obligations are unenforceable; or

(ii) Guaranteed Money is not recoverable from the purchaser or is repaid after it has been recovered.

(e) If any Guarantor has not executed this contract, then the vendor may request the purchaser to arrange for each Guarantor to execute a deed of guarantee in substantially the same form as this clause 54 within 14 days of the vendor's request. This clause 54(e) is an essential term of this contract.

55. Deposit

(a) The parties authorise and direct the depositholder to invest the deposit in an interest bearing account with a financial institution selected by the depositholder.

(b) The purchaser must provide the depositholder with the purchaser's tax file number on or before exchange by completing the tax file number and FIRB notification form available from the vendor.

(c) The purchaser must provide the depositholder with any other information or assistance necessary for the purposes of the investment of the deposit. If the purchaser fails to do so within 3 business days after the date of this contract (and in this respect time is of the essence) then, despite any other provision in this contract to the contrary, all interest earned on the investment of the deposit will be paid to the vendor.

(d) If this contract:

(i) is properly terminated, the party that properly terminates this contract is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit

and all interest earned on the investment of the deposit to the party that properly terminates this contract;

(ii) is disclaimed by a liquidator or trustee in bankruptcy appointed to the purchaser, the parties authorise the depositholder to release the deposit and all interest earned on the deposit to the vendor; or

(iii) is rescinded on account of breach by the vendor, the purchaser is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit and all interest earned on the investment of the deposit to the purchaser.

(e) If for any reason other than default on the part of the vendor, the purchaser does not complete this contract on or before the date for completion, the vendor is entitled to all interest earned on the investment of the deposit and the parties authorise the depositholder to release the interest earned on the investment of the deposit to the vendor.

(f) If paragraphs (d) and (e) do not apply, on completion each party becomes entitled to a half share of the interest earned on the investment of the deposit and the parties authorise the depositholder to release a half share of the interest earned on the deposit to both the purchaser and the vendor.

(g) The parties authorise the depositholder to deduct its reasonable administrative costs of investing and redeeming the deposit from the interest accrued on the deposit.

(h) The parties agree to indemnify the depositholder for the costs of preparing and lodging any income tax return required in respect of the investment of the deposit and authorise the depositholder to deduct those costs from the interest earned on the deposit.

(i) The depositholder has no obligation to invest the deposit:

(i) until the purchaser gives the depositholder its tax file number (unless the purchaser is a Foreign Person) and, if the purchaser fails to provide its tax file number within 3 business days after the contract date, it has no entitlement to interest earned on the deposit;

(ii) unless the deposit is paid in cash and is equal to a minimum of 10% of the price;

(iii) until the whole of the deposit is paid; or

(iv) if the date for completion is anticipated to be less than 90 days after the contract date; or

(v) if the purchaser has notified the vendor that it intends to substitute a cash deposit with a Bank Guarantee in accordance with the terms of this contract.

(j) The parties agree that the depositholder may terminate the investment of the deposit at any reasonable time prior to completion of this contract, so that the deposit and accrued interest will be available at completion or as soon as reasonably practicable after completion. At no time is the vendor or the purchaser entitled to receive any of the interest earned on the investment of the deposit before this contract is completed, terminated or rescinded.

(k) The depositholder is not liable to the vendor or the purchaser for loss of interest on the deposit, however occurring (other than by reason of fraud).

(l) Despite any other provision of this clause, the purchaser is not entitled under any circumstance to interest earned on the deposit after the adjustment date.

56. Bank Guarantee

56.1 Application

This clause applies only if the purchaser has paid the deposit by way of Bank Guarantee and the vendor has accepted the Bank Guarantee. The vendor reserves the right to reject a Bank Guarantee for any reason and with the intention that this clause is paramount to the other provisions contained in clause 56.

56.2 Bank Guarantee provided as deposit

(a) Subject to this clause and clause 56.1, the delivery of the Bank Guarantee within 14 days of the contract date, to the vendor's solicitor will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

(b) The vendor acknowledges that payment by the issuer of the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under this contract.

56.3 Payment of deposit

The purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque on the earlier of completion or within 2 business days of the vendor serving a notice on the purchaser claiming forfeiture of the deposit.

56.4 Claiming of deposit

If the purchaser does not comply with clause 56.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may without notice to the purchaser demand payment of the amount stipulated in the Bank Guarantee from the issuer of the Bank Guarantee.

56.5 Bank Guarantee to remain valid

(a) The Bank Guarantee must be and must remain valid until the Sunset Date.

(b) If:

(i) for any reason:

(A) the Bank Guarantee is not valid or ceases to be valid; or

(B) the Bank Guarantee is cancelled or the issuer indicates that it will not honour the Bank Guarantee; and

(ii) the vendor serves notice in writing on the purchaser requiring a valid Bank Guarantee to be issued or substituted, or a deposit satisfactory to the vendor to be provided,

the purchaser must deliver to the vendor a valid Bank Guarantee or satisfactory deposit within 10 business days of the vendor serving notice.

(c) If the purchaser does not replace the Bank Guarantee or provide a deposit satisfactory to the vendor within 10 business days of the vendor serving the notice then, without limiting or otherwise affecting the vendor's rights, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the depositholder and dealt with as the deposit under the terms of this contract.

56.6 Replacement of Bank Guarantee

If at any time the Bank Guarantee has an expiry date which occurs earlier than the Sunset Date or extended Sunset Date, the purchaser must replace the Bank Guarantee with either a bank cheque in favour of the vendor's solicitors for the deposit, or a replacement Bank Guarantee which has an expiry date occurring after the Sunset Date or extended Sunset Date (as the case may be). The purchaser must replace the Bank Guarantee on written demand by the vendor. If the purchaser does not replace the Bank Guarantee within 5 business days of receiving the demand then, without limiting or otherwise affecting the vendor's rights, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor as a deposit under the terms of this contract.

56.7 Substitute Bank Guarantee - replacement beneficiary

If the vendor at any time notifies the purchaser in writing that it requires the Bank Guarantee to be reissued to a party other than the vendor, the purchaser must at the vendor's expense, have the Bank Guarantee reissued and delivered to the vendor's solicitor within 10 business days of receiving the vendor's notice in writing. If the purchaser does not replace the Bank Guarantee within 10 business days of receiving the notice, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor and dealt with as a deposit under the terms of this contract.

56.8 Essential conditions

It is an essential condition of this contract that the purchaser complies with clauses 56.3, 56.5, 56.6 and 56.7. If the purchaser does not comply with its obligations under those clauses, the vendor may in its absolute discretion:

(a) terminate this contract and demand payment of the Bank Guarantee; or

(b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1 of the Standard Form.

56.9 Application to replaced or substituted Bank Guarantee

The provisions of this clause apply to any replaced or substituted Bank Guarantee.

57. FIRB

57.1 Contract conditional

(a) If the front page of this contract notates “yes” in the section “Is any purchaser a Foreign Person?”, this contract is subject to and conditional upon the purchaser obtaining FIRB Approval within 50 days of the contract date and clauses 57.2 to 57.4 apply.

(b) Clauses 57.2 to 57.4 do not apply if the front page of this contract does not notate “yes” in the section “Is any purchaser a Foreign Person?”.

57.2 Purchaser to use reasonable endeavours

(a) The purchaser must use all reasonable endeavours to obtain FIRB Approval before the date specified in clause 57.1.

(b) The purchaser must lodge a proper and complete application for FIRB Approval within 10 business days of the contract date. Time is of the essence with regard to the purchaser's obligations under this clause 57.2.

(c) The purchaser must provide to the vendor a copy of the purchaser's application for FIRB Approval within 3 business days of lodging it and a copy of any FIRB Approval within 3 business days of receiving it.

57.3 Condition not achieved

(a) Subject to clause 57.3(b), if:

(i) the purchaser does not obtain FIRB Approval within 50 days of the contract date;

(ii) the Treasurer has not become precluded from making an order under the FIRB Act prohibiting the purchaser from acquiring the property; and

(iii) the purchaser is not in breach of this contract,

then the purchaser may rescind this contract by serving notice in writing on the vendor.

(b) If the purchaser wishes to exercise rights under clause 57.3(a), it must provide evidence to the satisfaction of the vendor that:

(i) the purchaser has not obtained FIRB Approval;

(ii) the Treasurer has not become precluded from making an order under the FIRB Act prohibiting the purchaser from acquiring the property; and

(iii) purchaser is not in breach of this contract.

(c) The vendor may rescind this contract by giving notice in writing to the purchaser in the event that the purchaser has not confirmed to the vendor in writing within 50 days of the contract date that:

(i) the purchaser has obtained FIRB Approval; or

(ii) the Treasurer has become precluded from making an order under the FIRB Act prohibiting the purchaser from acquiring the property.

57.4 Deposit

Where the purchaser or the vendor validly rescinds the contract pursuant to clause 57.3, so much of the deposit actually paid will be paid to the purchaser less any administration costs incurred by the vendor and a fee payable to the vendor's solicitor of $250 plus GST for administering this clause. Any interest accrued on the deposit will be paid to the vendor or as the vendor directs the depositholder.

57.5 Purchaser's warranty

If the front page of this contract does not notate "yes" in the section "Is any purchaser a Foreign Person?", the purchaser warrants on the contract date and again on the date for completion and on completion that FIRB Approval is not required for the purchase of the property by the purchaser or for the purchaser to enter into or perform its obligations under this contract.

57.6 Purchaser's indemnity

(a) The purchaser acknowledges that the vendor relies on the purchaser's warranty contained in clause 57.5.

(b) The purchaser indemnifies the vendor against all actions, claims, suits, losses, damages, liabilities, costs and expenses including any consequential loss which the vendor may incur or may become liable for as a consequence of the vendor having relied upon the purchaser's warranty when entering into this contract.

57.7 Right to terminate

If the purchaser breaches the warranty in clause 57.5 the purchaser is in default under this contract in an essential respect and the vendor can terminate this contract with immediate effect by serving a notice on the purchaser. Upon termination, and without limitation to any other rights or remedies of the vendor, the deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

58. Planning Certificate

58.1 Planning Certificate

The purchaser acknowledges the vendor's disclosure in the Planning Certificate of all environmental planning instruments, including draft environmental planning instruments, affecting the property as notified by Council.

58.2 Purchaser's representations and warranties

The purchaser represents and warrants that:

(a) it has made its own enquiries in relation to the matters referred to in this clause 58;

(b) it has inspected each Planning Certificate, each instrument referred to in the Planning Certificate and the instruments referred to in this clause; and

(c) it is aware of all restrictions and prohibitions on the development and use of the property.

59. Disposal by purchaser

(a) The purchaser must not before completion, without the prior written agreement of the vendor:

(i) negotiate, advertise or offer to Dispose of the property; or

(ii) enter into or offer to enter into any contract, deed or other arrangement to Dispose of the property, other than to a financier for the purposes of financing the purchase of the property by the purchaser.

(b) The purchaser must not at any time, including after completion, use any of the vendor's marketing materials for any reason, including in connection with the Disposal of the property, without the vendor's prior written consent (which may be withheld or given subject to conditions in the vendor's absolute discretion). This clause does not merge on completion or on the registration of the transfer.

60. General

60.1 Duty

The purchaser must pay all duty payable on this contract and any other dutiable transaction contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. If the purchaser does not do so, the vendor may pay the duty and recover it from the purchaser.

60.2 Governing law and jurisdiction

This contract is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

60.3 Confidentiality

The provisions of this contract and all negotiations between the parties to this contract must remain confidential and must not be disclosed unless required by law or for the purpose of obtaining legal, financial or accounting advice. A party disclosing such information must ensure that the recipient also keeps that information confidential and does not disclose it unless required by law.

60.4 Credit Code

The purchaser acknowledges that the vendor has entered into this contract on the purchaser's representation and warranty that the purchaser is acquiring the property either for investment purposes only or as owner and occupier only. If the latter, the purchaser does not require credit to acquire the property or has already obtained, or satisfied itself that it will be able to obtain, such credit.

60.5 No merger

A provision of this contract that has not been complied with and has not been waived does not merge on completion or on the registration of the transfer.

60.6 Other rights

The vendor's rights, powers, remedies and privileges provided in this contract are cumulative, and are not exclusive of any other rights, powers, remedies and privileges provided by law, except as may be expressly stated otherwise in this contract.

60.7 Entire agreement

This contract contains the entire agreement between the parties about its subject matter and supersedes all prior discussions, representations, agreements and understandings between the parties in connection with the subject matter.

List of attachments

The purchaser acknowledges that the matters referred to in the following attachments to this contract are disclosed and clearly described in this contract:

1. Prescribed Documents

    - Title search for folio identifier 567/1200170
    - Instruments and documents referred to in the title search
    - Planning certificate issued under section 10.7 of the Environmental Planning & Assessment Act 1979
    - Sewerage service diagram and sewer location print

2. Draft Plan of Subdivision
3. Draft Instrument
4. Standard Requisitions
5. Standard Replies
6. Purchaser Information Form
7. Dwelling - Design Guidelines
8. Land Tax Certificate under section 47 of the *Land Tax Management Act 1956*
9. Draft Preliminary Plan Documents

Attachment 1 Prescribed Documents

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 567/1200170

SEARCH DATE	TIME	EDITION NO	DATE
24/4/2019	10:02 AM	3	27/9/2018

LAND

LOT 567 IN DEPOSITED PLAN 1200170
AT COLEBEE
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1200170

FIRST SCHEDULE

LEGPRO 20 PTY LTD

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AJ599396 EASEMENT FOR BATTER 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1191446 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1191446 EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1211538 EASEMENT FOR STORMWATER DRAINAGE PURPOSES 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1200170 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (30) IN THE S.88B INSTRUMENT
7 AN743712 MORTGAGE TO CENTAUR PROPERTY HOLDINGS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1234899.

*** END OF SEARCH ***

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

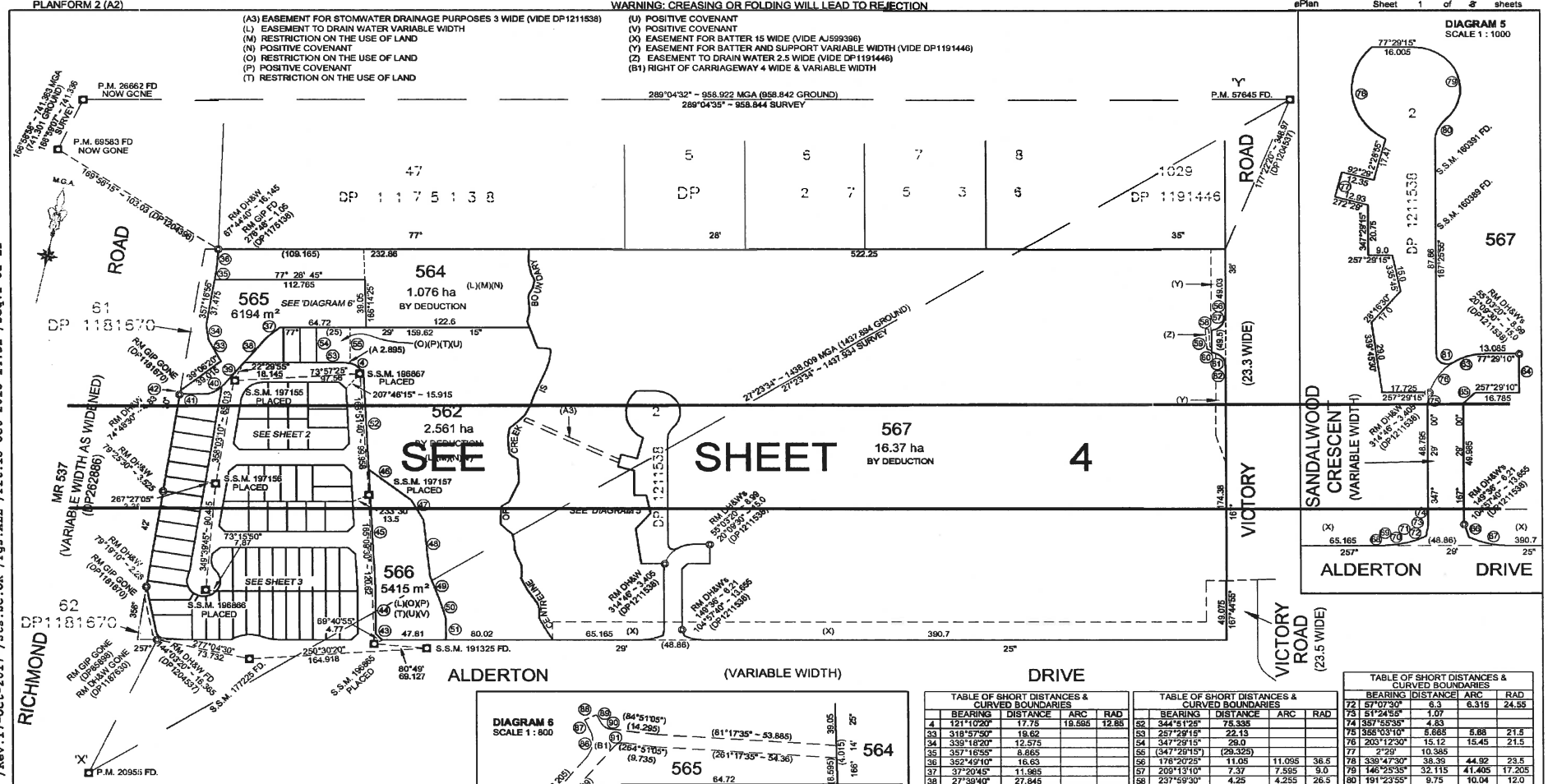
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Received: 24/04/2019 10:02:53

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PLANFORM 2 (A2) DP1200170 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 6 sheets

(A3) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 3 WIDE (VIDE DP1211538)
(L) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(M) RESTRICTION ON THE USE OF LAND
(N) POSITIVE COVENANT
(O) RESTRICTION ON THE USE OF LAND
(P) POSITIVE COVENANT
(T) RESTRICTION ON THE USE OF LAND
(U) POSITIVE COVENANT
(V) POSITIVE COVENANT
(X) EASEMENT FOR BATTER 15 WIDE (VIDE AJ599396)
(Y) EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH (VIDE DP1191446)
(Z) EASEMENT TO DRAIN WATER 2.5 WIDE (VIDE DP1191446)
(B1) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE WIDTH



SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 81 (2) & CLAUSE 35(1)(b)						
MARK	M.G.A. EASTING	M.G.A NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 20955	300 353.420	6 265 945.533	B	2	FROM SCIMS	SCIMS
PM 26662	300 108.767	6 267 335.693	B	2	FROM SCIMS	SCIMS
PM 57645	301 015.033	6 267 222.302	B	2	FROM SCIMS	SCIMS
PM 69583	300 275.754	6 266 813.381	B	2	FROM SCIMS	SCIMS
SSM 177225	300 390.535	6 266 378.410	C	NA	CADASTRAL TRAV	DP1167630
SSM 191325	300 545.999	6 266 433.447	C	NA	CADASTRAL TRAV	DP1187630
SSM 196865	300 477.8	6 266 422.4	U	NA	CADASTRAL TRAV	PLACED
SSM 196866	300 344.4	\pt21.006;6 266 434.1U	U	NA	CADASTRAL TRAV	PLACED
SSM 196867	300 419.1	\pt11.67;6 266 635	U	NA	CADASTRAL TRAV	PLACED
SSM 197155	300 325.3	6 266 608.1	U	NA	CADASTRAL TRAV	PLACED
SSM 197156	300 328.2	6 266 529.1	U	NA	CADASTRAL TRAV	PLACED
SSM 197157	300 448.9	6 266 539	U	NA	CADASTRAL TRAV	PLACED
COMBINED SCALE FACTOR : 1.000082			ZONE : 56			
M.G.A. CO-ORDINATES WERE ADOPTED FROM S.C.I.M.S ON 20.03.2015						

10 20 30 40 50 Table of mm 90 100 110 120 130 140

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
4	121°10'20"	17.75	19.595	12.85
33	318°57'50"	19.62		
34	339°18'20"	12.575		
35	357°16'55"	8.865		
36	352°49'10"	16.63		
37	37°20'45"	11.985		
38	27°39'40"	27.845		
39	27°44'55"	23.755		
40	51°47'10"	17.365	17.995	19.86
41	78°05'30"	16.99		
42	356°42'30"	2.705		
43	302°29'10"	7.145		
44	347°29'15"	35.45		
45	344°51'25"	100.57		
46	115°54'25"	40.735		
47	138°42'55"	19.055		
48	161°58'25"	45.97		
49	147°49'15"	24.91		
50	151°34'25"	13.11		
51	167°29'25"	17.135		

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
52	344°51'25"	75.335		
53	257°29'15"	22.13		
54	347°29'15"	29.0		
55	(347°29'15")	(29.325)		
56	176°20'25"	11.05	11.095	36.5
57	209°13'10"	7.37	7.595	9.0
58	237°59'30"	4.25	4.255	26.5
59	167°29'30"	17.895		
60	94°23'	4.34	4.34	36.5
61	126°02'30"	8.52	8.875	9.0
62	160°57'50"	6.155	6.17	26.5
63	60°38'30"	12.46	12.64	21.5
64	167°29'10"	16.0		
65	212°29'20"	6.08		
66	148°15'25"	6.625		
67	90°43'50"	15.66	15.795	34.55
68	73°59'55"	2.305		
69	71°24'20"	1.765		
70	70°18'	2.715		
71	66°58'30"	3.855	3.855	44.5

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
72	57°07'30"	6.3	6.315	24.55
73	51°24'55"	1.07		
74	357°55'35"	4.83		
75	356°03'10"	5.665	5.68	21.5
76	203°12'30"	15.12	15.45	21.5
77	2°29'	10.385		
78	339°47'30"	38.39	44.92	23.5
79	146°25'35"	32.115	41.405	17.205
80	191°23'55"	9.75	10.04	12.0
81	105°36'50"	7.05	8.63	4.0
82	(27°44'55")	(3.68)		
83	(27°44'55")	(4.53)		
84	(325°47'15")	(4.07)		
85	(358°42'35")	(15.415)	(16.19)	(15.0)
86	(354°13'25")	(9.91)	(10.495)	(9.0)
87	(320°49')	(3.095)		
88	(50°49')	(4.0)		
89	(140°49')	(3.475)		
90	(112°50')	(2.815)	(2.93)	(3.0)
91	(236°14'30")	(2.875)	(2.995)	(3.0)
92	(176°42'35")	(11.305)	(11.875)	(11.0)
93	(145°47'15")	(1.935)		

Surveyor : SIMON P. CHENG
Date of Survey : 1.08.2015
Surveyor's Ref : 34089 / STG5

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 2000

Registered 11.08.2016

DP1200170 E

THIS SHEET REPLACED BY SHEET 4 VIDE 2016-1210 16.10.2017

Req:R418705 /Doc:DP 1200170 P /Rev:17-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:32 /Seq:1 of 12
Ref:37427692 /Src:M

PLANFORM 2 (A2) DP1200170 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 6 sheets

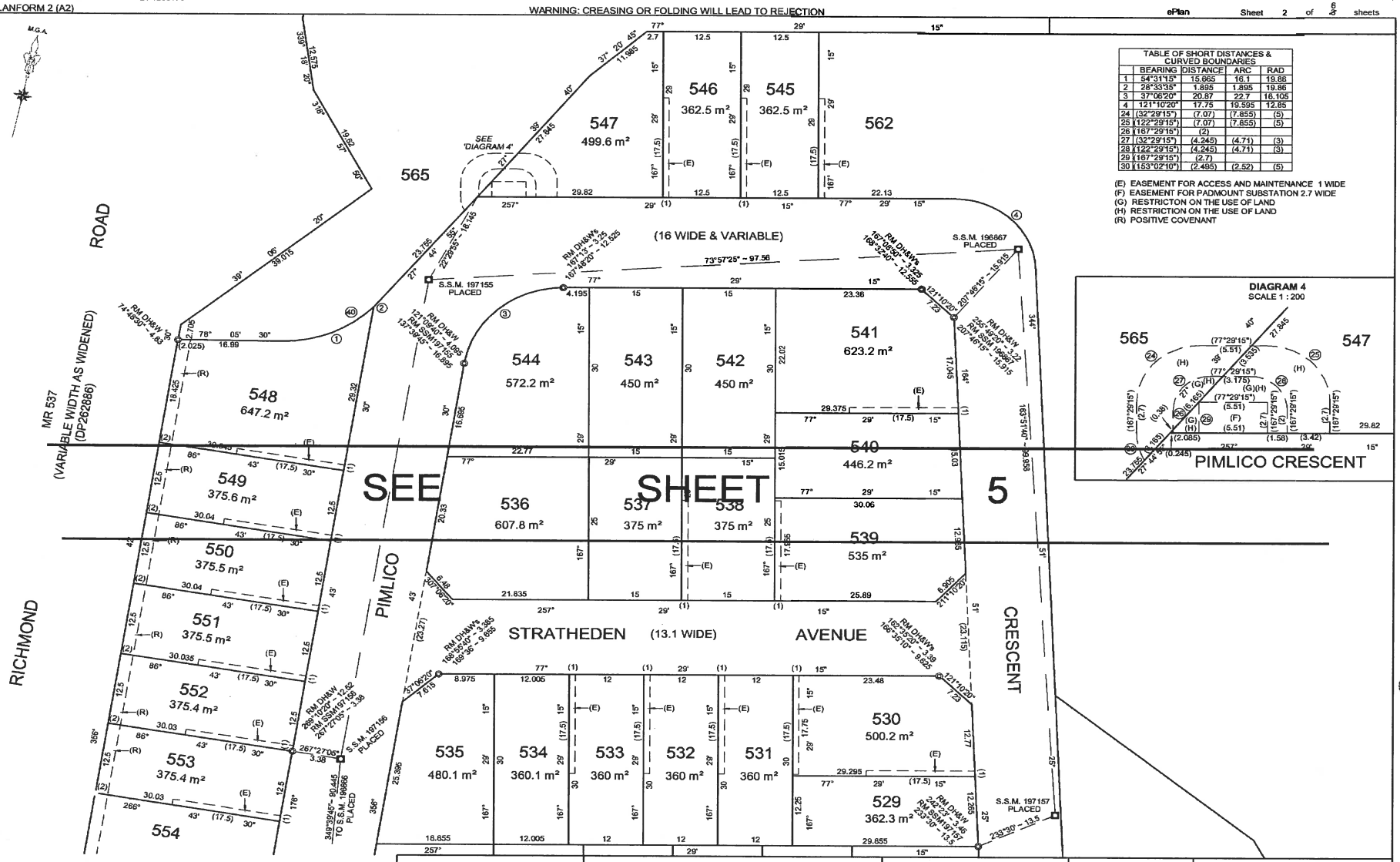


TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
1	54°31'15"	15.665	16.1	19.86
2	28°33'35"	1.895	1.895	19.86
3	37°06'20"	20.87	22.7	16.105
4	121°10'20"	17.75	19.595	12.85
24	(32°29'15")	(7.07)	(7.855)	(5)
25	(122°29'15")	(7.07)	(7.855)	(5)
26	(167°29'15")	(2)		
27	(32°29'15")	(4.245)	(4.71)	(3)
28	(122°29'15")	(4.245)	(4.71)	(3)
29	(167°29'15")	(2.7)		
30	(153°02'10")	(2.495)	(2.52)	(5)

(E) EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE
(F) EASEMENT FOR PADMOUNT SUBSTATION 2.7 WIDE
(G) RESTRICTON ON THE USE OF LAND
(H) RESTRICTION ON THE USE OF LAND
(R) POSITIVE COVENANT

DIAGRAM 4
SCALE 1 : 200

Surveyor : SIMON P. CHENG
Date of Survey : 1.08.2015
Surveyor's Ref : 34089 / STG5

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

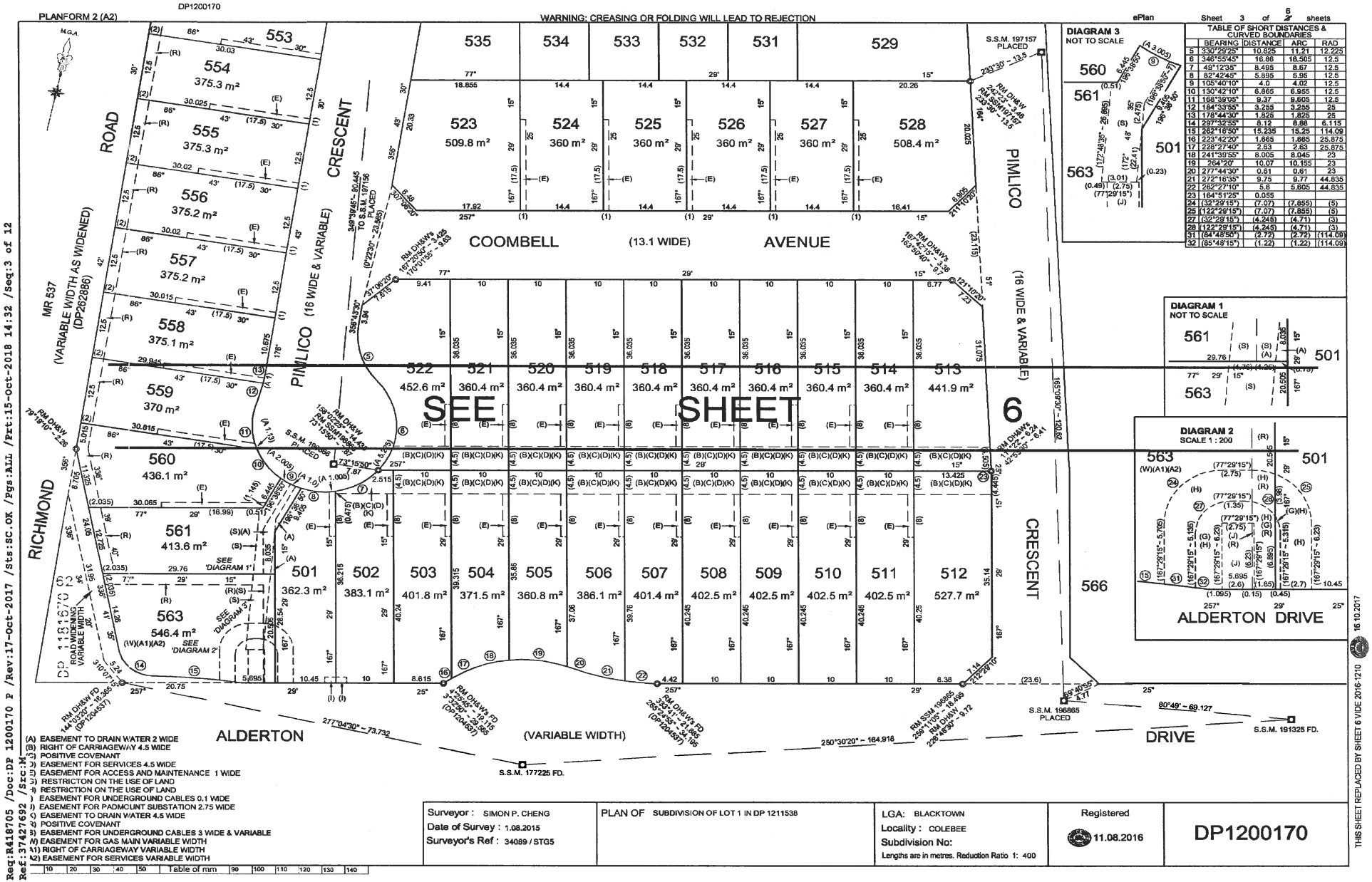
Registered 11.08.2016

DP1200170

THIS SHEET REPLACED BY SHEET 5 VIDE 2018/1210 16.10.2017

Req:R418705 /Doc:DP 1200170 P /Rev:17-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:32 /Seq:2 of 12
Ref:37427692 /Src:M

10 20 30 40 50 Table of mm 90 100 110 120 130 140



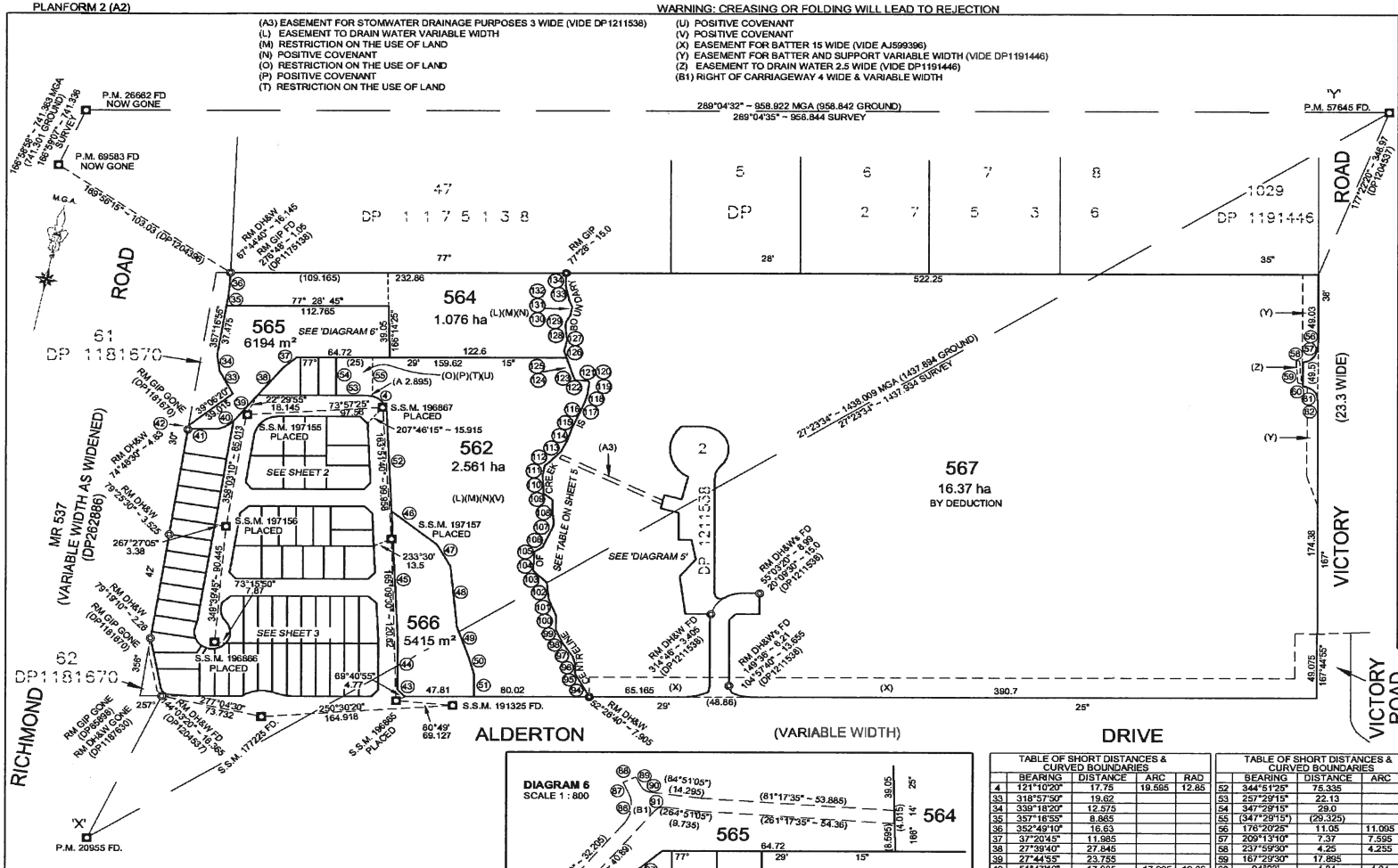
	BEARING	DISTANCE	ARC	RAD
5	330°29'25"	10.825	11.21	12.225
6	346°55'45"	16.86	16.505	12.5
7	49°12'35"	8.495	8.67	12.5
8	82°42'45"	5.895	5.96	12.5
9	105°40'10"	4.0	4.02	12.5
10	130°42'10"	6.865	6.955	12.5
11	166°39'05"	9.37	9.605	12.5
12	184°33'55"	3.255	3.255	25
13	178°44'30"	1.825	1.825	26
14	297°32'55"	8.12	8.68	6.115
15	262°16'50"	15.235	15.25	114.09
16	223°42'20"	1.665	1.665	25.875
17	228°27'40"	2.63	2.63	25.875
18	241°39'55"	8.005	8.045	23
19	264°20'	10.07	10.155	23
20	277°44'30"	0.61	0.61	23
21	272°16'35"	9.75	9.77	44.835
22	282°27'10"	5.6	5.605	44.835
23	164°51'25"	0.055		
24	(32°29'15")	(7.07)	(7.855)	(5)
25	(122°29'15")	(7.07)	(7.855)	(5)
27	(32°29'15")	(4.245)	(4.71)	(3)
28	(122°29'15")	(4.245)	(4.71)	(3)
31	(64°48'50")	(2.72)	(2.72)	(114.09)
32	(85°48'15")	(1.22)	(1.22)	(114.09)

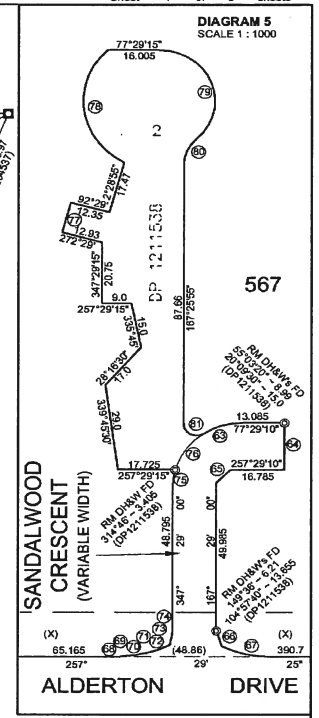
PLANFORM 2 (A2)

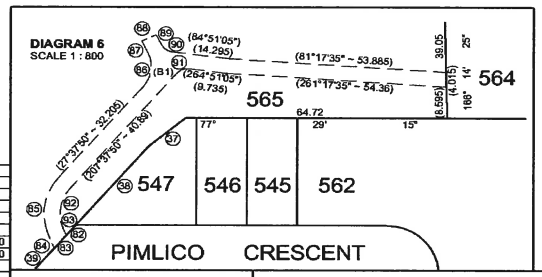
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 6 sheets

(A3) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 3 WIDE (VIDE DP1211538)
(L) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(M) RESTRICTION ON THE USE OF LAND
(N) POSITIVE COVENANT
(O) RESTRICTION ON THE USE OF LAND
(P) POSITIVE COVENANT
(T) RESTRICTION ON THE USE OF LAND
(U) POSITIVE COVENANT
(V) POSITIVE COVENANT
(X) EASEMENT FOR BATTER 15 WIDE (VIDE AJ599396)
(Y) EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH (VIDE DP1191446)
(Z) EASEMENT TO DRAIN WATER 2.5 WIDE (VIDE DP1191446)
(B1) RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE WIDTH







SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 61 (2) & CLAUSE 35(1)(b)							
MARK	M.G.A. EASTING	M.G.A NORTHING	ELEVATION	CLASS	ORDER	METHOD	ORIGIN
PM 20955	300 353.420	6 285 945.533		B	2	FROM SCIMS	SCIMS
PM 26662	300 108.767	6 287 535.693		B	2	FROM SCIMS	SCIMS
PM 57645	301 015.033	6 287 222.302		B	2	FROM SCIMS	SCIMS
PM 69583	300 275.754	6 286 813.381		B	2	FROM SCIMS	SCIMS
SM 177225	300 390.535	8 266 378.410		C	NA	CADASTRAL TRAV	DP1187630
SM 191325	300 545.999	6 266 433.447		C	NA	CADASTRAL TRAV	DP1187630
SM 196865	300 477.8	6 266 422.4	32.985	U	NA	CADASTRAL TRAV	PLACED
SM 196866	300 344.4	\pt21.006;6 266 434.93	3.675	U	NA	CADASTRAL TRAV	PLACED
SM 196867	300 419.1	\pt11.67;8 266 635	31.68	U	NA	CADASTRAL TRAV	PLACED
SM 197155	300 325.3	6 266 608.1	32.35	U	NA	CADASTRAL TRAV	PLACED
SM 197156	300 328.2	6 266 523.1	32.9	U	NA	CADASTRAL TRAV	PLACED
SM 197157	300 446.9	6 266 539	32.005	U	NA	CADASTRAL TRAV	PLACED

COMBINED SCALE FACTOR : 1.000082 ZONE : 56
M.G.A. CO-ORDINATES WERE ADOPTED FROM S.C.I.M.S ON 20.03.2015

10 20 30 40 50 Table of mm 90 100 110 120 130 140

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
4	121°10'20"	17.75	19.595	12.65
33	318°57'50"	19.62		
34	339°18'20"	12.575		
35	357°16'55"	8.865		
36	352°49'10"	16.63		
37	37°20'45"	11.985		
38	27°39'40"	27.845		
39	27°44'55"	23.755		
40	51°47'10"	17.365	17.995	19.86
41	78°05'30"	16.99		
42	356°42'30"	2.705		
43	302°29'10"	7.145		
44	347°29'15"	35.45		
45	344°51'25"	100.57		
46	115°54'25"	40.735		
47	138°42'55"	19.055		
48	161°58'25"	45.97		
49	147°49'15"	24.91		
50	151°34'25"	13.11		
51	167°29'25"	17.135		

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
52	344°51'25"	75.335		
53	257°29'15"	22.13		
54	347°29'15"	29.0		
55	(347°29'15")	(29.325)		
56	176°20'25"	11.05	11.095	36.5
57	209°13'10"	7.37	7.595	5.0
58	237°59'30"	4.25	4.255	26.5
59	167°29'30"	17.895		
60	94°23'	4.34	4.34	36.5
61	126°02'30"	8.52	8.875	9.0
62	160°57'50"	6.155	6.17	26.5
63	60°38'30"	12.46	12.64	21.5
64	167°29'10"	16.0		
65	212°29'20"	6.08		
66	148°15'25"	5.525		
67	90°43'50"	15.66	15.795	34.55
68	73°59'50"	2.305		
69	71°24'20"	1.785		
70	70°18'	2.715		
71	66°58'30"	3.855	3.855	44.5

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
72	57°07'30"	6.3	6.315	24.55
73	51°24'55"	1.07		
74	357°55'35"	4.83		
75	355°03'10"	5.665	5.68	21.5
76	203°12'30"	15.12	15.45	21.5
77	2°29'	10.385		
78	339°47'30"	38.39	44.92	23.5
79	146°25'35"	32.115	41.405	17.205
80	191°23'55"	9.75	10.04	12.0
81	105°38'50"	7.05	8.63	4.0
82	(27°44'55")	(3.68)		
83	(27°44'55")	(4.53)		
84	(325°47'15")	(4.07)		
85	(356°42'35")	(15.415)	(16.19)	(15.0)
86	(354°13'25")	(9.91)	(10.495)	(9.0)
87	(320°49')	(3.095)		
88	(50°49')	(4.0)		
89	(140°49')	(3.475)		
90	(112°50')	(2.815)	(2.93)	(3.0)
91	(236°14'30")	(2.875)	(2.995)	(3.0)
92	(176°42'35")	(11.305)	(11.875)	(11.0)
93	(145°47'15")	(1.935)		

Surveyor : SIMON P. CHENG
Date of Survey : 1.08.2015
Surveyor's Ref : 34089 / STG5

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 2000

Registered 11.08.2016

DP1200170

THIS SHEET REPLACES SHEET 1 VIDE 2016-1210 16.10.2017

Req:R418705 /Doc:DP 1200170 P /Rev:17-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:32 /Seq:4 of 12
Ref:37427692 /Src:M

PLANFORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 5 of 6 sheets

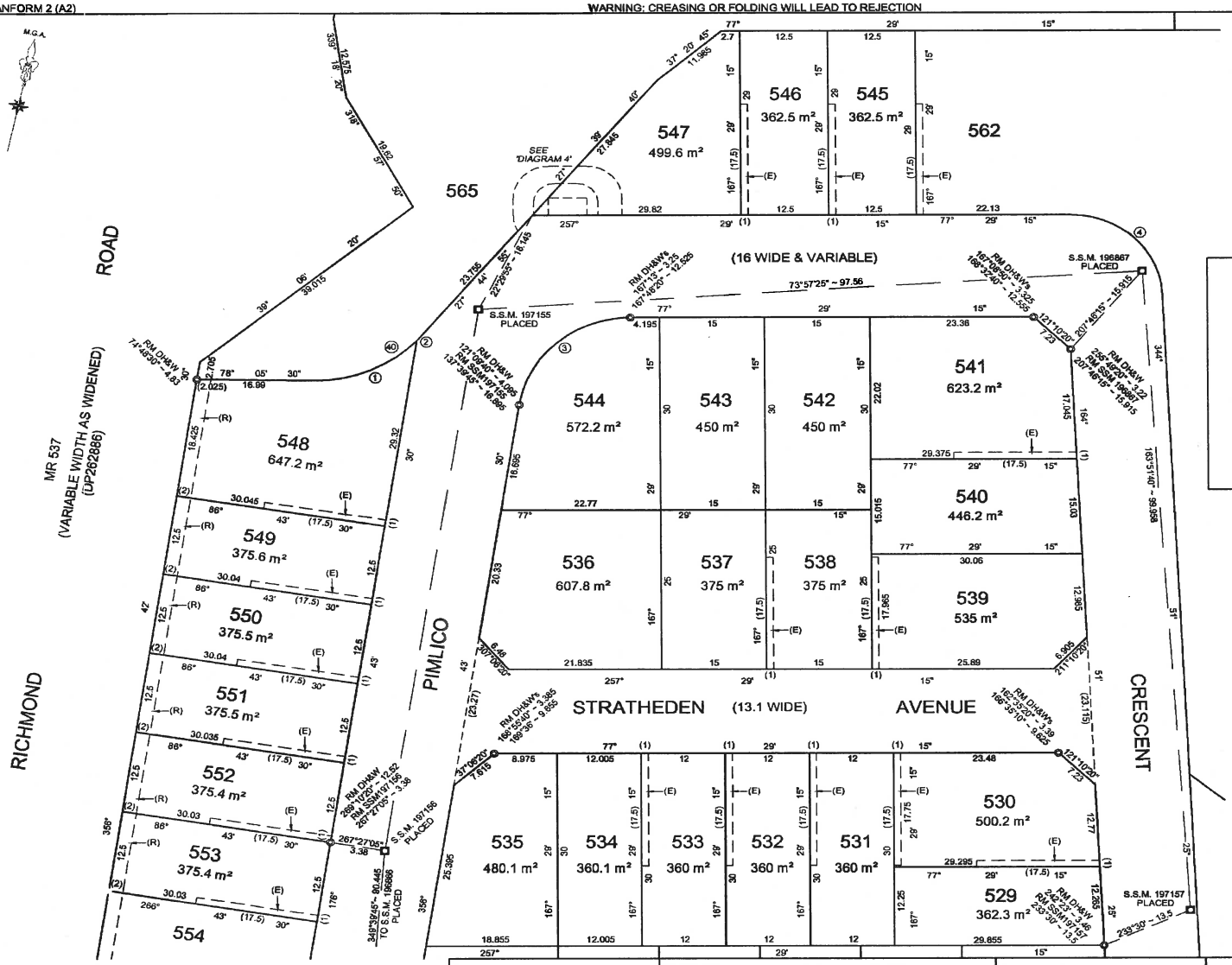


TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
1	54°31'15"	15.665	16.1	19.86
2	28°33'35"	1.895	1.895	19.86
3	37°06'20"	20.87	22.7	16.105
4	121°10'20"	17.75	19.595	12.85
24	(32°29'15")	(7.07)	(7.855)	(5)
25	(122°29'15")	(7.07)	(7.855)	(5)
26	(167°29'15")	(2)		
27	(32°29'15")	(4.245)	(4.71)	(3)
28	(122°29'15")	(4.245)	(4.71)	(3)
29	(167°29'15")	(2.7)		
30	(153°02'10")	(2.495)	(2.52)	(5)

(E) EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE
(F) EASEMENT FOR PADMOUNT SUBSTATION 2.7 WIDE
(G) RESTRICTON ON THE USE OF LAND
(H) RESTRICTION ON THE USE OF LAND
(R) POSITIVE COVENANT

DIAGRAM 4
SCALE 1 : 200

TABLE OF SHORT BOUNDARIES				
	BEARING	DISTANCE	EAST BANK OFFSET	WEST BANK OFFSET
94	318°23'15"	20.215	1.84	1.66
95	346°57'35"	7.7	0.58	0.53
96	330°15'55"	5.98	1.51	1.52
97	312°21'40"	12.015	1.17	0.83
98	322°14'35"	11.415	0.95	0.55
99	349°33'50"	10.355	2.23	1.9
100	325°10'15"	13.8	1.95	1.57
101	340°37'20"	12.81	1.17	1.11
102	301°29'20"	12.9	1.81	0.88
103	351°00'55"	14.46	2.15	1.47
104	47°21'05"	6.425	1.48	1.44
105	12°27'25"	17.36	2.31	2.65
106	357°30'	2.805	2.52	2.57
107	342°45'55"	8.98	2.92	2.52
108	344°47'05"	8.67	1.32	1.83
109	296°14'15"	7.705	1.26	1.05
110	345°14'45"	8.355	1.3	1.31
111	343°49'35"	7.06	1.68	1.57
112	357°53'35"	7.77	2.4	1.73
113	38°52'	2.67	1.41	1.31
114	34°09'30"	12.675	3.03	3.16
115	14°33'10"	9.505	1.48	1.41
116	6°26'45"	10.21	1.52	1.29
117	12°17'10"	10.855	1.44	1.37
118	11°08'20"	9.98	1.2	1.23
119	5°02'25"	6.725	1.86	1.97
120	356°01'05"	9.225	2.67	3.26
121	312°28'45"	1.62	2.67	4.42
122	262°34'05"	8.995	4.84	4.32
123	323°53'25"	5.495	2.14	2.35
124	350°32'30"	2.655	1.92	2.05
125	329°09'15"	5.62	1.4	1.98
126	329°09'15"	5.54	3.37	2.26
127	1°05'20"	8.35	3.3	3.81
128	340°58'55"	11.45	1.92	1.75
129	2°18'50"	2.955	1.91	1.83
130	17°56'15"	5.655	0.89	0.64
131	358°08'10"	6.395	0.97	1.28
132	324°12'45"	4.125	0.86	0.72
133	334°20'10"	12.52	2.5	2.16
134	350°08'55"	9.63		

Surveyor : SIMON P. CHENG
Date of Survey : 1.08.2015
Surveyor's Ref : 34089 / STG5

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 400

Registered 11.08.2016

DP1200170

THIS SHEET REPLACES SHEET 2 WIDE 2016-1210 16.10.2017

Req:R418705 /Doc:DP 1200170 P /Rev:17-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:32 /Seq:5 of 12
Ref:37427692 /Src:M

10 20 30 40 50 Table of mm 90 100 110 120 130 140

PLANFORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 6 of 6 sheets

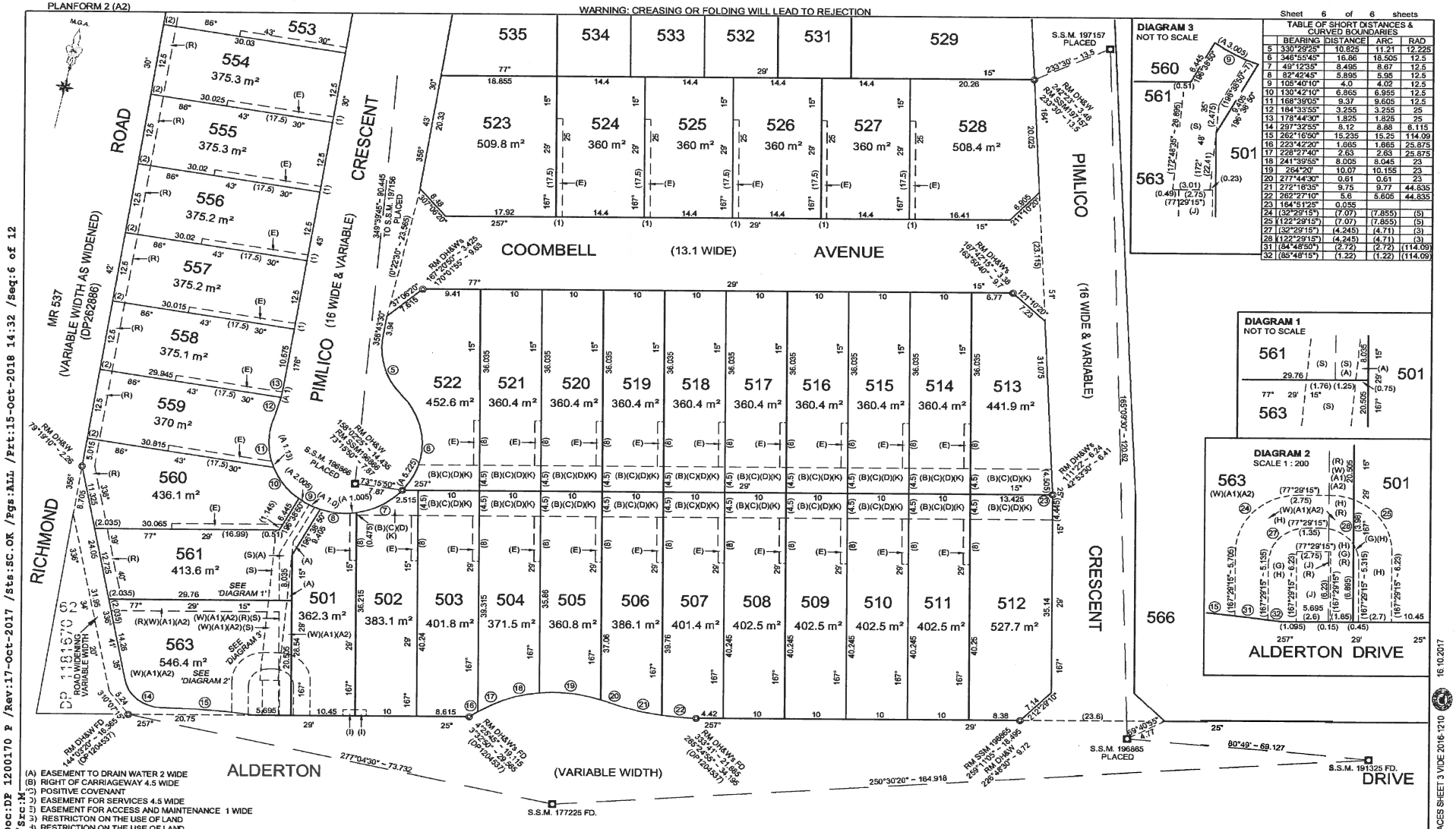


DIAGRAM 3
NOT TO SCALE

DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
SCALE 1 : 200

TABLE OF SHORT DISTANCES & CURVED BOUNDARIES

	BEARING	DISTANCE	ARC	RAD
5	330°29'25"	10.825	11.21	12.225
6	346°55'45"	16.86	16.505	12.5
7	49°12'35"	8.495	8.67	12.5
8	82°42'45"	5.895	5.95	12.5
9	105°40'10"	4.0	4.02	12.5
10	130°42'10"	6.865	6.955	12.5
11	168°39'05"	9.37	9.605	12.5
12	184°33'55"	3.255	3.255	25
13	178°44'30"	1.825	1.828	25
14	297°32'55"	8.12	8.88	8.115
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22	262°27'10"	5.6	5.605	44.835
23	164°51'25"	0.055		
24	(32°29'15")	(7.07)	(7.855)	(5)
25	(122°29'15")	(7.07)	(7.855)	(5)
27	(32°29'15")	(4.245)	(4.71)	(3)
28	(122°29'15")	(4.245)	(4.71)	(3)
31	(84°48'50")	(2.72)	(2.72)	(114.09)
32	(85°48'15")	(1.22)	(1.22)	(114.09)

(A) EASEMENT TO DRAIN WATER 2 WIDE
(B) RIGHT OF CARRIAGEWAY 4.5 WIDE
(C) POSITIVE COVENANT
(D) EASEMENT FOR SERVICES 4.5 WIDE
(E) EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE
(J) RESTRICTON ON THE USE OF LAND
(K) RESTRICTION ON THE USE OF LAND
(1) EASEMENT FOR UNDERGROUND CABLES 0.1 WIDE
(2) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(3) EASEMENT TO DRAIN WATER 4.5 WIDE
(4) POSITIVE COVENANT
(5) EASEMENT FOR UNDERGROUND CABLES 3 WIDE & VARIABLE
(M) EASEMENT FOR GAS MAIN VARIABLE WIDTH
(X1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(X2) EASEMENT FOR SERVICES VARIABLE WIDTH

Table of mm: 10 | 20 | 30 | 40 | 50 | 90 | 100 | 110 | 120 | 130 | 140

Surveyor : SIMON P. CHENG Date of Survey : 1.08.2015 Surveyor's Ref : 34089 / STG5	PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: Lengths are in metres. Reduction Ratio 1: 400	Registered 11.08.2016	DP1200170

THIS SHEET REPLACES SHEET 3 VIDE 2016-1210 16.10.2017

Req:R418705 /Doc:DP 1200170 P /Rev:17-Oct-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:32 /Seq:6 of 12
Ref:37427692 /Src:M

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1200170 E

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

L G A BLACKTOWN

Locality: COLEBEE

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW / Western Lands Office Approval

I,.....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File ~~Number~~:.....

Office:.....

Subdivision Certificate

I, Judith Portelli

* Authorised Person / ~~*General Manager / *Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:.....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 30 JUNE 2016

Subdivision Certificate number: 16-00030

File number: DA-13-02515

* Strike through if inapplicable

Survey Certificate

I, SIMON P. CHENG

of 317 / 5 CELEBRATION DRIVE, NORWEST BUSINESS PARK BAULKHAM HILLS BC NSW 2153

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the ~~*Surveying and Spatial Information Regulation 2012~~, is accurate and the survey was completed on 1.08.2015

*(b) The part of the land shown in the plan (*being/*exluding ^.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Signature:..... Dated: 01.08.15

Surveyor ID: 806

Datum Line: X - Y

Type: *Urban / ~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

SEE SHEET 2

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD :

(1) - PIMLICO CRESCENT 16 WIDE & VARIABLE

(2) - STRATHEDEN AVENUE 13.1 WIDE

(3) - COOMBELL AVENUE 13.1 WIDE

IT IS INTENDED TO DEDICATE ROAD WIDENING VARIABLE WIDTH TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey / ~~compilation~~

DP 1187630
DP 1204537
DP 1191446
DP 1191447
DP 1211538

If space is insufficient continue on PLAN FORM 6A

Signatures,Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 34089 / STG5

THIS SHEET REPLACED BY SHEET 2 VIDE 2016-1210 16.10.2017

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1200170

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

L G A BLACKTOWN

Locality: COLEBEE

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW / Western Lands Office Approval

I,.....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I, Judith Portelli

* Authorised Person / ~~*General Manager / *Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:.....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 30 JUNE 2016

Subdivision Certificate number: 16-00030

File number: DA-13-02515

* Strike through if inapplicable

Survey Certificate

I, SIMON P. CHENG

of 317 / 5 CELEBRATION DRIVE, NORWEST BUSINESS PARK BAULKHAM HILLS BC NSW 2153

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 1.08.2015

(b) The part of the land shown in the plan (~~being~~/*excluding ^ LOT 567) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 1.08.2015, the part not surveyed was compiled in accordance with that Regulation.

*(c) The land shown in this plan was compiled in accordance with the ~~*Surveying and Spatial Information Regulation 2012.~~

Signature:..... Dated: 01.08.15

Surveyor ID: 806

Datum Line: X - Y

Type: *Urban /~~*Rural~~

The terrain is *Level-Undulating /~~*Steep-Mountainous.~~

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD :

(1) - PIMLICO CRESCENT 16 WIDE & VARIABLE

(2) - STRATHEDEN AVENUE 13.1 WIDE

(3) - COOMBELL AVENUE 13.1 WIDE

IT IS INTENDED TO DEDICATE ROAD WIDENING VARIABLE WIDTH TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey ~~/ compilation~~

DP 1187630
DP 1204537
DP 1191446
DP 1191447
DP 1211538

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 34089 / STG5

THIS SHEET REPLACES SHEET 1 VIDE 2016-1210 16.10.2017

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

Office Use Only

DP1200170

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statement of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00030

Date of Endorsement: 30/6/16

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED TO CREATE :

(1) - EASEMENT TO DRAIN WATER 2 WIDE (A)

(2) - RIGHT OF CARRIAGWAY 4.5 WIDE (B)

(3) - POSITIVE COVENANT (C)

(4) - EASEMENT FOR SERVICES 4.5 WIDE (D)

(5) - EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE (E)

(6) - EASEMENT FOR PADMOUNT SUBSTATION 2.7 WIDE (F)

(7) - RESTRICTION ON THE USE OF LAND (G)

(8) - RESTRICTION ON THE USE OF LAND (H)

(9) - EASEMENT FOR UNDERGROUND CABLES 0.1 WIDE (I)

(10) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (J)

(11) - EASEMENT TO DRAIN WATER 4.5 WIDE (K)

(12) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (L)

(13) - RESTRICTION ON THE USE OF LAND (M)

(14) - POSITIVE COVENANT (N)

(15) - RESTRICTION ON THE USE OF LAND (O)

(16) - POSITIVE COVENANT (P)

(17) - RESTRICTION ON THE USE OF LAND

(18) - POSITIVE COVENANT (R)

(19) - EASEMENT FOR UNDERGROUND CABLES 3 WIDE & VARIABLE (S)

(20) - RESTRICTION ON THE USE OF LAND (T)

(21) - POSITIVE COVENANT (U)

(22) - POSITIVE COVENANT (V)

(23) - RESTRICTION ON THE USE OF LAND

(24) - RESTRICTION ON THE USE OF LAND

(25) - RESTRICTION ON THE USE OF LAND

(26) - RESTRICTION ON THE USE OF LAND

(27) - EASEMENT FOR GAS MAIN VARIABLE WIDTH (W)

(28) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A1)

(29) - EASEMENT FOR SERVICES VARIABLE WIDTH (A2)

(30) - RESTRICTION ON THE USE OF LAND

(31) - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE WIDTH (B1)

(32) - RESTRICTION ON THE USE OF LAND

(33) - RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34089 / STG5

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

Office Use Only

DP1200170

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

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- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statement of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00030

Date of Endorsement: 30/6/16

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

LOT	Street number	Street name	Street type	Locality
501	5	ALDERTON	DRIVE	COLEBEE
502	7	ALDERTON	DRIVE	COLEBEE
503	9	ALDERTON	DRIVE	COLEBEE
504	11	ALDERTON	DRIVE	COLEBEE
505	13	ALDERTON	DRIVE	COLEBEE
506	15	ALDERTON	DRIVE	COLEBEE
507	17	ALDERTON	DRIVE	COLEBEE
508	19	ALDERTON	DRIVE	COLEBEE
509	21	ALDERTON	DRIVE	COLEBEE
510	23	ALDERTON	DRIVE	COLEBEE
511	25	ALDERTON	DRIVE	COLEBEE
512	27	ALDERTON	DRIVE	COLEBEE
513	1	COOMBELL	AVENUE	COLEBEE
514	3	COOMBELL	AVENUE	COLEBEE
515	5	COOMBELL	AVENUE	COLEBEE
516	7	COOMBELL	AVENUE	COLEBEE
517	9	COOMBELL	AVENUE	COLEBEE
518	11	COOMBELL	AVENUE	COLEBEE
519	13	COOMBELL	AVENUE	COLEBEE
520	15	COOMBELL	AVENUE	COLEBEE
521	17	COOMBELL	AVENUE	COLEBEE
522	19	COOMBELL	AVENUE	COLEBEE
523	12	COOMBELL	AVENUE	COLEBEE
524	10	COOMBELL	AVENUE	COLEBEE
525	8	COOMBELL	AVENUE	COLEBEE
526	6	COOMBELL	AVENUE	COLEBEE
527	4	COOMBELL	AVENUE	COLEBEE
528	2	COOMBELL	AVENUE	COLEBEE
529	7	PIMLICO	AVENUE	COLEBEE
530	9	PIMLICO	AVENUE	COLEBEE
531	3	STRATHEDEN	AVENUE	COLEBEE
532	5	STRATHEDEN	AVENUE	COLEBEE
533	7	STRATHEDEN	AVENUE	COLEBEE
534	9	STRATHEDEN	AVENUE	COLEBEE
535	11	STRATHEDEN	AVENUE	COLEBEE
536	8	STRATHEDEN	AVENUE	COLEBEE
537	6	STRATHEDEN	AVENUE	COLEBEE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34089 / STG5

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

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DP1200170

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statement of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00030

Date of Endorsement: 30/6/16

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

LOT	Street number	Street name	Street type	Locality
538	4	STRATHEDEN	AVENUE	COLEBEE
539	11	PIMLICO	AVENUE	COLEBEE
540	13	PIMLICO	AVENUE	COLEBEE
541	15	PIMLICO	AVENUE	COLEBEE
542	17	PIMLICO	AVENUE	COLEBEE
543	19	PIMLICO	AVENUE	COLEBEE
544	21	PIMLICO	AVENUE	COLEBEE
545		NOT AVAILABLE		COLEBEE
546		NOT AVAILABLE		COLEBEE
547		NOT AVAILABLE		COLEBEE
548		NOT AVAILABLE		COLEBEE
549		NOT AVAILABLE		COLEBEE
550		NOT AVAILABLE		COLEBEE
551		NOT AVAILABLE		COLEBEE
552		NOT AVAILABLE		COLEBEE
553		NOT AVAILABLE		COLEBEE
554		NOT AVAILABLE		COLEBEE
555		NOT AVAILABLE		COLEBEE
556		NOT AVAILABLE		COLEBEE
557		NOT AVAILABLE		COLEBEE
558		NOT AVAILABLE		COLEBEE
559		NOT AVAILABLE		COLEBEE
560		NOT AVAILABLE		COLEBEE
561		NOT AVAILABLE		COLEBEE
562		NOT AVAILABLE		COLEBEE
563	1	ALDERTON	DRIVE	COLEBEE
564		NOT AVAILABLE		COLEBEE
565		NOT AVAILABLE		COLEBEE
566		NOT AVAILABLE		COLEBEE
567		NOT AVAILABLE		COLEBEE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34089 / STG5

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Office Use Only

Registered: 11.08.2016

Office Use Only

DP1200170

PLAN OF SUBDIVISION OF LOT 1 IN DP 1211538

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statement of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00030

Date of Endorsement: 30/6/16.

Legpro 20 Pty Limited ACN 162 571 977
by its attorney, Anthony
Christopher Rumore, pursuant to
Power of Attorney Book 4671 No 454

WITNESS

ATTORNEY

Jeffrey John Atkinson

A.C. RUMORE.

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by

JASON FINLAYSON

who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of the power

Signature of Attorney

In the presence of

Signature of Witness

SHENG GAN

Print name of Witness

242 Pitt Street
SYDNEY NSW 2000

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34089 / STG5

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170 Ⓔ

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

Full Name and Address of the owner of the Land:

Legpro 20 Pty Ltd of
1 Richmond Road
MARSDEN PARK NSW 2765

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 2 wide (A)	561	563
2	Right of Carriageway 4.5 wide (B)	502 503 504 505 506 507 508 509 510 511	503-522 inclusive 502 504-522 inclusive 502,503 505-522 inclusive 502-504 inclusive 506-522 inclusive 502-505 inclusive 507-522 inclusive 502-506 inclusive 508-522 inclusive 502-507 inclusive 509-522 inclusive 502-508 inclusive 510-522 inclusive 502-509 inclusive 511-522 inclusive 502-510 inclusive 512-522 inclusive

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		512	502-511 inclusive 513-522 inclusive
		513	502-512 inclusive 514-522 inclusive
		514	502-513 inclusive 515-522 inclusive
		515	502-514 inclusive 516-522 inclusive
		516	502-515 inclusive 517-522 inclusive
		517	502-516 inclusive 518-522 inclusive
		518	502-517 inclusive 519-522 inclusive
		519	502-518 inclusive 520-522 inclusive
		520	502-519 inclusive 521,522
		521	502-520 inclusive 522
		522	502-521
3	Positive Covenant (C)	Part of lots 502-522 inclusive	Blacktown City Council

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement for Services 4.5 wide (D)	502	503-522 inclusive
		503	502 504-522 inclusive
		504	502,503 505-522 inclusive
		505	502-504 inclusive 506-522 inclusive
		506	502-505 inclusive 507-522 inclusive
		507	502-506 inclusive 508-522 inclusive
		508	502-507 inclusive 509-522 inclusive
		509	502-508 inclusive 510-522 inclusive
		510	502-509 inclusive 511-522 inclusive
		511	502-510 inclusive 512-522 inclusive
		512	502-511 inclusive 513-522 inclusive
		513	502-512 inclusive 514-522 inclusive

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		514	502-513 inclusive 515-522 inclusive
		515	502-514 inclusive 516-522 inclusive
		516	502-515 inclusive 517-522 inclusive
		517	502-516 inclusive 518-522 inclusive
		518	502-517 inclusive 519-522 inclusive
		519	502-518 inclusive 520-522 inclusive
		520	502-519 inclusive 521,522
		521	502-520 inclusive 522
		522	502-521
5	Easement for Access and Maintenance 1 wide (E)	501 502 503 504 505 506 507 508 509 510 511	502 503 504 505 506 507 508 509 510 511 512

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		514	513
		515	514
		516	515
		517	516
		518	517
		519	518
		520	519
		521	520
		522	521
		524	523
		525	524
		526	525
		527	526
		528	527
		530	529,531
		531	532
		532	533
		533	534
		538	537
		539	538
		541	540
		545	546
		546	547
		548	549
		549	550

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00530 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		550 551 552 553 554 555 556 557 558 559 560 562	551 552 553 554 555 556 557 558 559 560 561 545
6	Easement for Padmount Substation 2.7 wide (F)	547	Endeavour Energy
7	Restriction on the use of land (G)	Pt.501,Pt.547, Pt.563,Pt.565	Endeavour Energy
8	Restriction on the use of land (H)	Pt.501,Pt.547, Pt.563,Pt.565	Endeavour Energy
9	Easement for Underground Cables 0.1 wide (I)	501, 502	Endeavour Energy
10	Easement for Padmount Substation 2.75 wide (J)	563	Endeavour Energy

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

.....

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
11	Easement to Drain Water 4.5 wide (K)	502	503-522 inclusive
		503	502 504-522 inclusive
		504	502,503 505-522 inclusive
		505	502-504 inclusive 506-522 inclusive
		506	502-505 inclusive 507-522 inclusive
		507	502-506 inclusive 508-522 inclusive
		508	502-507 inclusive 509-522 inclusive
		509	502-508 inclusive 510-522 inclusive
		510	502-509 inclusive 511-522 inclusive
		511	502-510 inclusive 512-522 inclusive
		512	502-511 inclusive 513-522 inclusive
		513	502-512 inclusive 514-522 inclusive
		514	502-513 inclusive 515-522 inclusive

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211536 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		515	502-514 inclusive 516-522 inclusive
		516	502-515 inclusive 517-522 inclusive
		517	502-516 inclusive 518-522 inclusive
		518	502-517 inclusive 519-522 inclusive
		519	502-518 inclusive 520-522 inclusive
		520	502-519 inclusive 521,522
		521	502-520 inclusive 522
		522	502-521
12	Easement to Drain Water variable width (L)	562,564,~~565~~ WHOLE 566	Blacktown City Council
13	Restriction on the use of land (M)	Pt.562,Pt.564	Blacktown City Council
14	Positive Covenant (N)	Pt.562,Pt.564	Blacktown City Council
15	Restriction on the use of land (O)	Pt.562,~~565~~ WHOLE 566	Blacktown City Council
16	Positive Covenant (P)	Pt.562,~~565~~ WHOLE 566	Blacktown City Council
17	Restriction on the use of land	548-561 inclusive 563	Blacktown City Council

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

.....

Authorised Person

ITEM NO'S 12 ,15 & 16 BURDENED LOTS AMENDED VIDE AM770876 & 2016-1210 16.10.2017

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
18	Positive Covenant (R)	548-561 inclusive 563	Blacktown City Council
19	Easement for Underground Cables 3 wide and variable (S)	561,563	Endeavour Energy
20	Restriction on the use of land (T)	Pt.562,~~566~~ WHOLE 566	Blacktown City Council
21	Positive Covenant (U)	Pt.562,~~566~~ WHOLE 566	Blacktown City Council
22	Positive Covenant (V)	Pt.562.~~566~~ WHOLE 566	Blacktown City Council
23	Restriction on the use of land	501-561 inclusive	Blacktown City Council
24	Restriction on the use of land	501-561 inclusive	Blacktown City Council
25	Restriction on the use of land	501-565 inclusive	Each and every lot
26	Restriction on the use of land	501-565 inclusive	Each and every lot
27	Easement for gas main variable width (W)	563	Jemena Gas Networks (NSW) Ltd (ACN 003 004 322)
28	Right of Carriageway variable width (A1)	563	Jemena Gas Networks (NSW) Ltd (ACN 003 004 322 Endeavour Energy

Approved by

Judith Porteli

Name

on behalf of

Blacktown City Council

Authorised Person

ITEM NOS 20, 21 & 22 BURDENED LOTS AMENDED VIDE AM770876 & 2016-1210 16.10.2017

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 1 (CONT)

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
29	Easement for Services variable width (A2)	563	Jemena Gas Networks (NSW) Ltd (ACN 003 004 322 Endeavour Energy
30	Restriction on the use of land	562,564-567 inclusive	Blacktown City Council
31	Right of Carriageway 4 wide & variable width (B1)	565	564
32	Restriction on the use of land	501-512 inclusive	Blacktown City Council
33	Restriction on the use of land	563	Blacktown City Council

PART 2

1. **Terms of Right of Carriageway 4.5 wide (B) numbered 2 and Terms of Right of Carriageway variable width (A3) numbered 31 in the plan**

Terms of Right of Carriageway 4.5 wide as per Schedule 8 of the Conveyancing Act 1919 as amended together with the following addition:
"Provided that the registered proprietors for the time being of the benefited lots and all persons authorised by him will:

a) not exceed a speed of 20 kph whilst driving a vehicle over the site of this easement.
b) not drive a vehicle with a traffic loading in excess of N(E.S.A) 5 x10(5) over the site of this easement
c) not park a vehicle or leave a vehicle standing or otherwise allow an obstruction to remain on the site of this easement.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

2. **Terms of positive covenant (C) numbered 3 in the plan:**

The proprietor of the lot hereby burdened will in respect of the right of carriageway within the benefited lots secondly 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 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 and any dispute is a civil matter to be resolved between the parties.

Name of Authority having the power to release, vary or modify the Positive Covenant thirdly referred to is: Blacktown City Council.

3. **Terms of easement for access and maintenance 1 wide (E) numbered 5 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.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 In DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

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

(a) cause as little inconvenience to the proprietor or occupier of the burdened lot
(b) cause as little damage as possible to the burdened lot and
(c) restore as nearly as is practicable the burdened lot to its former condition and

the proprietor of the burdened lot shall not erect any building or other structure of any kind on or over the site of the easement.

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 and any dispute is a civil matter to be resolved between the parties

Name of Authority having the power to release, vary or modify the Easement fifthly referred to is: Blacktown City Council.

4. Terms of easements for padmount substation 2.7 wide (F) numbered 6 in the plan:

The terms set out in Memorandum No.9262886 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Approved by
Judith Portelli
Name
on behalf of
Blacktown City Council
.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

5. **Terms of restriction on the use of land (G) numbered 7 in the plan:**

1. No building shall be erected or permitted to remain within the restriction site unless:
   - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
   - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.

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

2. The fire rating mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions

   - 3.1 **120/120/120 fire rating and 60/60/60 fire rating** mean 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.
   - 3.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls
   - 3.3 **erect** includes construct, install, build and maintain
   - 3.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

6. **Terms of restriction on the use of land (H) numbered 8 in the plan:**

   1. No swimming pool or spa shall be erected or permitted to remain within the restriction site
   2. Definitions
      - 2.1 **erect** includes construct, install, build and maintain
      - 2.2 **restriction site** means that part of the lot burdened subject to the restriction on the use of land.

7. **Terms of easement for underground cables 0.1 wide (I) numbered 9 in the plan:**

   The terms set out in Memorandum No.9262885 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

8. **Terms of easements for padmount substation 2.75 wide (J) numbered 10 in the plan:**

   The terms set out in Memorandum No.9262886 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of authority empowered to release vary, modify the easement for underground cables ninthly and fifteenthly referred to and the easements for padmount substation sixthly and tenthly referred to and the restrictions on use of land seventhly and eighthly referred to is: Endeavour Energy

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

9. Terms of restriction on the use of land (M) numbered 13 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will not, without the prior and express written consent of the Authority benefited:

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

2. Any boundary or internal fencing that crosses the overland flowpath is to be open mesh style within 500mm of finished ground level, with the mesh opening designed to provide a minimum 80% clear area. The underside of the fencing shall provide a minimum clear opening of 100mm to ground level

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

For the purposes of this restriction, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 on 10.5.15 and contained within the aforementioned Easement to Drain Water variable width and up to the full width of the overland flow extents in the peak 1 in 100 year ARI event.

A copy of this Construction Certificate is held on Council File CC-14-1565.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

10. Terms of positive covenant (N) numbered 14 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lot(s) that they will:
   a) Keep the overland flowpath clean and free from silt, rubbish and debris
   b) Maintain and repair at the sole expense of the registered proprietor(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner
   c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
   d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the 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(d) above.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

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

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

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

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

For the purposes of this restriction, "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 on 10 May 2015 and contained within the aforementioned Easement to Drain Water variable width and up to the full width of the overland flow extents in the peak 1 in 100 year ARI event.

A copy of this Construction Certificate is held on Council File CC-14-1565.

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

11. Terms of restriction on the use of land (O) numbered 15 in the plan

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

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

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

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 on 10.5.15 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

12. Terms of positive covenant (P) numbered 16 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the burdened lot(s) that they will:

   a) Keep the system clean and free from silt, rubbish and debris

   b) Maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Detention Maintenance Schedule" as prepared by Simon Kinsey on 12/5/2015, a copy of which is held on Council File No.DA13-2515. 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) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

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

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

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

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

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

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

Approved by

Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART2 (CONT)

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 dated 10 May 2015 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

13. Terms of restriction on the use of land numbered 17 in the plan:

The burdened lot shall not be used nor shall any part thereof be used as a means of vehicular or pedestrian access or route to or from any part of Richmond Road and no owner of such a lot shall pass or repass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or repass across the boundary between Richmond Road and the burdened lot without consent of the Council of the City of Blacktown (which consent may at any time be revoked by the said Council at its absolute discretion).

14. Terms of positive covenant (R) numbered 18 in the plan

Any acoustic wall shall be maintained, repaired and reinstated by the owner of the lot(s) burdened at all times, including the removal of any graffiti visible from a public place or road as soon as practical.

15. Terms of easement for underground cables 3 wide and variable (S) numbered 19 in the plan:

The terms set out in Memorandum No.9262885 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

16. Terms of restriction on the use of land (T) numbered 20 in the plan

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

1. Do any act, matter or thing which would prevent the device from operation in a safe and efficient manner.

2. Make or permit or suffer the making of any alternations or additions to the device

3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

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

For the purpose of this restriction "the device" means the CDS UNIT stormwater quality improvement devices constructed and/or installed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 on 10 May 2015, 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

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

.....

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

17. Terms of positive covenant (U) numbered 21 in the plan

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Stormwater Quality Improvement Device (hereinafter referred to as "the device") constructed and/or installed on the burdened lot(s), that they will:

   (a) Keep the device clean and free from silt, rubbish and debris.

   (b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" prepared by CDS Technologies on 30/10/2015, a copy of which is held on Council File No.13-2515. 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 after each programmed maintenance inspection.

   (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

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, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

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

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-66030 of 30/6/16

PART 2 (CONT)

For the purposes of this covenant "the device" means the CDS UNIT stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Blacktown City Council as Construction Certificate No.14-1565 on 10 May 2015 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.

18. Terms of positive covenant (V) numbered 22 in the plan

The registered proprietor of the lot(s) hereby burdened will maintain and restore in perpetuity at the sole expense of the registered proprietors the whole of the riparian corridor including creek, creek structures, fencing and riparian area under the bridge in accordance with the Vegetation Management Plan approved by Blacktown City Council and the NSW Office of Water relevant and applicable at the time.

19. Terms of restriction on the use of land numbered 23 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.

Approved by

Judith Portelli

Name

on behalf of

Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

20. **Terms of restriction on the use of land numbered 24 in the plan:**

Any future detached dwelling houses on lots of less than 450m2 shall be designed having regard to the built form controls of Part L (Colebee Release Area) Section 3.3 of Blacktown DCP2006 (Integrated Housing) or otherwise in accordance with the prevailing DCP at the time. Future detached dwelling houses on lots with an area of no less than 450m2 shall contain dwellings designed in accordance with the prevailing built form controls at the time.

Name of Authority having the power to release, vary or modify the Easement twelfthly referred to, the Positive Covenants fourteenthly, sixteenthly, eighteenthly, twenty-firstly and twenty-secondly referred to and the Restrictions on the use of land thirteenthly, fifteenthly, seventeenthly twentiethly, twenty-thirdly and twenty-fourthly is: Blacktown City Council.

21. **Terms of restriction on the use of land numbered 25 in the plan:**

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Legpro 20 Pty Ltd without the consent of Legpro 20 Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Legpro 20 Pty Ltd provided that this restriction shall remain in force only during such time Legpro 20 Pty Ltd are the Registered Proprietors of any land immediately adjoining the land burdened in the Plan and this covenant shall bind the adjoining owner of such land, successive owners and assigns of each lot burdened.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

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of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

22. Terms of restriction on the use of the land numbered 26 in the plan:

a) No fence shall be erected or permitted to remain on each of the lots burdened to divide it from any adjoining land other than it being constructed to a height of 1.8 metres of treated pine of lap and cap construction and

b) No fence shall be erected or permitted to remain on each lot burdened on or between the front public road alignment and the building line as fixed by the Council (provided that such distance shall not exceed seven (7) metres) unless such side boundary adjoins a corner lot; and

c) as to what constitutes a fence or dividing wall shall be determined by Legpro 20 Pty Ltd and their decision shall be final and binding on the Registered Proprietor of each lot burdened.

The restriction numbered 26 in the plan cannot be released varied or modified without the written consent of Legpro 20 Pty Ltd for such period as they are the Registered Proprietors of any land in the Plan; or

for the period of two (2) years from the date of registration of the Plan whichever is the earlier after which period this right reverts to the Registered Proprietor/s of the Lot/s Benefited.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

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Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

23. Terms of easement for gas main variable (W) numbered 27 in the plan:

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:
"Apparatus" means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto,
"Easement Site" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.
"Jemena " means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.
"Substances" means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:

a) a right of support of the Apparatus;

b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;

c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;

d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 29 of 31 sheets)

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.

4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.

EXECUTED ~~for and on behalf of~~ by JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322 ~~by its authorised representative:~~ in accordance with s127 of the Corporations Act 2001

Signature of Witness	*Signature of ~~Authorised Representative~~* Director
Full name of Witness	Paul Adams *Full name of ~~Authorised Representative~~* Director
Signature of Witness	*Signature of ~~Authorised Representative~~* Director
Full name of Witness	Joanne Pearson *Full name of ~~Authorised Representative~~* Director

Approved by

Judith Portelli

Name
on behalf of
Blacktown City Council

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1 in DP 1211538 covered by Subdivision Certificate No. 16-00030 of 30/6/16

PART 2 (CONT)

24. Terms of restriction on the use of the land numbered 30 in the plan:

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

25. Terms of restriction on the use of land numbered 32 in the plan:

The burdened lot shall not be used nor shall any part thereof be used as a means of vehicular or pedestrian access or route to or from any part of Alderton Drive and no owner of such a lot shall pass or repass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or repass across the boundary between Alderton Drive and the burdened lot without consent of the Council of the City of Blacktown (which consent may at any time be revoked by the said Council at its absolute discretion).

26. Terms of restriction on the use of land numbered 33 in the plan:

This lot is created for the sole purpose of containing service infrastructure benefiting the Estate in perpetuity.

Name of Authority having the power to release, vary or modify the Restriction on the use of land thirtiethly, thirty-secondly and thirty-thirdly referred to is: Blacktown City Council.

EXECUTED by
Legpro 20 Pty Ltd
(ACN: 162 571 977
~~in accordance with Section 127 of the Corporations Act 2001~~ by its attorney, Anthony Christopher Rumore pursuant to Power of Attorney Book 4671 No 454

.....
~~Director~~

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

.....
~~Secretary~~

A.C. RUMORE
~~Name of Secretary~~

.....
WITNESS

Jeffrey John Atkinson

Approved by
Judith Portelli
Name
on behalf of
Blacktown City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:

DP1200170

of Subdivision of Lot 1030 in DP 1191446 covered by Subdivision Certificate No. 16-00030 of 30/6/16

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book ~~4677~~ 4693 No ~~686~~ 329 in the presence of

.....
Signature of Witness

Deborah Pears
Name of Witness
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

.....
Signature of Attorney

Helen Smith
Name

Manager Property & Fleet
Position

30 November 2015.
Date of Execution

URS15633
Reference

Approved by

BLACKTOWN CITY COUNCIL
Name
on behalf of
Blacktown City Council
Judith Portelli
Manager Development Services

.....
Authorised Person

REGISTERED 11.08.2016

Form: 16LM
Release: 1
www.lpi.nsw.gov.au

MEMORANDUM

New South Wales
Section 80A Real Property Act 1900

9262885M

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODES
106G	LAWPOINT DX 885 SYDNEY PH: 239 4999 Reference: MT Eng- Wall - MM	LM MM

(B) **APPLICANT**

Integral Energy Australia

(C) The applicant requests the Registrar General to record this memorandum, comprising 2 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative

Name of signatory: Geoffrey K Riethmuller

Capacity of signatory (if applicable): Solicitor

Date: 19 December 2002

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

All handwriting must be in block capitals.

LAND AND PROPERTY INFORMATION NSW. CR

MEMORANDUM

ANNEXURE A

APPLICANT	Integral Energy Australia

Terms of Easement for Underground Cables

1 The authority benefited may:

1.1 install electrical equipment within the easement site,

1.2 excavate the easement site to install the electrical equipment.

1.3 use the electrical equipment for the transmission of electricity,

1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

3 The owner agrees that it will not:

3.1 install or permit to be installed any services or structure within the easement site, or

3.2 alter the surface level of the easement site, or

3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

5 5.1 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

5.2 **easement site** means that part of the lot burdened that is affected by this easement.

5.3 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.

5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

5.6 **services** includes overhead and underground telephone, communications, gas, water, sewage, and drainage services.

5.7 **structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Form: 16LM
Release: 1
www.lpi.nsw.gov.au

MEMORANDUM

New South Wales
Section 80A Real Property Act 190

9262886K

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODES
106G	LAWPOINT DX 885 SYDNEY PH: 230 4999 Reference: MP Eng - Will - MA	LM MM

(B) **APPLICANT**

Integral Energy Australia

(C) The applicant requests the Registrar General to record this memorandum, comprising 2 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative

Name of signatory: Geoffrey K Riethmuller

Capacity of signatory (if applicable): Solicitor

Date: 19 December 2002

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

MEMORANDUM

ANNEXURE A

APPLICANT | Integral Energy Australia

Terms of Easement for Padmount Substation
Terms of Easement for Electrical Substation
Terms of Easement for Switching Station

1 The authority benefited may:

1.1 install electrical equipment within the easement site,

1.2 excavate the easement site to install the electrical equipment.

1.3 use the electrical equipment for the transmission of electricity,

1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

3 The owner agrees that it will not:

3.1 install or permit to be installed any services or structure within the easement site, or

3.2 alter the surface level of the easement site, or

3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

5 5.1 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).

5.2 **easement site** means that part of the lot burdened that is affected by this easement.

5.3 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

5.6 **services** includes overhead and underground telephone, communications, gas, water, sewage, and drainage services.

5.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Req:R418786 /Doc:DL AJ599396 /Rev:15-Oct-2015 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:34 /Seq:1 of 2
Ref:37427692 /Src:M

Form: 01TG
Licence: 01-06-015
Licensee: Colin Biggers & Paisley
Release: 3.1

TRANSFER GRANTING EASEMEN

New South Wales
Real Property Act 1900

AJ599396X

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. PLAN ANNEXED FEE RAISED

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
Folio Identifier 60/1204537	Blacktown City Council

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
115F	LLPN: 123055 K COLIN BIGGERS & PAISLEY LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY: TEL: 8281 4555 Reference: ACR:121599	TG

RELODGED
28 AUG 2015
TIME: 3:43

(C) **TRANSFEROR**
LegPro 20 Pty Ltd ACN 162 571 977

(D) The transferor acknowledges receipt of the consideration of $1 and transfers and grants

(E) **DESCRIPTION OF EASEMENT**
Easement for batter 15 wide as shown in plan being Annexure ~~A~~ marked B) the terms of which Easement being as set out in Part 6 of Schedule 8 to the Conveyancing Act 1

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**
Blacktown City Council

DATE 03 / 06 / 2015
dd mm yyyy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: LegPro 20 Pty Ltd ACN 162 571 977
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: Stewart Nettleton
Office held: Director

Signature of authorised person:
Name of authorised person: Neil Owen Smith
Office held: Director

I certify I am an eligible witness and that the authorised officer of the transferee signed this dealing in my presence. [See note* below]

Signature of witness:
Name of witness: HARLEIGH MURPHY
Address of witness: C1- BLACKTOWN CITY COUNCIL
62 FLUSHCOMBE ROAD
BLACKTOWN NSW 2148

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: Judith Portelli
Authority of officer: Manager Development Services
Signing on behalf of: BLACKTOWN CITY COUNCIL

CT PAID

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
JUA1X9RXUQ

CT PAID 12.4E on 18/6/15 FOR TG x 2

1303

Req:R418786 /Doc:DL AJ599396 /Rev:15-Oct-2015 /Sts:SC.OK /Pgs:ALL /Prt:15-Oct-2018 14:34 /Seq:2 of 2
Ref:37427692 /Src:M

ANNEXURE 'A'

PLAN SHOWING PROPOSED EASEMENT FOR BATTER 15 WIDE OVER LOT 60 IN DP 1204537

SCALE 1 : 4000

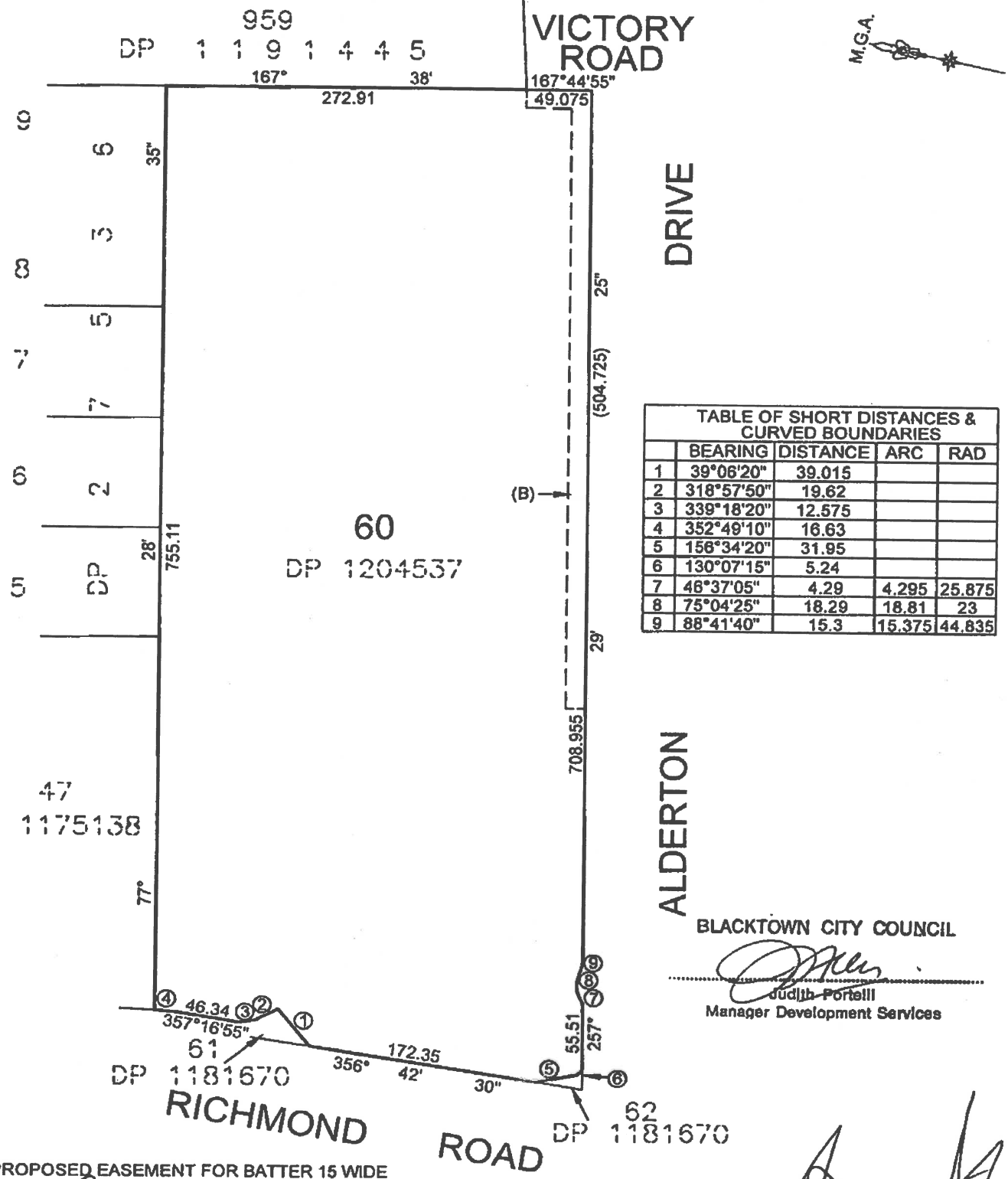


TABLE OF SHORT DISTANCES & CURVED BOUNDARIES				
	BEARING	DISTANCE	ARC	RAD
1	39°06'20"	39.015		
2	318°57'50"	19.62		
3	339°18'20"	12.575		
4	352°49'10"	16.63		
5	156°34'20"	31.95		
6	130°07'15"	5.24		
7	46°37'05"	4.29	4.295	25.875
8	75°04'25"	18.29	18.81	23
9	88°41'40"	15.3	15.375	44.835

BLACKTOWN CITY COUNCIL

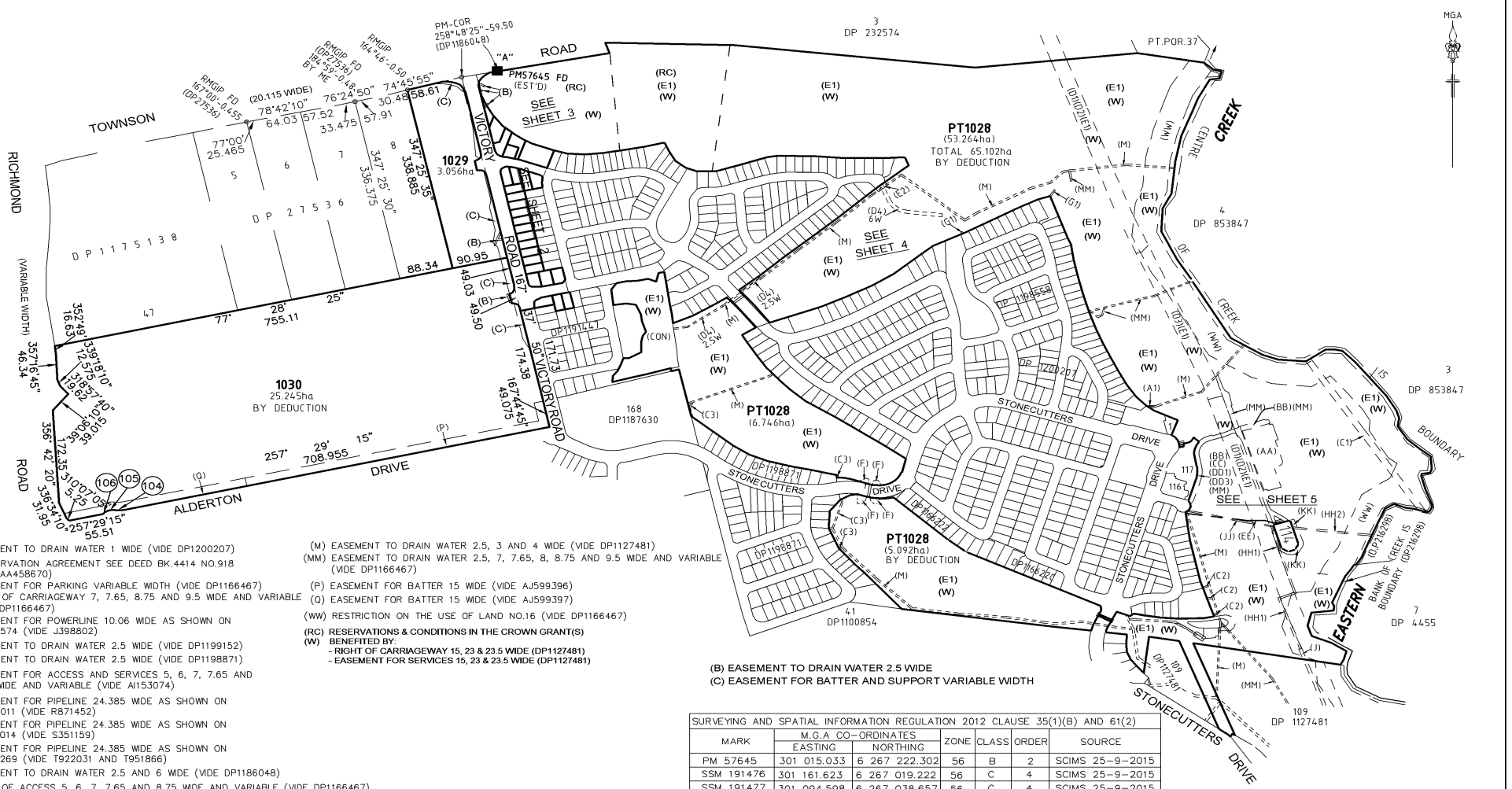
Judith Portelli
Manager Development Services

(B) PROPOSED EASEMENT FOR BATTER 15 WIDE

Registered Surveyor
34136 / E1

page 2 of 2.

Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:1 of 13
© Office of the Registrar-General /Src:INFOTRACK /Ref:1902754



SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) AND 61(2)

MARK	M.G.A CO-ORDINATES EASTING	M.G.A CO-ORDINATES NORTHING	ZONE	CLASS	ORDER	SOURCE
PM 57645	301 015.033	6 267 222.302	56	B	2	SCIMS 25-9-2015
SSM 191476	301 161.623	6 267 019.222	56	C	4	SCIMS 25-9-2015
SSM 191477	301 094.598	6 267 038.657	56	C	4	SCIMS 25-9-2015
SSM 191478	301 110.623	6 266 918.941	56	C	4	SCIMS 25-9-2015
SSM 191479	301 194.658	6 266 826.262	56	C	4	SCIMS 25-9-2015
SSM 186367	300 961.638	6 267 218.220	56	U	U	TRAVERSE
SSM 186372	300 997.248	6 267 051.293	56	U	U	TRAVERSE
SSM 186373	301 051.913	6 266 803.427	56	U	U	TRAVERSE

C.S.F. 1.000077

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
104	268°41'30"	15.3	15.375	44.835
105	255°04'15"	18.29	18.81	23.0
106	226°36'55"	4.29	4.295	25.875

Surveyor: CHRISTOPHER JOHN MOYCE
Date of Survey: 25-9-2015
Surveyor's Reference: 28800-40374DP2
FILE 2015M7100(1528)
PARTIAL SURVEY/ADDITIONAL SHHETS

PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No: 13374
Lengths are in metres. Reduction Ratio 1: 4500

Registered 11.1.2016

DP1191446

Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:2 of 13
© Office of the Registrar-General /Src:INFOTRACK /Ref:1902754

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	355°38'55"	9.615	9.645	35.2
2	31°13'25"	6.7	6.97	7.2
3	63°09'00"	3.695	3.695	25.2
4	260°24'00"	9.055	9.06	93.7
5	268°30'00"	17.405	17.43	93.7
6	303°05'35"	3.62	3.78	3.7
7	339°59'50"	5.365	5.385	20.2
8	353°06'10"	4.92	4.925	25.2
9	87°56'05"	5.625	5.635	26.5
10	94°59'05"	0.885	0.885	26.5
11	102°08'45"	15.555	15.585	72.0
12	108°49'50"	1.215	1.215	72.0
13	149°14'45"	6.42	6.97	5.0
14	180°43'45"	17.045	17.105	58.0
21	349°57'15"	4.705	4.705	58.0
26	340°57'40"	6.155	6.17	26.5
27	306°02'20"	8.52	8.875	9.0
28	274°22'50"	4.34	4.34	36.5
29	57°59'20"	4.25	4.255	26.5
30	29°13'00"	7.37	7.595	9.0
31	356°20'15"	11.05	11.095	36.5

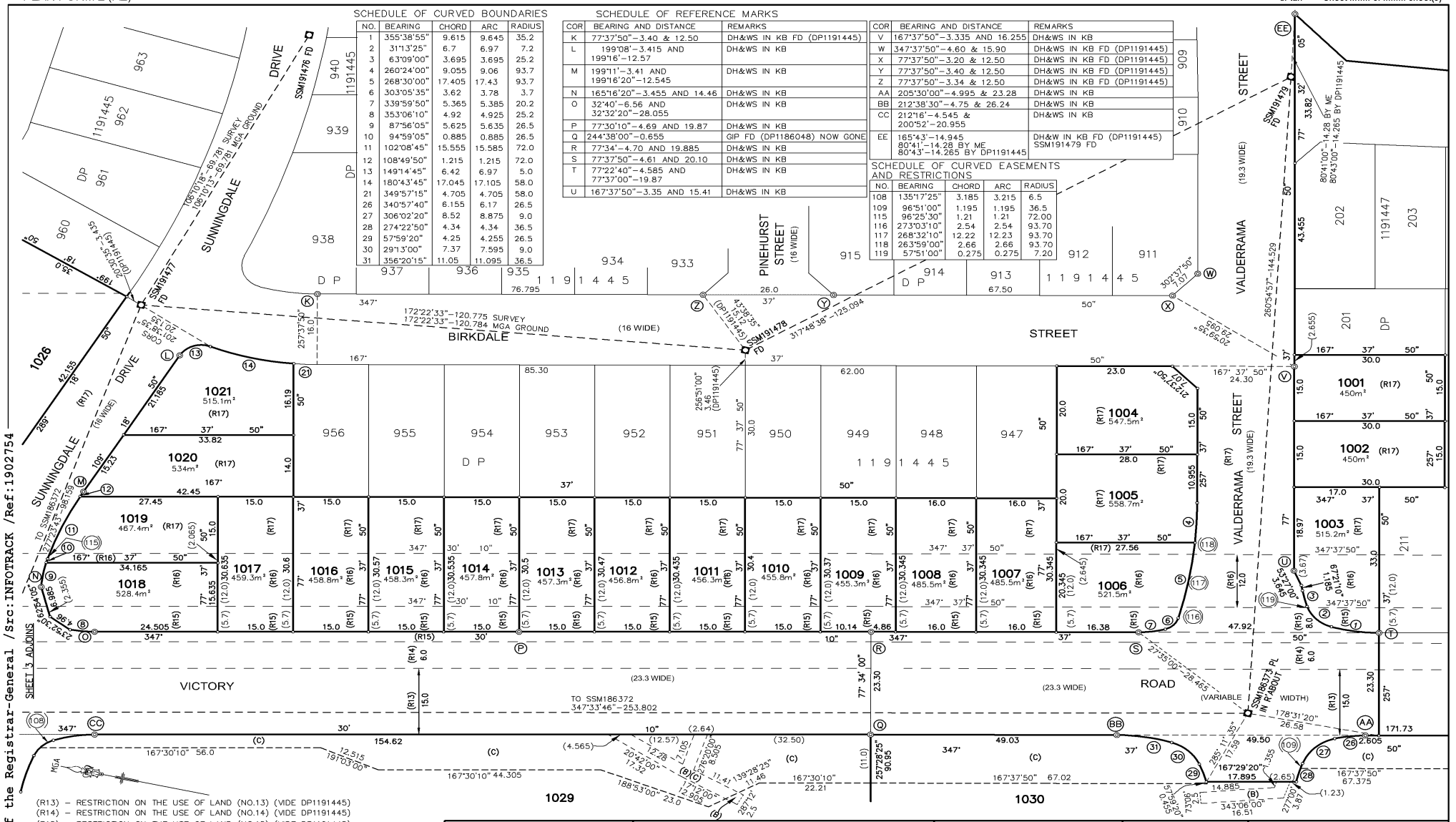
SCHEDULE OF REFERENCE MARKS

COR	BEARING AND DISTANCE	REMARKS
K	77°37'50"–3.40 & 12.50	DH&WS IN KB FD (DP1191445)
L	199°08'–3.415 AND 199°16'–12.57	DH&WS IN KB
M	199°11'–3.41 AND 199°16'20"–12.545	DH&WS IN KB
N	165°16'20"–3.455 AND 14.46	DH&WS IN KB
O	32°40'–6.56 AND 32°32'20"–28.055	DH&WS IN KB
P	77°30'10"–4.69 AND 19.87	DH&WS IN KB
Q	244°38'00"–0.655	GIP FD (DP1186048) NOW GONE
R	77°34'–4.70 AND 19.885	DH&WS IN KB
S	77°37'50"–4.61 AND 20.10	DH&WS IN KB
T	77°22'40"–4.585 AND 77°37'00"–19.87	DH&WS IN KB
U	167°37'50"–3.35 AND 15.41	DH&WS IN KB

COR	BEARING AND DISTANCE	REMARKS
V	167°37'50"–3.335 AND 16.255	DH&WS IN KB
W	347°37'50"–4.60 & 15.90	DH&WS IN KB FD (DP1191445)
X	77°37'50"–3.20 & 12.50	DH&WS IN KB FD (DP1191445)
Y	77°37'50"–3.40 & 12.50	DH&WS IN KB FD (DP1191445)
Z	77°37'50"–3.34 & 12.50	DH&WS IN KB FD (DP1191445)
AA	205°30'00"–4.995 & 23.28	DH&WS IN KB
BB	212°38'30"–4.75 & 26.24	DH&WS IN KB
CC	212°16'–4.545 & 200°52'–20.955	DH&WS IN KB
EE	165°43'–14.945 80°41'–14.28 BY ME 80°43'–14.265 BY DP1191445	DH&W IN KB FD (DP1191445) SSM191479 FD

SCHEDULE OF CURVED EASEMENTS AND RESTRICTIONS

NO.	BEARING	CHORD	ARC	RADIUS
108	135°17'25"	3.185	3.215	6.5
109	96°51'00"	1.195	1.195	36.5
115	96°25'30"	1.21	1.21	72.00
116	273°03'10"	2.54	2.54	93.70
117	268°32'10"	12.22	12.23	93.70
118	263°59'00"	2.66	2.66	93.70
119	57°51'00"	0.275	0.275	7.20



(R13) – RESTRICTION ON THE USE OF LAND (NO.13) (VIDE DP1191445)
(R14) – RESTRICTION ON THE USE OF LAND (NO.14) (VIDE DP1191445)
(R15) – RESTRICTION ON THE USE OF LAND (NO.15) (VIDE DP1191445)
(R16) – RESTRICTION ON THE USE OF LAND (NO.16) (VIDE DP1191445)
(R17) – RESTRICTION ON THE USE OF LAND (NO.17) (VIDE DP1191445)
(B) – EASEMENT TO DRAIN WATER 2.5 WIDE
(C) – EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH

Surveyor: CHRISTOPHER JOHN MOYCE Date of Survey: 25-9-2015 Surveyor's Reference: 28800-40374DP2 FILE 2015M7100(1528) PARTIAL SURVEY/ADDITIONAL SHHETS	PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: 13374 Lengths are in metres. Reduction Ratio 1:500	Registered 11.1.2016	DP1191446

Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:3 of 13
© Office of the Registrar-General /Src:INFOTRACK /Ref:1902754

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
8	353°06'10"	4.92	4.925	25.2
9	87°56'05"	5.625	5.635	26.5
10	94°59'05"	0.885	0.885	26.5
11	102°08'45"	15.555	15.585	72.0
12	108°49'50"	1.215	1.215	72.0
13	149°14'45"	6.42	6.97	5.0
14	180°43'45"	17.045	17.105	58.0
15	291°07'00"	5.41	5.415	35.2
16	311°07'05"	5.485	5.555	10.2
17	337°06'30"	9.095	9.145	25.2
18	279°44'30"	8.54	8.56	35.2
19	283°22'55"	2.515	2.515	88.0
20	286°45'25"	7.85	7.855	88.0
21	349°57'15"	4.705	4.705	58.0
22	330°23'45"	12.055	12.175	25.2
23	308°15'00"	1.50	1.51	5.2
24	282°36'30"	26.93	27.345	45.2
25	231°05'00"	21.97	22.535	41.5
32	338°28'55"	8.31	8.345	26.5
33	305°46'55"	5.22	5.37	6.5
34	275°19'15"	8.62	8.64	36.5
35	59°46'55"	8.595	8.615	36.5
36	29°15'25"	5.24	5.39	6.5
37	356°29'55"	8.285	8.32	26.5
42	231°05'00"	21.97	22.235	41.5

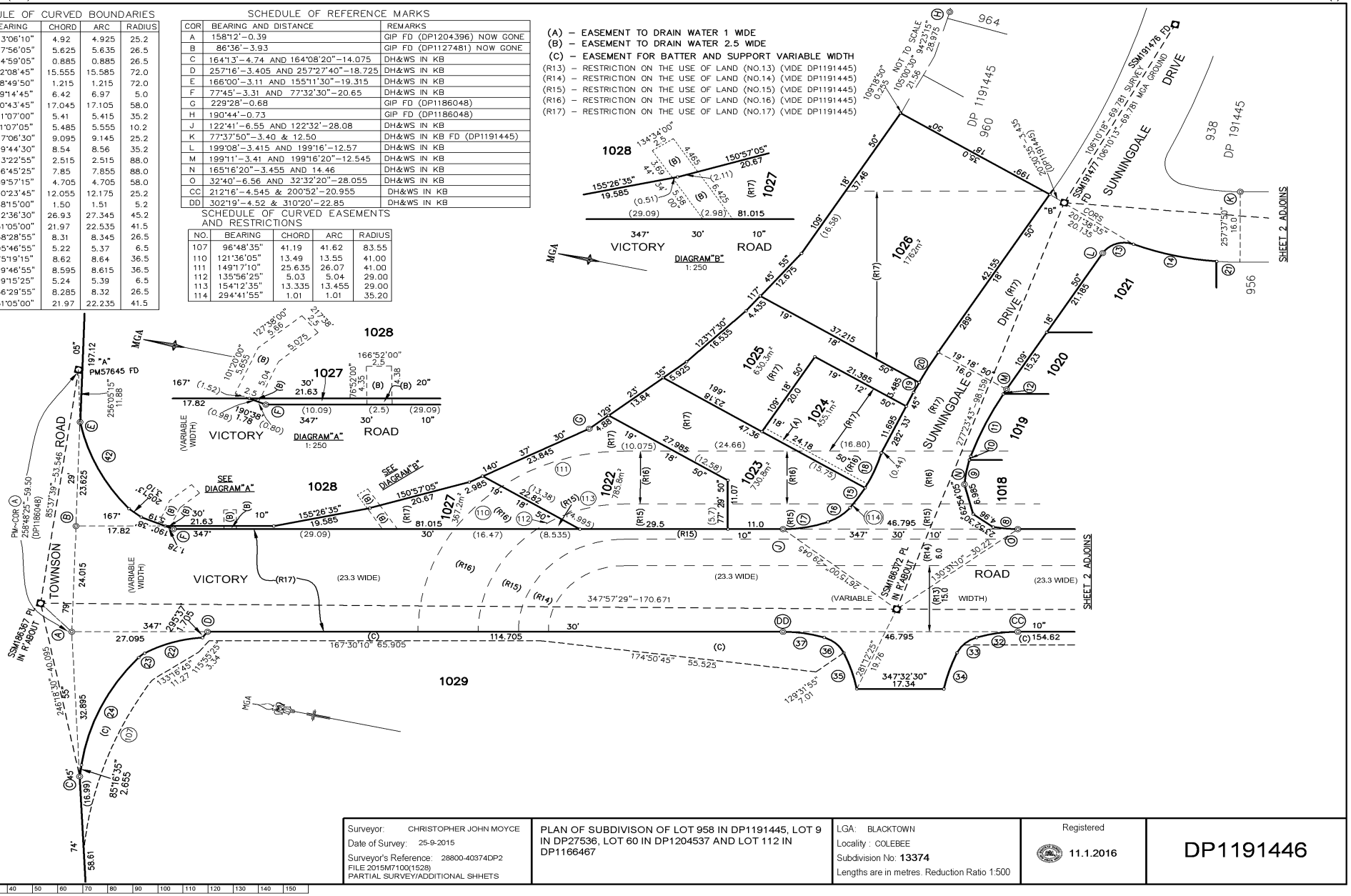
SCHEDULE OF REFERENCE MARKS

COR	BEARING AND DISTANCE	REMARKS
A	158°12'-0.39	GIP FD (DP1204396) NOW GONE
B	86°36'-3.93	GIP FD (DP1127481) NOW GONE
C	164°13'-4.74 AND 164°08'20"-14.075	DH&WS IN KB
D	257°16'-3.405 AND 257°27'40"-18.725	DH&WS IN KB
E	166°00'-3.11 AND 155°11'30"-19.315	DH&WS IN KB
F	77°45'-3.31 AND 77°32'30"-20.65	DH&WS IN KB
G	229°28'-0.68	GIP FD (DP1186048)
H	190°44'-0.73	GIP FD (DP1186048)
J	122°41'-6.55 AND 122°32'-28.08	DH&WS IN KB
K	77°37'50"-3.40 & 12.50	DH&WS IN KB FD (DP1191445)
L	199°08'-3.415 AND 199°16'-12.57	DH&WS IN KB
M	199°11'-3.41 AND 199°16'20"-12.545	DH&WS IN KB
N	165°16'20"-3.455 AND 14.46	DH&WS IN KB
O	32°40'-6.56 AND 32°32'20"-28.055	DH&WS IN KB
CC	212°16'-4.545 & 200°52'-20.955	DH&WS IN KB
DD	302°19'-4.52 & 310°20'-22.85	DH&WS IN KB

SCHEDULE OF CURVED EASEMENTS AND RESTRICTIONS

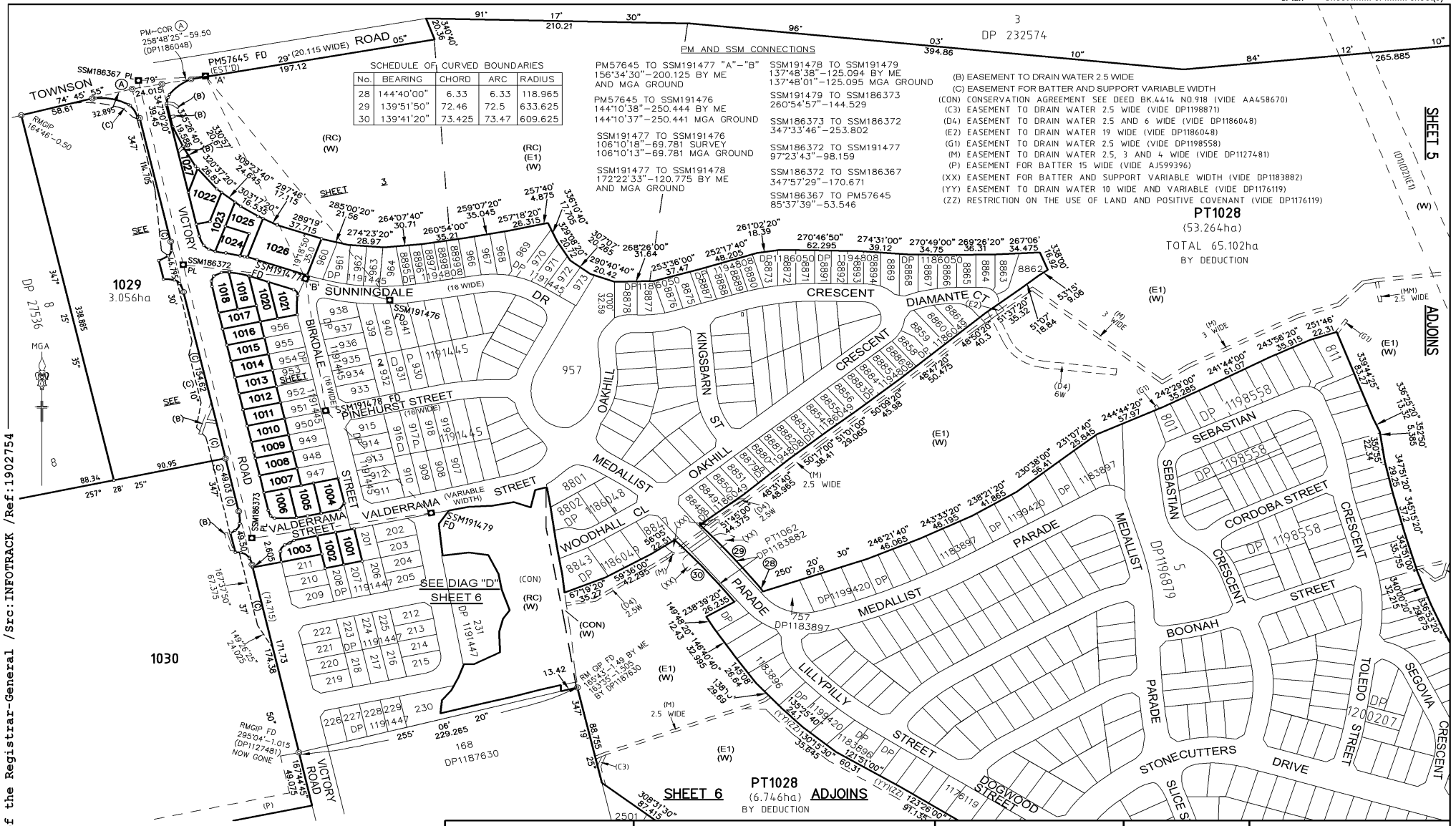
NO.	BEARING	CHORD	ARC	RADIUS
107	96°48'35"	41.19	41.62	83.55
110	121°36'05"	13.49	13.55	41.00
111	149°17'10"	25.635	26.07	41.00
112	135°56'25"	5.03	5.04	29.00
113	154°12'35"	13.335	13.455	29.00
114	294°41'55"	1.01	1.01	35.20

(A) – EASEMENT TO DRAIN WATER 1 WIDE
(B) – EASEMENT TO DRAIN WATER 2.5 WIDE
(C) – EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH
(R13) – RESTRICTION ON THE USE OF LAND (NO.13) (VIDE DP1191445)
(R14) – RESTRICTION ON THE USE OF LAND (NO.14) (VIDE DP1191445)
(R15) – RESTRICTION ON THE USE OF LAND (NO.15) (VIDE DP1191445)
(R16) – RESTRICTION ON THE USE OF LAND (NO.16) (VIDE DP1191445)
(R17) – RESTRICTION ON THE USE OF LAND (NO.17) (VIDE DP1191445)



Surveyor: CHRISTOPHER JOHN MOYCE Date of Survey: 25-9-2015 Surveyor's Reference: 28800-40374DP2 FILE 2015M7100(1528) PARTIAL SURVEY/ADDITIONAL SHHETS	PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: 13374 Lengths are in metres. Reduction Ratio 1:500	Registered 11.1.2016	DP1191446

PLAN FORM 2 (A2) DP1191446 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet ...4... of ...6... sheet(s)

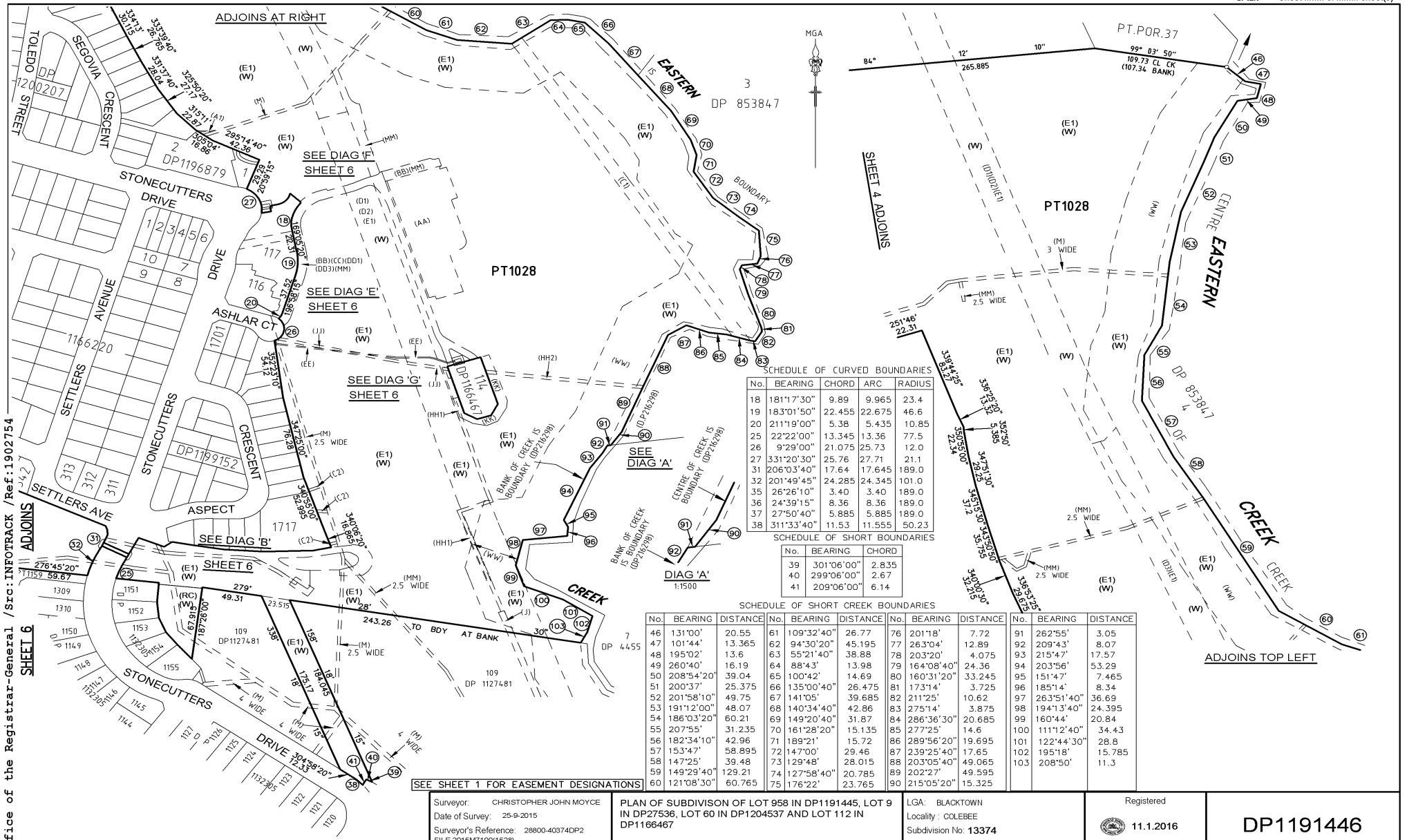


(RC) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
(W) BENEFITED BY:
- RIGHT OF CARRIAGEWAY 15, 23 AND 23.5 WIDE (DP1127481)
- EASEMENT FOR SERVICES 15, 23 AND 23.5 WIDE (DP1127481)

Surveyor: CHRISTOPHER JOHN MOYCE Date of Survey: 25-9-2015 Surveyor's Reference: 28800-40374DP2 FILE 2015M7100(1528) PARTIAL SURVEY/ADDITIONAL SHHETS	PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: 13374 Lengths are in metres. Reduction Ratio 1: 3000	Registered 11.1.2016	DP1191446

Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:4 of 13
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Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:5 of 13
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SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
18	181°17'30"	9.89	9.965	23.4
19	183°01'50"	22.455	22.675	46.6
20	211°19'00"	5.38	5.435	10.85
25	22°22'00"	13.345	13.36	77.5
26	9°29'00"	21.075	25.73	12.0
27	331°20'30"	25.76	27.71	21.1
31	206°03'40"	17.64	17.645	189.0
32	201°49'45"	24.285	24.345	101.0
35	26°26'10"	3.40	3.40	189.0
36	24°39'15"	8.36	8.36	189.0
37	27°50'40"	5.885	5.885	189.0
38	311°33'40"	11.53	11.555	50.23

SCHEDULE OF SHORT BOUNDARIES

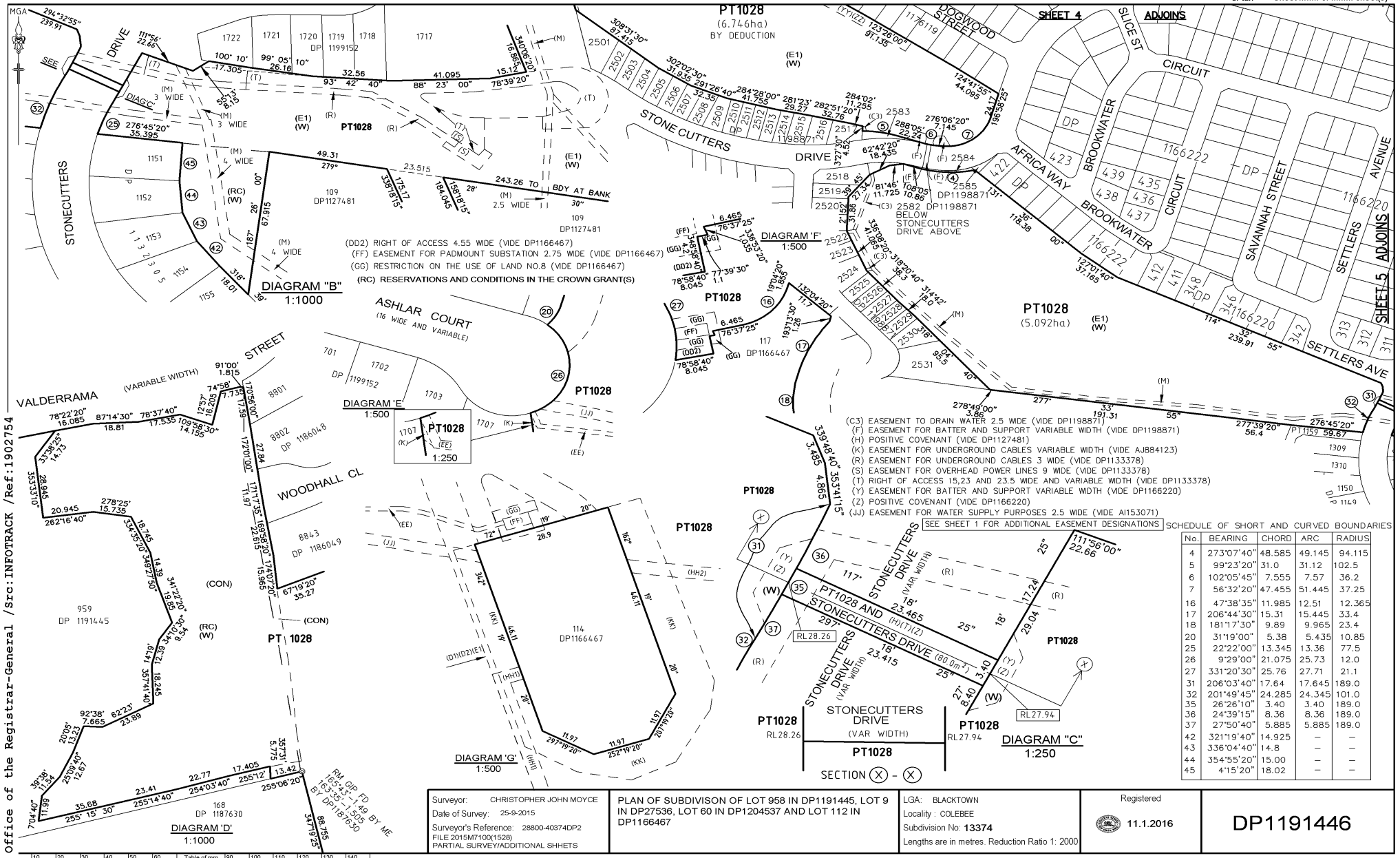
No.	BEARING	CHORD
39	301°06'00"	2.835
40	299°06'00"	2.67
41	209°06'00"	6.14

SCHEDULE OF SHORT CREEK BOUNDARIES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
46	131°00'	20.55	61	109°32'40"	26.77	76	201°18'	7.72	91	262°55'	3.05			
47	101°44'	13.365	62	94°30'20"	45.195	77	263°04'	12.89	92	209°43'	8.07			
48	195°02'	13.6	63	55°21'40"	38.88	78	203°20'	4.075	93	215°47'	17.57			
49	260°40'	16.19	64	88°43'	13.98	79	164°08'40"	24.36	94	203°56'	53.29			
50	208°54'20"	39.04	65	100°42'	14.69	80	160°31'20"	33.245	95	151°47'	7.465			
51	200°37'	25.375	66	135°00'40"	26.475	81	173°14'	3.725	96	185°14'	8.34			
52	201°58'10"	49.75	67	141°05'	39.685	82	211°25'	10.62	97	263°51'40"	36.69			
53	191°12'00"	48.07	68	140°34'40"	42.86	83	275°14'	3.875	98	194°13'40"	24.395			
54	186°03'20"	60.21	69	149°20'40"	31.87	84	286°36'30"	20.685	99	160°44'	20.84			
55	207°55'	31.235	70	161°28'20"	15.135	85	277°25'	14.6	100	111°12'40"	34.43			
56	182°34'10"	42.96	71	189°21'	15.72	86	289°56'20"	19.695	101	122°44'30"	28.8			
57	153°47'	58.895	72	147°00'	29.46	87	239°25'40"	17.65	102	195°18'	15.785			
58	147°25'	39.48	73	129°48'	28.015	88	203°05'40"	49.065	103	208°50'	11.3			
59	149°29'40"	129.21	74	127°58'40"	20.785	89	202°27'	49.595						
60	121°08'30"	60.765	75	176°22'	23.765	90	215°05'20"	15.325						

Surveyor: CHRISTOPHER JOHN MOYCE Date of Survey: 25-9-2015 Surveyor's Reference: 28800-40374DP2 FILE 2015M7100(1528) PARTIAL SURVEY/ADDITIONAL SHHETS	PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: 13374 Lengths are in metres. Reduction Ratio 1: 2000	Registered 11.1.2016	DP1191446

PLAN FORM 2 (A2) DP1191446 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet ...6... of ...6... sheet(s)



SCHEDULE OF SHORT AND CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	273°07'40"	48.585	49.145	94.115
5	99°23'20"	31.0	31.12	102.5
6	102°05'45"	7.555	7.57	36.2
7	56°32'20"	47.455	51.445	37.25
16	47°38'35"	11.985	12.51	12.365
17	206°44'30"	15.31	15.445	33.4
18	181°17'30"	9.89	9.965	23.4
20	31°19'00"	5.38	5.435	10.85
25	22°22'00"	13.345	13.36	77.5
26	9°29'00"	21.075	25.73	12.0
27	331°20'30"	25.76	27.71	21.1
31	206°03'40"	17.64	17.645	189.0
32	201°49'45"	24.285	24.345	101.0
35	26°26'10"	3.40	3.40	189.0
36	24°39'15"	8.36	8.36	189.0
37	27°50'40"	5.885	5.885	189.0
42	321°19'40"	14.925	–	–
43	336°04'40"	14.8	–	–
44	354°55'20"	15.00	–	–
45	4°15'20"	18.02	–	–

Surveyor: CHRISTOPHER JOHN MOYCE Date of Survey: 25-9-2015 Surveyor's Reference: 28800-40374DP2 FILE 2015M7100(1528) PARTIAL SURVEY/ADDITIONAL SHHETS	PLAN OF SUBDIVISON OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467	LGA: BLACKTOWN Locality : COLEBEE Subdivision No: 13374 Lengths are in metres. Reduction Ratio 1: 2000	Registered 11.1.2016	DP1191446

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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.1.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1191446

PLAN OF SUBDIVISION OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467

LGA: BLACKTOWN

Locality: COLEBEE

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) In approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Judith Portelli

*Authorised Person/~~*General Manager~~/~~*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 13 NOVEMBER 2015

Subdivision Certificate number: 13374

File number: DA-13-2253

*Strike through if inapplicable.

Survey Certificate

I, CHRISTOPHER JOHN MOYCE

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*~~(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 21/7/2015~~

*(b) The part of the land shown in the plan (*being/*excluding Lots 1028 and 1030) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 25/9/2015 the part not surveyed was compiled in accordance with that Regulation.

*~~(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: C Moyce Dated: 25/9/2015

Surveyor ID: 1671

Datum Line: "A" – " B"

Type: *Urban/*Rural

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:

-THE EXTENSION OF VICTORY ROAD 23.3 WIDE AND VARIABLE SUBJECT TO THE RESTRICTIONS ON USE OF LAND NUMBERED 13 TO 17 INCLUSIVE CREATED BY DP1191445.

-THE EXTENSION OF SUNNINGDALE DRIVE 16 WIDE AND VARIABLE SUBJECT TO THE RESTRICTIONS ON USE OF LAND NUMBERED 15, 16 AND 17 CREATED BY DP1191445.

- THE EXTENSION OF VALDERRAMA STREET 19.3 WIDE AND VARIABLE SUBJECT TO THE RESTRICTIONS ON USE OF LAND NUMBERED 15, 16 AND 17 CREATED BY DP1191445.

Plans used in the preparation of survey/~~compilation~~.

DP27536

DP1166467

DP1191445

DP1204537

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 28800-40374DP2

File 2015M7100 (1528) Partial Survey/Additional Sheets

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DP1191446

PLAN OF SUBDIVISION OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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: 13374

Date of Endorsement: 13/11/15

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

1. EASEMENT TO DRAIN WATER 1 WIDE (A)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (B)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH (C)

SCHEDULE OF STREET ADDRESSES

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1001	19	VALDERRAMA	STREET	COLEBEE
1002	21	VALDERRAMA	STREET	COLEBEE
1003	23	VALDERRAMA	STREET	COLEBEE
1004	18	VALDERRAMA	STREET	COLEBEE
1005	20	VALDERRAMA	STREET	COLEBEE
1006	22	VALDERRAMA	STREET	COLEBEE
1007	30	VICTORY	ROAD	COLEBEE
1008	32	VICTORY	ROAD	COLEBEE
1009	34	VICTORY	ROAD	COLEBEE
1010	36	VICTORY	ROAD	COLEBEE
1011	38	VICTORY	ROAD	COLEBEE
1012	40	VICTORY	ROAD	COLEBEE
1013	42	VICTORY	ROAD	COLEBEE
1014	44	VICTORY	ROAD	COLEBEE
1015	46	VICTORY	ROAD	COLEBEE
1016	48	VICTORY	ROAD	COLEBEE
1017	50	VICTORY	ROAD	COLEBEE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

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Subdivision Certificate number: 13374

Date of Endorsement: 13/11/15

SCHEDULE OF STREET ADDRESSES (CONTINUED)

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1018	43	SUNNINGDALE	DRIVE	COLEBEE
1019	41	SUNNINGDALE	DRIVE	COLEBEE
1020	39	SUNNINGDALE	DRIVE	COLEBEE
1021	37	SUNNINGDALE	DRIVE	COLEBEE
1022	56	VICTORY	ROAD	COLEBEE
1023	54	VICTORY	ROAD	COLEBEE
1024	68	SUNNINGDALE	DRIVE	COLEBEE
1025	66	SUNNINGDALE	DRIVE	COLEBEE
1026	NOT AVAILABLE			COLEBEE
1027	NOT AVAILABLE			COLEBEE
1028	86	STONECUTTERS	DRIVE	COLEBEE
1029	68	TOWNSON	ROAD	MARSDEN PARK
1030	1	RICHMOND	ROAD	MARSDEN PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

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Subdivision Certificate number: 13374

Date of Endorsement: 13/11/15

EXECUTED by
GENETIVE PTY LIMITED)
ACN 099 692 985)
in accordance with Section 127)
of the Corporations Act)

..... Susan Boulous .....
Signature of Director Signature of Director/secretary
Sole director and sole secretary

..... Susan Boulous
NAME (please print) NAME (please print)

Execution by Mortgagee of Lot 9 in DP27536

Certified that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....
Name of witness: JEFFREY WAYNE RYAN
Address of witness: 15 BILL MARSHALL DRIVE ORANGE NSW 2800

Certified correct for the purpose of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified

Signature of attorney: .....
Attorney's name: MARGARET JANE THOMAS
Attorney's position: ANALYST
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

Power of attorney - Book: 4548
- No: 494

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

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DEPOSITED PLAN ADMINISTRATION SHEET

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DP1191446

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- 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: 13374

Date of Endorsement: 13/11/15

EXECUTED by
LEGPRO 20 PTY LTD)
ACN 162 571 977)
in accordance with Section 127)
of the Corporations Act)

Signature of Director

Signature of Director/secretary

NEIL SMITH
NAME (please print)

STEWART NETTLETON
NAME (please print)

Execution by Mortgagee of Lot 60 in DP1204537

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 10th November 2009
and registered in New South Wales
~~Book 4376 Folio 410 by~~
Book 4376 Folio 410 by

JASON FINLAYSON
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.

Signature of Attorney
in the presence of

Signature of Witness

SHENG GAN
Print name of Witness
10/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

Christopher Moyce - Registered Surveyor
CM Book and Folio number clear by phone) 8-12-2015

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

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DP1191446

PLAN OF SUBDIVISION OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467

Subdivision Certificate number: 13374

Date of Endorsement: 13/11/15

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by
STONECUTTERS RIDGE GOLF CLUB LIMITED
ACN 000 065 190
in accordance with Section 127
of the Corporations Act

.....	.....
Signature of Director	Signature of Director/secretary
Harold Williamson	Craig Scott
NAME (please print)	NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

Req:R157074 /Doc:DP 1191446 P /Rev:12-Jan-2016 /NSW LRS /Pgs:ALL /Prt:25-Oct-2019 15:02 /Seq:13 of 13
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.1.2016

Office Use Only

DP1191446

PLAN OF SUBDIVISION OF LOT 958 IN DP1191445, LOT 9 IN DP27536, LOT 60 IN DP1204537 AND LOT 112 IN DP1166467

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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: 13374

Date of Endorsement: 13/11/15

EXECUTED by **Medallist Golf Holdings Pty Limited ACN 091 026 818 Atf Medallist Schofields Trust** by being SIGNED SEALED AND DELIVERED in New South Wales by its attorneys ...MATTHEW BANKS... and.....PUNEET RAI..... under Power of Attorney dated 24 November 2014 and Registered Book 4678 No. 378 who declare that the office in the company indicated under and that no notice of revocation of the said Power of Attorney in the presence of:

.....

Witness
Full Name: Jacqueline Bowie
C/O LEVEL 7, 50 MARTIN PL
.....SYDNEY NSW 2000.....
Address

.....

.....

For and on behalf of MACQUARIE BANK LIMITED by its Attorney under Power of Attorney dated 24 November 2014, Registered Book 4678 No. 379

.....

Witness
Full Name: Jacqueline Bowie
C/O LEVEL 7, 50 MARTIN PL
.....SYDNEY NSW 2000.....
Address

.....
Attorney: MATTHEW BANKS

.....
Attorney: PUNEET RAI

If space is insufficient use additional annexure sheet

Surveyor's Reference: 28800-40374DP2 File 2015M7100 (1528) Partial Survey/Additional Sheets

ePlan

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 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Full name and address of the owners of the Land being Lot 958 in DP1191445

Medallist Golf Holdings Pty Limited
ACN 091 026 818
atf Medallist Schofields Trust
Level 7, 50 Martin Place
Sydney NSW 2000

Full name and address of the owners of the Land being Lot 112 in DP1166467

Stonecutters Ridge Golf Club Limited
ACN 000 065 190
86 Stonecutters Drive
Colebee NSW 2761

Full name and address of the owner of the Land being Lot 9 in DP27536

Genetive Pty Limited
ACN 099 692 985
PO Box 770
Drummoyne NSW 1470

Full name and address of the owner of the Land being Lot 60 in DP1204537

Legpro 20 Pty Ltd
ACN 162 571 977
C/- Legacy Property
Level 8, 9-13 Young Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	Easement to Drain Water 1 Wide (A)	1024	1025
2.	Easement to Drain Water 2.5 Wide (B)	1027, 1028, 1029 and 1030	Blacktown City Council
3.	Restriction on the Use of Land	1001 to 1025 inclusive	Blacktown City Council

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 2 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 1 (Creation) (Cont.)

Number of item shown in the intention panel on the plan.	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:
4.	Restriction on the Use of Land	1001 to 1025 inclusive	Lot 1159 in DP1132305
5.	Restriction on the Use of Land	1001 to 1025 inclusive	Lot 1159 in DP1132305
6.	Restriction on the Use of Land	1001 to 1025 inclusive	Lot 1159 in DP1132305
7.	Restriction on the Use of Land	1001 to 1025 inclusive	Blacktown City Council
8.	Restriction on the Use of Land	1026	Blacktown City Council
9.	Easement for Batter and Support Variable Width (C)	1029 and 1030	Blacktown City Council

Part 2 (Terms)

1. Name of authority empowered to release, vary or modify the Easement to Drain Water 1 wide (A) numbered 1 in the plan.

   Blacktown City Council

2. Name of authority empowered to release, vary or modify the Easement to Drain Water 2.5 wide (B) numbered 2 in the plan.

   Blacktown City Council

3. Terms of Restriction on the Use of Land numbered 3 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.

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 3 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 2 (Terms) (cont'd)

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 3 in the plan.

Blacktown City Council

4. Terms of Restriction on the Use of Land numbered 4 in the plan.

No residential dwellings and outbuildings are to be constructed upon the lots hereby burdened unless they are first approved by Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) as trustee for the Medallist Schofields Trust (ABN 59 838 162 380) or its authorised nominee prior to submitting a Development Application to Blacktown City Council.

Name of persons empowered to release, vary or modify the Restriction on the Use of Land numbered 4 in the plan.

Medallist Golf Holdings Pty Limited

5. Terms of Restrictions on Use of Land numbered 5 in the plan.

5.1 In these restrictions numbered 5 referred to in the abovementioned plan, the following expressions have the meaning attributed to them in this restriction:

Dwelling means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

Living Area means in respect of each Dwelling erected on the lot burdened all that floor area or those floor areas on each and every level of the Dwelling as is or are bounded by and comprised within the external faces of the external walls of the Dwelling. However, in the situation where any external wall of any Dwelling is a common wall with another Dwelling, the middle of any such common wall will be taken to be external face. 'Living Area' includes the area of garaging, however excludes the floor area of any covered patio, terrace or verandah.

Minimum Living Area means a minimum floor area of 180m2

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 4 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 2 (Terms) (cont'd)

5.2 No Dwelling may be erected or permitted to remain on the lot burdened unless the Living Area of the Dwelling is equal to or greater than the Minimum Building Area.

Name of persons empowered to release, vary or modify the Restriction on the Use of Land numbered 5 in the plan.

Medallist Golf Holdings Pty Limited

6. Terms of Restriction on the Use of Land numbered 6 in the plan.

6.1 In these restrictions numbered 6 referred to in the abovementioned plan, the following expressions have the meaning attributed to them in this restriction:

Council means Blacktown City Council.

Dwelling means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

Developer means Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) as trustee for the Medallist Schofields Trust (ABN 59 838 162 380) or its authorised nominee.

Development means the whole of the land intended to be subdivided as part of the residential development known as "Stonecutters Ridge" being the whole of the land contained in Lots 104 to 109 inclusive in DP1127481.

Vendor means Medallist Golf Holdings Pty Limited (ABN 14 091 026 818) as Trustee for the Medallist Schofields Trust (ABN 14 091 026 818).

Living Area means in respect of each Dwelling erected on the lot burdened all that floor area or those floor areas on each and every level of the Dwelling as is or are bounded by and comprised within the external faces of the external walls of the Dwelling. However, in the situation where any external wall of any Dwelling is a common wall with another Dwelling, the middle of any such common wall will be taken to be external face. 'Living Area' however excludes the floor area of any covered patio, terrace or verandah and/or any garage.

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 5 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374 Dated 13/11/15

Part 2 (Terms) (cont'd)

Prohibited Area means:

(a) in the case of a lot which faces only one public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts, but does not include any area which is not visible from any public road or place; and

(b) in the case of a lot which faces more than one public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road, but does not include any area which is not visible from any public road or place.

Prohibited Item means any plant, machinery and/or other equipment, including but not limited to any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof, but does not include any motor car, motor station wagon or utility that is properly registered for use on a public road.

Stonecutters Ridge Design Guidelines means the Stonecutters Ridge Design Guidelines published by the developer from time to time and available upon request from:

Medallist Golf Holdings Pty Limited
Level 7
50 Martin Place
Sydney 2000

6.2 Whilst any of the vendors owns any lot or part of a lot within the Development and for a period of three years thereafter no Dwelling may be erected or commenced nor permitted to remain on any lot burdened unless:

a. The Dwelling to be erected, external materials, colours and finishes of the dwelling and landscaping have been designed in accordance with the Stonecutters Ridge Design Guidelines, and

b. The plans, elevations and a schedule of external materials, colours and finishes, including roofing materials, have been submitted to and approved in writing in accordance with the Stonecutters Ridge Design Guidelines. Approval must be obtained before application is made to Council or any other relevant authority.

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 6 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 2 (Terms)(cont'd)

6.3 No Dwelling erected on the lot burdened may be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first obtained from the developer.

6.4 Not more than one Dwelling may be erected on each lot burdened. No other building may be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Stonecutters Ridge Design Guidelines.

6.5 Without limiting the generality of the Stonecutters Ridge Design Guidelines, all of the following constructed or placed on the lot burdened must comply with the Stonecutters Ridge Design Guidelines:
Dwellings, garages, driveways, fences, retaining walls, letter boxes, landscaping and all structures ancillary to a dwelling or other building on the lot burdened, such as antennas, clothes lines, air conditioners, outbuildings and the like.

6.6 No building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes without the prior written consent of the Developer.

6.7 No Prohibited Item is permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding 14 consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven consecutive days is deemed to have remained on the lot burdened for the period during which it was removed.

6.8 No structure of a temporary character or nature which is intended for habitation, including, but not limited to, any basement, tent, shed, shack, garage, trailer, campervan or caravan, may be erected or permitted to remain on the lot burdened.

6.9 No earth, stone, gravel or trees can be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the lot and no lot may appear or remain in an excavated or quarried state.

6.10 No fuel storage tanks (except any such tanks used for oil heating purpose) may be placed upon or permitted to remain on any lot burdened.

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 7 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 2 (Terms)(cont'd)

6.11 No advertisement hoarding sign or matter of any description may be erected or displayed on any lot burdened without the prior written consent of the Developer. Nothing in this restriction prevents the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the Dwelling on the relevant lot burdened is for sale if:

a. any such sign does not exceed 900mm in width and 900mm in height; and
b. any such sign is painted and/or decorated in its entirety by a professional signwriter.

6.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding three tonnes may be parked or permitted to remain on any lot burdened unless it is used in connection with the erection of a Dwelling on the relevant lot burdened.

6.13 No Dwelling or other building may be constructed on the lot burdened unless:

a. the lot burdened is maintained in as clean and tidy a condition as is practicable having regard to the nature of the construction being carried out; and
b. all rubbish or refuse generated by such construction work is collected and removed from the lot burdened not less than once every four weeks.

6.14 Any approval required to be given under this restriction will be deemed to have been given by the developer in respect of any Dwelling, building or other activity the construction or conduct of which (as applicable) did or does commence after the date which is three years after the developer ceases to own any lot in the development.

Name of persons empowered to release, vary or modify the Restriction on the Use of Land numbered 6 in the plan.

Medallist Golf Holdings Pty Limited

7. Terms of Restriction on the Use of Land numbered 7 in the plan.

No dwelling house or other structure shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the Salinity Assessment prepared by Geotech Testing Pty Ltd, (Job No. 7658/56 Ref 7658/56-AA dated 7 October 2015).

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 8 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374 Dated 13/11/15

Part 2 (Terms)(cont'd)

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 7 in the plan.

Blacktown City Council

8. Terms of Restriction on the Use of Land numbered 8 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 and the provision of lot fill.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 8 in the plan.

Blacktown City Council

9. Terms of Easement for Batter and Support variable width (C) numbered 9 in the plan

Easement for support of the soil in any future Public Road (hereinafter referred to as road) as weighted with any improvements which the Council of the City of Blacktown in the case of such road may from time to time see fit to erect or allow to be erected thereon or which may be erected thereon under any statutory authority with full and free power, liberty, licence and authority from time to time and at all times hereafter to the said Council and to every person authorised by it to enter upon go return pass and repass through along and over the burdened lot with officers and /or servants and/or workmen of the said Council or of any such person authorised by it as aforesaid and with or without vehicles and to use the burdened lot for the purpose of placing thereon all such earth soil cement clay sand stones and rock and other materials as shall be necessary or desirable for the purpose of constructing reconstructing altering maintaining and repairing on the burdened lot a batter to serve as a support for the surface subsoil and undersurface of the said road benefited by this easement including all improvements thereon and do all such other incidental acts and things as may be necessary in the premises to enable the aforesaid purposes to be carried out and for all or any of the said purposes to pull down and re-erect any fences or other posts on the burdened lot and the burdened lot shall not be used or be permitted to be used in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for the said road benefited as aforesaid or which may injure or damage the said batter or in any way impair its efficiency and if the proprietor for the time being of the burdened lot should do or suffer to be done any act or

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 9 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 in DP1166467 covered by Council's Subdivision Certificate No. 13374
Dated 13/11/15

Part 2 (Terms)(cont'd)

thing which may in any way injure damage or impair the said batter he shall be liable at his own expense to properly and substantially repair and make good all such injury and damage. Where herein used, words importing the singular number or plural number shall include the plural and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

For the purpose of this easement, future Public Road refers to any road that may be constructed and dedicated as a Public Road now or at any time after the date of registration of this easement.

Name of Authority empowered to release, vary or modify the Easement for Batter and Support Variable Width (C) numbered 9 in the plan.

Blacktown City Council

.....
~~General Manager~~/Authorised Person
Blacktown City Council

ePlan

Lengths are in metres:

(Sheet 10 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958
in DP1191445, Lot 9 in DP27536, Lot 60
in DP1204537 and Lot 112 in DP1166467
covered by Council's Subdivision
Certificate No. 13374
Dated 13/11/15

EXECUTED by **Genetive Pty Limited**
ACN 099 692 985
in accordance with Section 127 of
the Corporations Act

.....
Signature of Director

Susan Boulous
Signature of Director/Secretary
Sole director and sole secretary

.....
Name (please print)

Susan Boulous
Name (please print)

Execution by mortgagee of Lot 9 in DP27536

Certified that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....
Name of witness: GEOFFREY WAYNE RYAN
Address of witness: 15 BILL MARSHALL DRIVE
ORANGE NSW 2800

Certified correct for the purpose of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified

Signature of attorney: .....
Attorney's name: MARGARET JANE THOMAS
Attorney's position: ANALYST
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

Power of attorney - Book: 4548
- No: 494

ePlan

Lengths are in metres:

(Sheet 11 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958
in DP1191445, Lot 9 in DP27536, Lot 60
in DP1204537 and Lot 112 in DP1166467
covered by Council's Subdivision
Certificate No. 13374
Dated 13/11/15

EXECUTED by **Legpro 20 Pty Ltd**
ACN 162 571 977
in accordance with Section 127
of the Corporations Act

.....
Signature of Director

.....
Signature of Director/Secretary

NEIL SMITH
Name (please print)

STEWART NEILSON
Name (please print)

Execution by mortgagee of Lot 60 in DP1204537

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
and registered in *New South Wales*
Book: 4376 Folio: 410 by

.....
Signature of Attorney
in the presence of

.....
Signature of Witness

JASON FINLAYSON
who certifies that he/~~she~~ is a
Senior Manager / ~~Manager~~
and that he/~~she~~ has not received
notice of revocation of that Power.

SHENG GAN
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

ePlan

Lengths are in metres:

(Sheet 12 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958
in DP1191445, Lot 9 in DP27536, Lot 60
in DP1204537 and Lot 112 in DP1166467
covered by Council's Subdivision
Certificate No. 13374
Dated 13/11/15

EXECUTED by
STONECUTTERS RIDGE GOLF CLUB LIMITED
ACN 000 065 190
in accordance with Section 127
of the Corporations Act)

.....
Signature of Director

HAROLD WILLIAMSON
NAME (please print)

.....
Signature of Director/secretary

Craig Scott
NAME (please print)

ePlan

Lengths are in metres:

(Sheet 13 of 13 sheets)

DP1191446

Plan of Subdivision of Lot 958 in DP1191445, Lot 9 in DP27536, Lot 60 in DP1204537 and Lot 112 In DP1166467 covered by Council's Subdivision Certificate No. 13374 Dated 13/11/15

EXECUTED by **Medallist Golf Holdings Pty Limited ACN 091 026 818 Atf Medallist Schofields Trust** by being SIGNED SEALED AND DELIVERED in New South Wales by its attorneys ..MATTHEW BANKS..... and....PUNEET RAI..... under Power of Attorney dated 24 November 2014 and Registered Book 4678 No. 378 who declare that the office in the company indicated under and that no notice of revocation of the said Power of Attorney in the presence of:

.....

Witness
Full Name: Jacqueline Bowie
C/O LEVEL 7, 50 MARTIN PL
SYDNEY NSW 2000
Address

.....

.....

For and on behalf of MACQUARIE BANK LIMITED by its Attorney under Power of Attorney dated 24 November 2014, Registered Book 4678 No. 379

.....

Witness
Full Name: Jacqueline Bowie
C/O LEVEL 7, 50 MARTIN PL
SYDNEY NSW 2000
Address

.....
Attorney: MATTHEW BANKS

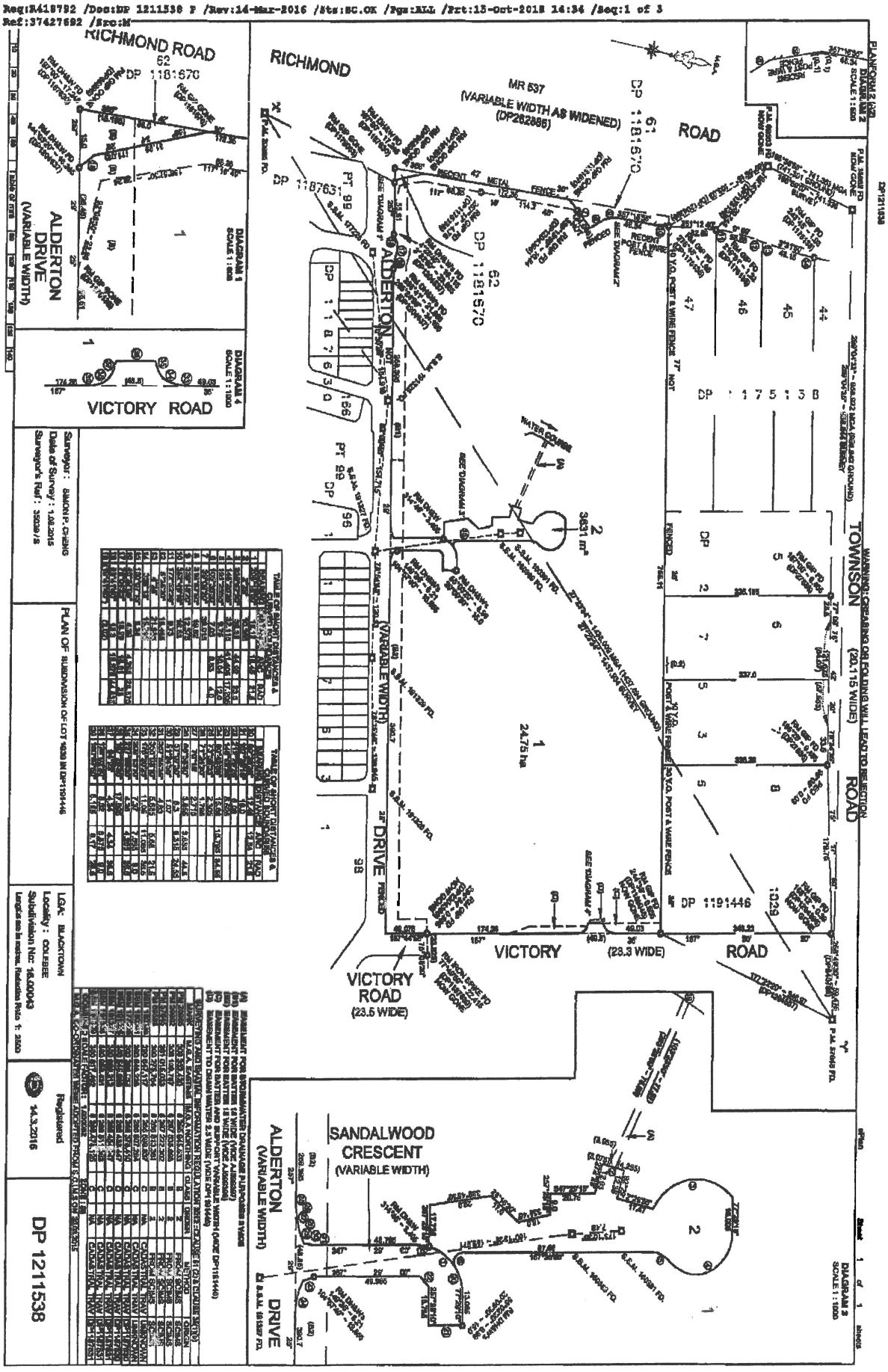
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Attorney: PUNEET RAI

REGISTERED 11.1.2016

Ref: 28800-40374DP2ColebeeStage12-88B9Oct15.doc

InfoTrack

Req:R418792 /Doc:DP 1211538 P /Rev:14-Mar-2016 /Sts:SC.OK /Pgs:ALL /Prt:13-Oct-2018 14:34 /Seq:1 of 3
Ref:37427692 /Src:M



Surveyor : SIMON P. CHENG
Date of Survey : 1.02.2015
Surveyor's Ref : 35038/3

PLAN OF SUBDIVISION OF LOT 1030 IN DP1191446

LGA: BLACKTOWN
Locality : COLEBEE
Subdivision No: 16.00043
Lengths are in metres. Reduction Ratio 1: 2000

Registered
14.3.2016

DP 1211538

| | | |

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 14.3.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1211538

PLAN OF SUBDIVISION OF
LOT 1030 IN DP1191446

L G A BLACKTOWN

Locality: COLEBEE

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW / Western Lands Office Approval

I,.....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Survey Certificate

I, SIMON P. CHENG

of 317 / 5 CELEBRATION DRIVE, NORWEST BUSINESS PARK
BAULKHAM HILLS BC NSW 2153

a surveyor registered under the *Surveying and Spatial Information Act 2012*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 1.08.2015

*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Signature:..... Dated: 01.08.15

Surveyor ID: 806

Datum Line: X - Y

Type: *Urban / *Rural

The terrain is *Level-Undulating / *Steep-Mountainous

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, ALAN MIDDLEMISS

* Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:.....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 10 FEBRUARY 2016

Subdivision Certificate number: 16 - 00043

File number: DA-13-00926

* Strike through if inapplicable

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD :
(1) - SANDALWOOD CRESCENT VARIABLE WIDTH SUBJECT TO EASEMENT FOR BATTER 15 WIDE (VIDE AJ599396)

Plans used in the preparation of survey / compilation.

DP 1187630
DP 1187631
DP 1191446
DP 1191447
DP 1204537

If space is insufficient use PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 35039 / S

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 14.3.2016

Office Use Only

DP1211538

PLAN OF SUBDIVISION OF
LOT 1030 IN DP1191446

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statement of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 16-00043

Date of Endorsement: 10/2/16

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919
AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT
SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED
TO CREATE :

(1) - EASEMENT FOR STORMWATER DRAINAGE PURPOSES 3 WIDE (A)

Dated at Sydney this 15th Day of FEBRUARY 2016
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney JASON FINLAYSON
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4398 4376

Signed in the presence of .....
(Signature)

DEE KORAB
(Print Name)

242 Pitt Street
Sydney

ANALYST
(Title)

EXECUTED by
LEGPRO 20 PTY LTD
(ACN: 162 571 977)

STEPHEN NICHOLSON (DIRECTOR)

Neil Smith. (SECRETARY)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35039 / S

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 2 sheets)

Plan:

DP1211538

of Subdivision of Lot 1030 DP 1191446 covered by Subdivision Certificate No. 16-00043 of 10/2/16

Full Name and Address of the owner of the Land:

Legpro 20 Pty Ltd
c/- Level 8, 9-13 Young Street,
Circular Quay, Sydney

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Stormwater Drainage Purposes 3 wide	1	2

PART 2

1. **Terms of easement for stormwater drainage purposes numbered 1 in the plan:**

An Easement for Stormwater Drainage Purposes in the Terms set out in Memorandum No.AE292285 registered at Land and Property Information NSW is incorporated in this document.

Approved by

.....
Name
on behalf of
Blacktown City Council
Alan McKinnon
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Plan:
DP1211538

of Subdivision of Lot 1030
DP 1191446 covered by
Subdivision Certificate No. 16-00043
of 10/2/16

EXECUTED by
~~Legpro Pty Limited~~ Legpro 20 Pty Ltd.
(ACN: 162 571977)
in accordance with Section 127 of the
Corporations Act 2001

.....
Director

.....
Secretary

STEWART NETTLETON
Name of Director

NEIL SMITH
Name of Secretary

Signed in the presence of .....
(Signature)

DEE KOLAS
(Print Name)

212 Pitt Street
Sydney

ANALYST
(Title)

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
signed by its Attorney .....
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Dated at Sydney this 9th Day of February 2016

BLACKTOWN CITY COUNCIL
ALAN MIDDLEMISS

Approved by .....
A/Manager Development Services

.....
Name
on behalf of
Blacktown City Council

.....
Authorised Person

REGISTERED 14.3.2016

Form: 16LM
Release: 2.1
www.lands.nsw.gov.au

MEMORANDUM

New South Wales
Section 80A Real Property Act 1

AE292285T

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.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODES
102Q	Bartier Perry DX 109 Sydney 8281 7800 Reference: Peter Cahill 085222	LM CM MM GM BM

(B) **APPLICANT**

SYDNEY WATER CORPORATION
ABN 49 776 225 038

(C) The applicant requests the Registrar General to record this memorandum, comprising 5 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Peter Vincent Cahill

Capacity of signatory (if applicable): Applicant's solicitor

Date: 27 October 2008

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE THE ANNEXURE "A"

ANNEXURE "A"

PROVISIONS OF EASEMENT FOR STORMWATER DRAINAGE PURPOSES

1. Interpretation

1.1 In this memorandum and any instrument or dealing incorporating any or all of the provisions of this memorandum, unless the context otherwise requires -

"the **Act**" means the *Sydney Water Act 1994* and any amendment to or Act replacing the *Sydney Water Act 1994* and includes any regulations or orders made under the *Sydney Water Act 1994* and the provisions of any other Act or regulation conferring functions on **Sydney Water**,

"**Easement for Stormwater Drainage Purposes**" is a reference to the instrument or dealing incorporating by reference any or all of the provisions of this memorandum with or without amendment,

"**Function**" means any power, authority or duty specified in this memorandum or in the **Act** that **Sydney Water** may exercise or perform for stormwater drainage purposes,

"**Land**" means the part of the **Lot** affected by the **Easement for Stormwater Drainage Purposes**,

"**Lot**" means the lot burdened by the **Easement for Stormwater Drainage Purposes**, whether or not the lot is under the *Real Property Act 1900*,

"**Owner**" includes –

(a) each person who, individually or jointly with any other person, whether at law or in equity, is entitled to any estate of freehold in possession in the **Lot** whether or not under the *Real Property Act 1900*, and

(b) any executor, administrator, successor or assignee of any such person,

"**Registered Proprietor**" includes the registered proprietor of the **Lot** under the *Real Property Act 1900* and the **Owner** of the **Lot**,

"**Sydney Water**" means Sydney Water Corporation and includes any person for the time being authorised by Sydney Water Corporation to perform any **Function**,

"**Works**" means any infrastructure works used for stormwater drainage purposes situated at or below but not above the surface of the **Land** and includes without limitation any channels, drains, pipes and other ancillary works and associated fittings.

1.2 In this memorandum and any instrument or dealing incorporating any or all of the provisions of this memorandum, unless the context otherwise requires -

Applicant's Solicitor: .....

1.2.1 a reference to a word or expression in the singular form includes a reference to the word or expression in the plural form,

1.2.2 a reference to a word or expression in the plural form includes a reference to the word or expression in the singular form,

1.2.3 a reference to a natural person includes a reference to corporation,

1.2.4 a reference to a corporation is not excluded merely because elsewhere in the memorandum, instrument or dealing there is a particular reference to a corporation.

1.3 This memorandum omits the expressions used in Schedule 4A of the *Conveyancing Act 1919*.

2. What Sydney Water may do in or on the Land

2.1 **Sydney Water** may from time to time and at any hour of the day or night -

2.1.1 enter, pass and repass over and return from the **Land** with or without vehicles and remain on or in the **Land** for so long as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.2 bring, place and use on the **Land** and remove from the **Land** such plant, machinery, tools, implements, materials or things as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.3 excavate and make shafts and cuttings in and through the **Land** as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.4 place, construct, examine, operate, maintain, alter, renew, replace and remove any **Works** and perform any **Function** in or on the **Land**,

2.1.5 use any **Works** and perform any **Function** in or on the **Land**,

2.1.6 drain stormwater and other surface waters any associated substance in any quantity in and through any **Works** in the **Land**.

3. What Sydney Water must do with respect to the Land

3.1 **Sydney Water** must from time to time and at all times, so far as reasonably practicable -

3.1.1 restore any part of the **Land** damaged by any **Works**, and

3.1.2 make good and remedy any damage caused to the **Land** arising out of the performance of any **Function**.

Applicant's Solicitor: .....

3.2 In clause 3.1.2, "make good and remedy" includes reinstate, repair, construction of works or payment but does not include any obligation to pay compensation solely with respect to **Works** placed or constructed in the **Land** in the exercise or performance of any **Function**.

4.0 What the Registered Proprietor must not do in or on the Land

4.1 The **Registered Proprietor** must not -

4.1.1 use or allow to be used the **Land** for any purpose which may obstruct or prevent **Sydney Water** from having full and free access to the **Land**,

4.1.2 do or allow to be done anything whatever that may adversely affect support of the **Land** or of the **Works** placed or which may be placed in the **Land**,

4.1.3 (a) erect or construct or allow to be erected or constructed any fence, or

(b) do or allow to be done any landscaping including the planting of trees or shrubs,

which may impede the free flow of storm or flood waters over the surface of the **Land**,

4.1.4 place or allow to be placed or to remain on the **Land** any timber, article of plant or any stores, filling, rubbish or other material whatever;

4.1.5 place, erect or construct or allow to be placed, erected or constructed upon the **Land** any building or other structure (except fences) whatever,

4.1.6 make or allow to be made by any means whatever any alteration to the existing surface levels of the **Land**

4.1.7 place or construct or allow to be placed or constructed or allow to remain on the **Land** any pavement of concrete or having any form of bituminous surface with or without a base course of ballast or rock fill or like material,

4.1.8 park or place or allow to be parked or placed or to remain on the **Land** any vehicle whatever, other than vehicles temporarily parked or placed on the **Land** so that they may be removed without delay when necessary,

4.1.9 plant or allow to be planted in or upon the **Land** any tree or shrub other than shrubs that may be removed and reinstated if necessary or convenient for purposes of the performance of any **Function**,

4.1.10 do or allow to be done any landscaping which would be contrary to the provisions of clauses 4.1.5 or 4.1.6,

Applicant's Solicitor: .....

4.1.11 place or allow to be placed in, upon or over the **Land** any services including without limitation electrical, telecommunication, gas, water, wastewater and stormwater services with or without pipes, conduits, cables or ducts.

4.2 The **Registered Proprietor** may apply in writing for the written approval of **Sydney Water** to do any one or more than one of the things specified in subclauses 4.1.5 to 4.1.11 (inclusive).

4.3 **Sydney Water** must consider and respond in writing to any application made under subclause 4.2 and may, in accordance with the proper exercise of its **Functions**, request further information, give an approval or refuse to give an approval or give an approval subject to conditions.

4.4 If **Sydney Water** gives an approval under subclause 4.3, the **Registered Proprietor** must not do anything the subject of the application made under subclause 4.2 other than strictly in accordance with the written approval and any conditions under which the approval was given.

5. Operation of sections 41 and 44 of the *Sydney Water Act 1994*

5.1 Nothing in this memorandum is to be construed as affecting -

5.1.1 any right that the **Registered Proprietor** may have to claim compensation under section 41 of the *Sydney Water Act 1994* with respect to any damage caused by **Sydney Water** in exercising any function under Division 4 of Part 6 of the *Sydney Water Act 1994*, or

5.1.2 any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the **Registered Proprietor** or **Sydney Water** may have under section 44 of the *Sydney Water Act 1994*.

Applicant's Solicitor: .....

Applicant Details

Your reference PLANNING CERTIFICATE LOT 567

LEGPRO 20 PTY LTD ATF LEGPRO 20 UNIT TRUST
LEVEL 33
31 MARKET STREET
SYDNEY NSW 2000

Certificate Details

Certificate no. PL2019/02856 **Fee: $133.00**

Date issued 18 April 2019 **Urgency fee: $79.00**

Receipt no. ePay Ref 35856

Property information

Property ID 374367 **Land ID** 374170

Legal description LOT 567 DP 1200170

Address ALDERTON DRIVE COLEBEE NSW 2761

County CUMBERLAND **Parish** GIDLEY

PLANNING CERTIFICATE (Section 10.7(2 & 5))

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

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like. Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

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

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1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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 Other Applicable State Environmental Planning Policies

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

1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

1.5 Development control plans

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

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

2. Zoning and land use under relevant environmental planning instruments

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

2.1 Zoning

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

Zone E2 Environmental Conservation

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

Nil

3 Permitted with consent

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

4 Prohibited
Any development not specified in item 2 or 3.

Zone R2 Low Density Residential

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; 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; Information and education

facilities; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited
Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

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

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Sewerage systems; Waterbodies (artificial)

4 Prohibited
Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

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

Nil

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

.

The SP2 Infrastructure zone applicable to this site is for the purposes of:
SP2 - Infrastructure-Local Drainage

.

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

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the High Flood Risk Precinct. The term High Flood Risk Precinct is defined as the area of land below the 100-year flood event that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties. Further details are provided in the NSW Government's Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

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

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

Council has adopted a Floodplain Management Policy which may restrict the development of the land subject to this Certificate, including development for the purposes of dwelling houses, dual occupancies, multi-dwelling housing, residential flat buildings and any other purpose that requires the placement or erection of any structure on the land. The Flood Risk Precinct Maps prepared under the policy are based on the results of Engineering Flood Studies commissioned by Government Authorities and Council. These maps indicate that the land subject to this Certificate lies partly or wholly within the Medium Flood Risk Precinct. The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties. Further details are provided in the NSW Government's Floodplain Development Manual and are available from Council. Council does not warrant that the information provided or made available to you is complete. Council strongly recommends that, in all cases, you seek independent professional advice to supplement your enquiries.

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. 21 - Marsden Park 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:

Bushfire - 100m buffer
Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

Not applicable

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Section 10.7(5)

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

Planning Instruments and Covenants

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

Loose-filled Asbestos Insulation

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

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

Contact NSW Fair Trading for further information

Biodiversity and Threatened Species Conservation

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

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

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

☐

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

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

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

This land may contain an Aboriginal archaeological site under the protection of the National Parks and Wildlife Service Act, 1974. Before any development can proceed in an area known to contain Aboriginal archaeological sites, a consent to destroy must be obtained from the Director of the National Parks and Wildlife Service.

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

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

SEPP (Exempt and Complying Development Codes) 2008
This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

SEPP (Sydney Region Growth Centres) 2006
This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

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

SEPP (Infrastructure) 2007
The aim of this policy is to facilitate the orderly and economic use and development of rural

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

SEPP (Miscellaneous Consent Provisions) 2007

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

SEPP (State Significant Precincts) 2005

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

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

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

SEPP No. 1 - Development Standards

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

SEPP No. 19 - Bushland in Urban Areas

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

SEPP No. 21 - Caravan Parks

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

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development
Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must careful consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 55 - Remediation of Land
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and

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

SEPP No. 64 - Advertising and Signage
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

SEPP No. 65 - Design Quality of Residential Apartment Development
Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SREP No. 30 - St Marys
Sydney Regional Environmental Plan 30 - St Marys (SREP 30) provides a statutory framework to plan and develop 1538 hectares of land known as the Australian Defence Industries (ADI) site at St Marys. The plan zones the land for particular types of development: urban, regional park, regional open space, drainage, road/road widening, and employment.

SEPP (Western Sydney Employment Area) 2009
This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.This State Environmental Planning Policy promotes economic development and the creation of employment in the Western Sydney Employment Area by providing for development, including major warehousing, distribution, freight transport, industrial, high technology and research facilities. The policy provides for coordinated planning, development and rezoning of land for employment or environmental conservation purposes.

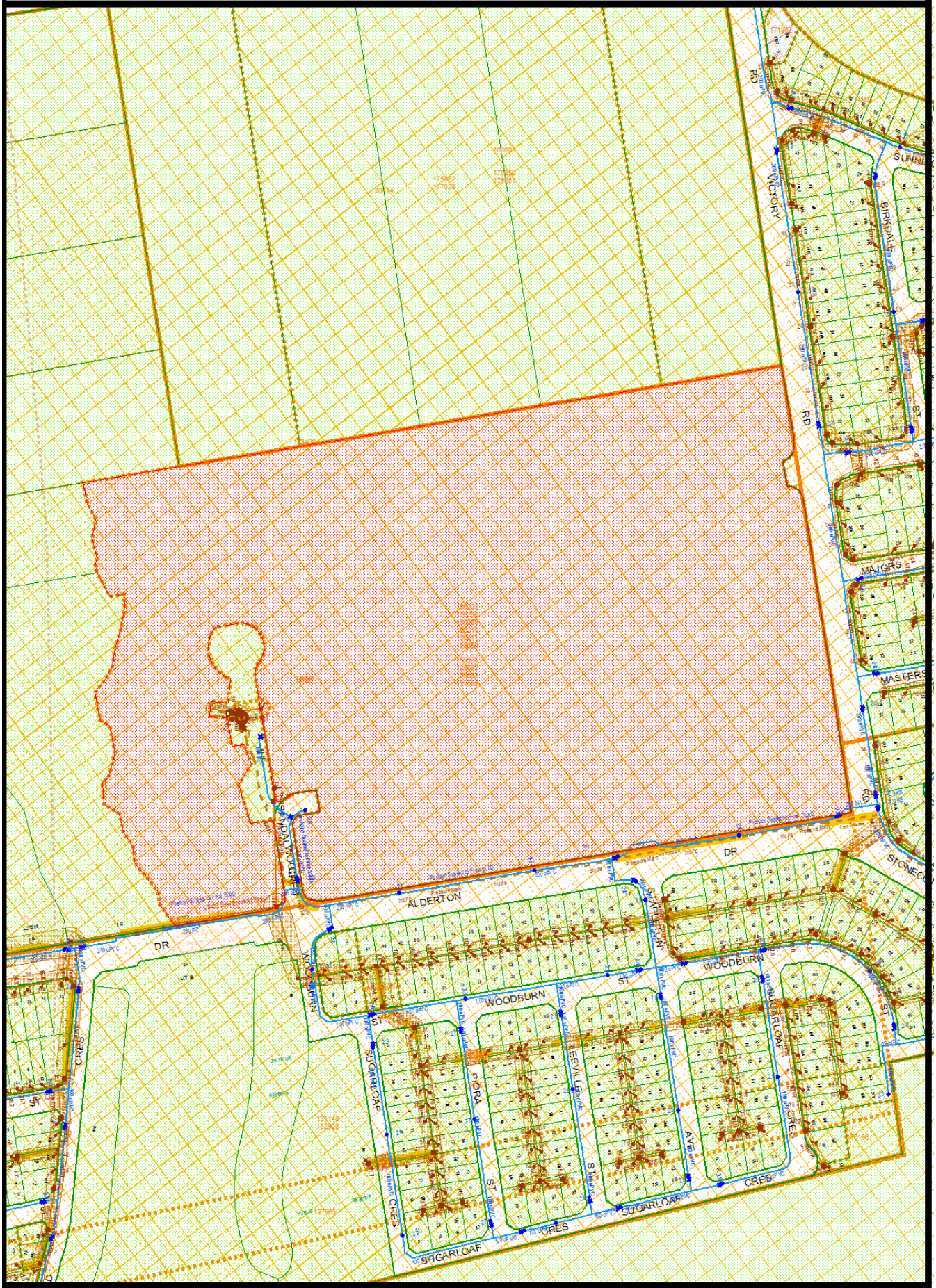
SEPP (Western Sydney Parklands) 2009
The aim of the policy is to put in place planning controls that will enable the Western Sydney Parklands Trust to develop the Western Parklands into multi-use urban parkland for the region of western Sydney.

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

Authorised by Blacktown City Council
Proforma ID: 623966

End of Certificate

Application No. 10131951 Created on Apr 29, 2019 3:48:48 PM



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram.**

Sydney WATER

Application: **10011505**
Your Ref: 37421692

23 October 2018

Property: LOT 567 ALDERTON DR, COLEBEE 2761
LOT 567 DP 1200170

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

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

Yours sincerely

Customer Property Services
Customer Services

Attachment 2 Draft Plan of Subdivision

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	85°56'05"	6.73	6.74	36.5
2	156°39'30"	13.55	13.635	35.765
3	76°56'20"	8.395	8.395	308
4	78°24'05"	2.855	2.86	36.5
5	78°44'35"	11.005	11.005	308
6	80°46'05"	10.77	10.77	308
7	82°18'00"	5.705	5.705	308
8	255°18'20"	18.835	18.84	248
9	83°38'15"	20.7	20.705	292
10	260°26'00"	11.905	11.905	292
11	258°13'45"	10.555	10.56	292
12	252°55'45"	3.94	3.945	26.5
13	180°33'05"	20.45	20.565	56.5
14	245°39'30"	2.78	2.78	26.5

SCHEDULE of LINES

No	Bearing	Distance
15	114°37'45"	9.8
16	35°23'20"	6.705
17	302°28'55"	7.07
18	212°28'55"	7.07
19	257°28'55"	2.815
20	122°29'55"	7.075
21	212°29'00"	7.07
22	122°29'00"	7.07
23	212°29'00"	7.07
24	126°49'15"	7.585
25	257°06'25"	0.945
26	257°06'25"	7.57
27	169°44'20"	3.535
28	227°42'30"	6.79

(E1) EASEMENT TO DRAIN WATER 2 WIDE

(E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

(E11) EASEMENT TO DRAIN WATER 1.25 WIDE (D.P.1234899)

(E12) EASEMENT TO DRAIN WATER 2 WIDE (D.P.1249931)

(E13) EASEMENT TO DRAIN WATER 2 WIDE (D.P.1249932)

(E71) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (D.P.1234899)

(E41) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P.1234899)

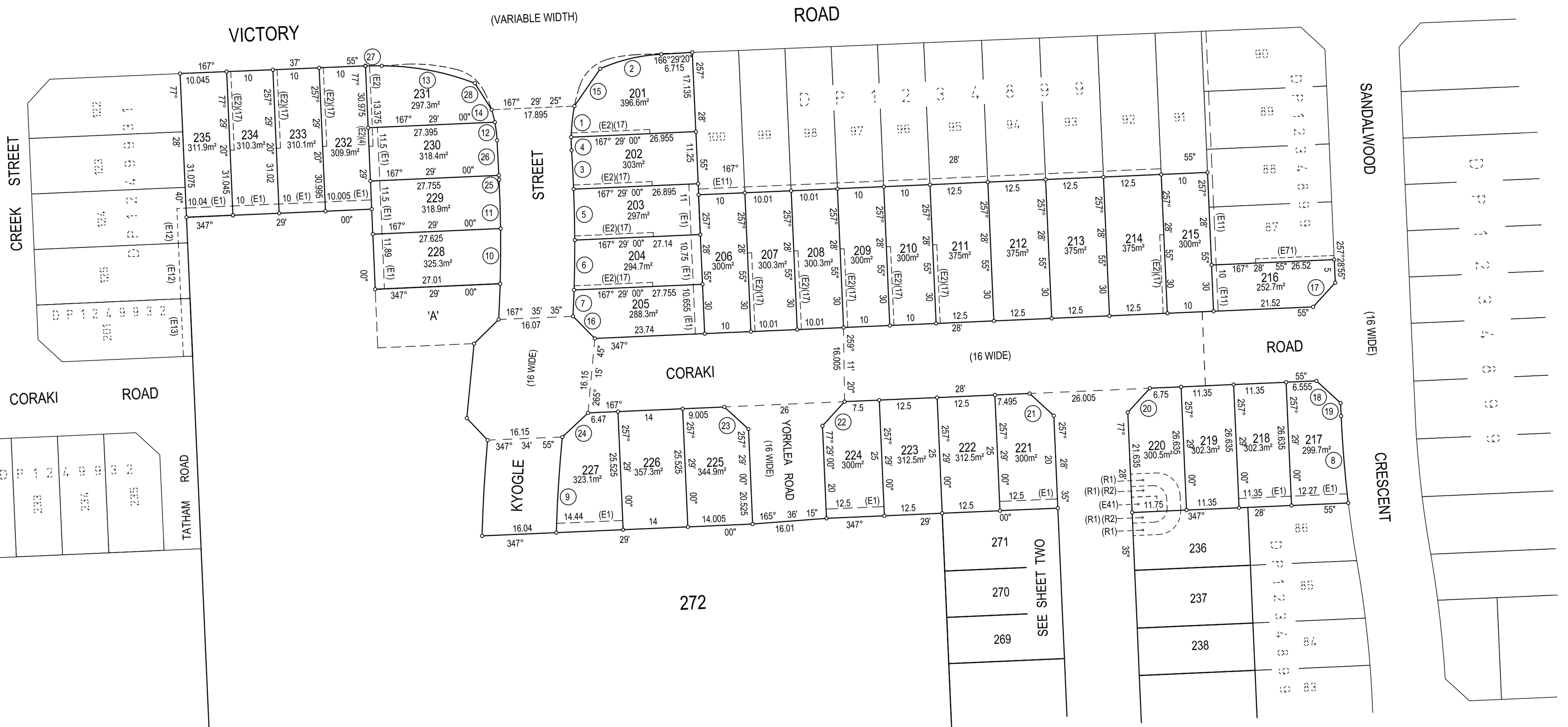
(R1) RESTRICTION ON THE USE OF LAND (D.P.1234899)

(R2) RESTRICTION ON THE USE OF LAND (D.P.1234899)

'A' BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (E1)

M.G.A. NORTH
SCIMS

DRAFT 27.11.19
DIMENSIONS AND AREAS
ARE SUBJECT TO FINAL SURVEY



SURVEYOR	PLAN OF SUBDIVISION OF	L.G.A: BLACKTOWN	REGISTERED	D.P.1258453
Name: Peter Robert Warwick	LOT 101 D.P.1234899	Locality: COLEBEE		
Date: xxxxxxxx		Reduction Ratio: 1: 600		
Reference: 22063-2C		Lengths are in metres		

DRAFT 27.11.19
DIMENSIONS AND AREAS
ARE SUBJECT TO FINAL SURVEY

SCHEDULE of LINES

No	Bearing	Distance
1	32°28'55"	7.06
2	302°28'55"	7.07
3	302°29'00"	7.07

(E2) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

(E41) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P.1234899)

(R1) RESTRICTION ON THE USE OF LAND (D.P.1234899)

(R2) RESTRICTION ON THE USE OF LAND (D.P.1234899)

272

M.G.A. NORTH SCIMS

CORAKI ROAD (16 WIDE)

YORKLEA ROAD

SEE SHEET TWO

SEE SHEET ONE

IRVINGTON ROAD (16 WIDE)

SANDALWOOD CRESCENT

SURVEYOR Name: Peter Robert Warwick Date: xxxxxxxx Reference: 22063-2C	PLAN OF SUBDIVISION OF LOT 101 D.P.1234899	L.G.A: BLACKTOWN Locality: COLEBEE Reduction Ratio: 1: 500 Lengths are in metres	REGISTERED	D.P.1258453

Attachment 3 Draft Instrument

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 2 wide (E1)	230 229 228 232 233 234 235 203 204 205 227 224 221 218 217	231 230, 231, 228, 'A' within 272 'A' within 272 228-231 incl & 'A' within 272 228-232 incl & 'A' within 272 228-233 incl & 'A' within 272 228-234 incl & 'A' within 272 91-100/1234899 91-100/1234899 & 103 91-100/1234899, 103 & 104 226 223 222 219 218 & 219
2.	Easement for access and maintenance 0.9 wide (E2)	234 233 232 231 201 202 203	235 234 233 232 202 203 204

…….. ……..

(Signatory) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	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. continued	Easement for access and maintenance 0.9 wide (E2)	204 207 208 209 210 211 214 230 239 240 241 244 245 246 249 250 251 252 255 256 257 258 262 263 264 268 269	205 206 207 208 209 210 215 232 238 239 240 243 244 245 248 249 250 250 257 257 258 259 263 264 265 269 270
3.	Restriction on the use of land	201-271	Blacktown City Council

…….. ……..

(Signatory) Authorised Person
Blacktown City Council

Ref: 22063-2C

DRAFT

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	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:
4.	Restriction on the use of land	203, 204, 205, 216, 217, 231, 238, 239, 240, 243, 244, 245, 248, 249, 250, 257, 258, 259, 263, 264, 265, 269 and 270	Blacktown City Council
5.	Restriction on the use of land	201-271	Blacktown City Council
6.	Positive covenant	201-271	Blacktown City Council
7.	Restriction on the use of land	272	Blacktown City Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:

…….. ……..

(Signatory) Authorised Person
Blacktown City Council

Ref: 22063-2C

DRAFT

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

1.	Easement for underground cables 16 wide & variable (E5)(DP1234899)	101/1234899	Epsilon Distribution Ministerial Holding Corporation
2.	Easement to drain water 2.5 wide (Z) (DP11991446)	101/1234899	Blacktown City Council

1. **Terms of Easements for Access & Maintenance 0.9 wide (E2) numbered two in the abovementioned plan**

(a) The owner of the lot benefited and each person authorised by them may:

(i) enter the burdened lot:

(A) but only within the site of this easement (**Easement Site**); and

(B) with or without materials, tools and equipment; and

(ii) remain there for any reasonable time,

for the purpose of:

(iii) repairing, maintaining, renewing, replacing, painting, inspecting or carrying out any other work in connection with any dwelling, building or other structure on the benefited lot; or

(iv) pruning, trimming or maintaining landscaping on the benefited lot or carrying out any landscaping work on the benefited lot.

(b) The owner of the lot benefited and each person authorised by them:

(i) may do anything reasonably necessary for the purpose of exercising the rights under this easement, including without limitation:

(A) entering the burdened lot; and

(B) taking anything onto the burdened lot; and

(ii) in exercising the rights under this easement, must:

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

(A) ensure all work to the burdened lot is done properly;

(B) cause as little inconvenience as is practicable to the owner and any occupier of the burdened lot;

(C) cause as little damage as is practicable to the burdened lot and any improvements on it;

(D) restore the burdened lot as nearly as practicable to its former condition; and

(E) make good any collateral damage.

(c) The owner of the burdened lot must not:

(i) allow any building or other structure to be erected or placed on the Easement Site, apart from an eave or gutter of the main building on the burdened lot or any permanent underground services to the main building; or

(ii) carry out any excavation or filling within the Easement Site more than 500mm below ground level. Any excavation or filling shall be located and retained so as not to impact on any dwelling, building or other structure on the benefited lot that is adjacent to the Easement Site.

(d) The grant of this easement is made subject to the right of the owner of the burdened lot to:

(i) carry out repairs, maintenance or improvements to any landscaping within the Easement Site;

(ii) install a security gate across the Easement Site, provided that the owner of the benefited lot is provided with a key or other access device.

(e) The owners of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the relevant parties.

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(Signatory) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

2. Terms of Restriction on the Use of Land numbered three in the abovementioned plan

The wall of any dwelling on the Lot(s) hereby burdened is not to be located within 900mm of the side boundary unless there is a registered access and maintenance easement on the adjoining property extending the length of the wall.

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

(a) For the purposes of this restriction:

(i) **BEP** means the building envelope plan approved under the Development Consent;

(ii) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(iii) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

(b) No building or other structure of any kind is permitted on the burdened lot that is not within the BEP and compliant with the Blacktown City Council Growth Centre Precincts Development Control Plan.

4. Terms of Positive Covenant numbered five in the above mentioned plan

(a) For the purposes of this covenant:

(i) **BAL Chart** means the BAL Chart approved under the Development Consent;

(ii) **BAL Map** means the Bush Fire Attack Level Map approved under the Development Consent;

(iii) **BAL Rating** means bush fire attack level rating, as shown in the BAL Map;

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

(iv) **Construction Requirements** means the requirements set out in the BAL Chart;

(v) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(vi) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

(b) If there is a BAL Rating for the burdened lot, the owner of the burdened lot must ensure that any construction or other work carried out on the burdened lot complies with any applicable Construction Requirements that apply to the relevant BAL Rating.

5. Terms of Positive Covenant numbered six in the abovementioned plan

Until it is redeveloped, the whole of each lot hereby burdened must be managed as an inner protection area as outlined within Appendices 2 and 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

6. Terms of Positive Covenant numbered seven in the abovementioned plan

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

Name of Authority whose consent is required for the release, variation or modification of the easements, restrictions and covenants numbered one to seven in the abovementioned plan

Blacktown City Council

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(Signatory) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

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(Signatory) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

Blacktown City Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993

…….
Signature of delegate

……..
Name of delegate

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

……..
Signature of Witness

……..
Name of Witness

……
Address of Witness

DRAFT

……..
(Signatory)

……..
Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 101 DP1234899 covered by Subdivision Certificate No.

Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.
Corporation: LegPro 20 Pty Ltd ACN 162 571 977
Authority: Section 127 Corporations Act 2001

…….	…….
Signature of authorised person:	Signature of authorised person:
…….	…….
Name of authorised person:	Name of authorised person:
Office held: Sole Director / Secretary	Office held: Director
…….	……..
…….	……...
Address of authorised person:	Address of authorised person:

DRAFT

……..	……..
(Signatory)	Authorised Person Blacktown City Council

Ref: 22063-2C

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Full name and address of the owner of the land: LegPro 20 Pty Ltd
c/- Level 42, 2 Park Street
SYDNEY. 2000.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.25 wide (E1)	11	12
		10	11 & 12
		9	10-12 incl
		8	9-12 incl
		7	8-12 incl
		6	7-12 incl
		3	6-12 incl
		2	3, 6-12 incl
		1	2, 3, 6-12 incl
		52	51
		53	51, 52
		37	33-36 incl
		38	33-37 incl
		39	33-38 incl
		40	33-39 incl
		41	33-40 incl
		42	33-41 incl
		43	33-42 incl
		44	33-43 incl
		89	90
		88	89, 90
		87	88, 89, 90
		101	87-90 incl
		92	91

…….. ……..
(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

Ref: 22063

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.25 wide (E1)	93 94 95 96 97 98 99 100	91, 92 91-93 incl 91-94 incl 91-95 incl 91-96 incl 91-97 incl 91-98 incl 91-99 incl
2.	Easement to drain water 1.5 wide (E2)	34 36 47 46	33, 35, 36 35 33-45 incl 47, 33-45 incl
3.	Easement to drain water 2 wide (E3)	45	33-44 incl
4.	Easement for padmount substation 2.94 wide (E4)	101	Epsilon Distribution Ministerial Holding Corporation
5.	Easement for padmount substation 3.3 wide (E41)	101	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the use of land (R1)	Pt 101 designated (R1)	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the use of land (R2)	Pt 101 designated (R2)	Epsilon Distribution Ministerial Holding Corporation
8.	Easement for underground cables 16 wide & var. width (E5)	101	Epsilon Distribution Ministerial Holding Corporation

…….. ……..

(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9.	Easement for access and maintenance 0.9 wide (E7)	1 2 3 5 6 7 9 10 11 12 13 19 20 21 22 51 52 55 56 57 58 59 63 64 65 66 67	2 3 4 6 7 8 10 11 12 13 14 20 21 22 23 52 53 54 55 56 57 58 62 63 64 65 66

…….. ……..

(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9. continued	Easement for access and maintenance 0.9 wide (E7)	68	67
		69	68
		70	69
		71	70
		101	72
		72	73
		73	74
		76	77
		77	78
		78	79
		81	82
		82	83
		28	29
		29	30
		30	31
		31	32
		33	34
		37	36
		38	37
		39	38
		40	39
		41	40
		44	45
		47	46
		48	47
		49	24
		83	84
		84	85

…….. ……..

(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9. continued	Easement for access and maintenance 0.9 wide (E7)	85 87 90 95 96 97 98 99	86 area desig. 'A' within 101 91 96 97 98 99 100
10.	Easement for access and maintenance 1.25 wide (E71)	1	71
11.	Restriction on the use of land	1-100 incl	Blacktown City Council
12.	Restriction on the use of land	1-4 incl, 53-58 incl, 63-67 incl, 72, 73, 74, 77, 78, 79, 24, 29-32 incl, 34, 36-40 incl, 45, 46, 47, 82-86 incl	Blacktown City Council
13.	Positive covenant	1 and 102	Blacktown City Council
14.	Positive covenant	1-11 incl and 66-71 incl	Blacktown City Council
15.	Restriction on the use of land	1-6 incl & 71	Blacktown City Council
16.	Positive covenant	1-100 incl	Blacktown City Council
17.	Positive covenant	1-101 incl	Blacktown City Council
18.	Restriction on the use of land	101 and 102	Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre 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.	Easement for batter 15 wide (X) (AJ599396)	567/1200170	Blacktown City Council
2.	Easement for batter and support variable width (Y) (D.P.1191446)	567/1200170	Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 2 (Terms)

1. Terms of Easements for Padmount Substation (E4) 2.94 wide numbered four and (E41) 3.3 wide numbered five in the abovementioned plan

The 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'.

2. Terms of Restriction on the Use of Land (R1) numbered six in the abovementioned plan

2.1 Definitions:

2.1.1 **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;

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

2.1.3 **erect** includes construct, install, build and maintain;

2.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

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

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

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

2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

2.4.2 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.

3. Terms of Restriction on the Use of Land (R2) numbered seven in the abovementioned plan

3.1 Definitions:

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

3.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

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

3.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

3.3.2. 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 .

4. Terms of Easement for underground cables 16 wide & var. width (E5) numbered eight in the abovementioned plan

The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

This easement will cease to have effect when the easement site is dedicated as Public Road.

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

5. **Terms of Easements for Access & Maintenance 0.9 wide (E7) & 1.25 wide (E71) numbered nine and ten in the abovementioned plan**

(a) The owner of the lot benefited and each person authorised by them may:

(i) enter the burdened lot:

(A) but only within the site of this easement (**Easement Site**); and

(B) with or without materials, tools and equipment; and

(ii) remain there for any reasonable time,

for the purpose of:

(iii) repairing, maintaining, renewing, replacing, painting, inspecting or carrying out any other work in connection with any dwelling, building or other structure on the benefited lot; or

(iv) pruning, trimming or maintaining landscaping on the benefited lot or carrying out any landscaping work on the benefited lot.

(b) The owner of the lot benefited and each person authorised by them:

(i) may do anything reasonably necessary for the purpose of exercising the rights under this easement, including without limitation:

(A) entering the burdened lot; and

(B) taking anything onto the burdened lot; and

(ii) in exercising the rights under this easement, must:

(A) ensure all work to the burdened lot is done properly;

(B) cause as little inconvenience as is practicable to the owner and any occupier of the burdened lot;

(C) cause as little damage as is practicable to the burdened lot and any improvements on it;

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

(D) restore the burdened lot as nearly as practicable to its former condition; and

(E) make good any collateral damage.

(c) The owner of the burdened lot must not:

(i) allow any building or other structure to be erected or placed on the Easement Site, apart from an eave or gutter of the main building on the burdened lot or any permanent underground services to the main building; or

(ii) carry out any excavation or filling within the Easement Site more than 500mm below ground level. Any excavation or filling shall be located and retained so as not to impact on any dwelling, building or other structure on the benefited lot that is adjacent to the Easement Site.

(d) The grant of this easement is made subject to the right of the owner of the burdened lot to:

(i) carry out repairs, maintenance or improvements to any landscaping within the Easement Site;

(ii) install a security gate across the Easement Site, provided that the owner of the benefited lot is provided with a key or other access device.

(e) The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the relevant parties.

6. Terms of Restriction on the Use of Land numbered eleven in the abovementioned plan

The wall of any dwelling on the Lot(s) hereby burdened is not to be located within 900mm of the side boundary unless there is a registered access and maintenance easement on the adjoining property extending the length of the wall.

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

7. Terms of Restriction on the Use of Land numbered twelve in the abovementioned plan

(a) For the purposes of this restriction:

(i) **BEP** means the building envelope plan approved under the Development Consent;

(ii) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(iii) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

(b) No building or other structure of any kind is permitted on the burdened lot that is not within the BEP and compliant with the Blacktown City Council Growth Centre Precincts Development Control Plan.

8. Terms of Positive Covenant numbered thirteen in the above mentioned plan

The owner of the burdened lot must maintain Lot 102 in the above mentioned plan (Lot 102) in accordance with the Vegetation Management Plan cited as 'Eco Logical Australia 2016. Townson Road, Marsden Park. Vegetation Management Plan' version 4 dated 27.10.17 as an ecologically sensitive area. Activities on Lot 102 must not degrade the environmental or ecological condition of that lot and be consistent with the intention of the E2 zoning. Failure to do so may result in remedial action by Blacktown City Council at the owner's expense.

9. Terms of Positive Covenant numbered fourteen in the above mentioned plan

(a) For the purposes of this covenant:

(i) **BAL Chart** means the BAL Chart approved under the Development Consent;

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

(ii) **BAL Map** means the Bush Fire Attack Level Map approved under the Development Consent;

(iii) **BAL Rating** means bush fire attack level rating for a lot, as shown in the BAL Map;

(iv) **Construction Requirements** means the requirements set out in the BAL Chart;

(v) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(vi) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

(b) The owner of the burdened lot must ensure that any construction or other work carried out on the burdened lot complies with any applicable Construction Requirements that apply to the BAL Rating for the lot.

10. Terms of Restriction on the Use of Land numbered fifteen in the abovementioned plan

No development shall be permitted on the lot(s) hereby burdened whilst the exhibition/sales office & any associated landscape areas, car parking areas & signs is or are in operation. Any further development of these lot(s) will require the cessation of DA-17-01525 & remediation works to Council's satisfaction.

11. Terms of Restriction on the use of land numbered sixteen in the abovementioned plan

No building shall be constructed on the lot(s) hereby burdened unless constructed on footings or a slab designed by a Chartered Professional Engineer in accordance the Salinity Assessment Report prepared by Douglas Partners Pty. Ltd. ref: 86061.01 dated September, 2019 to the requirements and satisfaction of Blacktown City Council.

…….. ……..

(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

12. Terms of positive covenant numbered seventeen in the abovementioned plan

Until it is redeveloped, the whole of each lot hereby burdened must be managed as an inner protection area as outlined within Appendices 2 and 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

13. Terms of Restriction on the use of land numbered eighteen in the abovementioned plan

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

Name of Authority empowered to release, vary or modify terms of easements and restrictions numbered four, five six, seven, eight in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation .

Name of Authority whose consent is required for the release, variation or modification of easements and covenants numbered 1, 2, 3, 9, 10, 11-18 in the abovementioned plan

Blacktown City Council

…….. ……..

(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

I certify that the attorney signed this instrument in my presence

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

…… Signature of Witness

…… Name of Witness

…… Address of Witness:
c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

…… Signature of Attorney

Name and position of Attorney:
Manager Property and Fleet

Power of Attorney:

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

Endeavour Energy reference:

……..

Date of signature: …….

Executed on behalf of the Corporation named below

…….. (Signatory LegPro 20 Pty Ltd)

…….. Authorised Person
Blacktown City Council

Ref: 22063

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

by the authorised persons whose signatures appear below pursuant to the authority specified.
Corporation: LegPro 20 Pty Ltd ACN 162 571 977
Authority: Section 127 Corporations Act 2001

……. ……

Signature of authorised person: Signature of authorised person:

……. ……

Name of authorised person: Name of authorised person:
Office held: Sole Director / Secretary Office held: Director

……. ……..

…… ……...
Address of authorised person: Address of authorised person:

…….. ……..
(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Blacktown City Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993

…….
Signature of delegate

……..
Name of delegate

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

……..
Signature of Witness

……..
Name of Witness

……
Address of Witness

……..
(Signatory LegPro 20 Pty Ltd)

……..
Authorised Person
Blacktown City Council

Attachment 4 Standard Requisitions

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?
   (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

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

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(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the 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* and *Local Government Act 1993*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* 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.

18.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

20. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the property?

21. Has the vendor any notice or knowledge that the property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the property?
(f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

22.
(a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other property pass through the property?

23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If 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.

26. 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.

27. 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.

28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

29. The purchaser reserves the right to make further requisitions prior to completion.

30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Attachment 5 Standard Replies

COLIN BIGGERS & PAISLEY LAWYERS

Replies to Residential Property Requisitions on Title

Possession and Tenancies

1. Noted.

2. No.

3. (a) - (f) Not applicable.

4. Not applicable.

5. (a) - (b) Not applicable.

Title

6. Noted, subject to the contract.

7. Noted, subject to the contract.

8. Not so far as the vendor is aware. The purchaser should rely on their own enquiries.

9. At the office of the discharging mortgagee by appointment and once a separate title is available for the property.

10. Not applicable.

Adjustments

11. Noted, subject to the contract.

12. The vendor relies on the contract.

Survey and Building

13. The vendor relies on the contract.

14. No.

15. (a) Yes so far as vendor is aware. However, the purchaser should rely on their own enquiries.

    (b) - (e) Not applicable. The property is vacant land.

16. Vendor relies on the contract and the vendor cannot speak for the predecessors in title.

17. (a) - (d) Not applicable.

18. (a) Presumably to adjoining owners.

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GPO Box 214
Sydney NSW 2001
Australia
DX 280 Sydney

(b) Not applicable.

(c) Not applicable.

(d) Not so far as the vendor is aware. However, the purchaser should rely on their own enquiries.

(e) Not applicable.

Affectations, Notices and Claims

19. The vendor relies on the contract and the purchaser should rely on their own enquiries.

20. (a) - (c) The vendor relies on the contract and the purchaser should rely on their own enquiries.

21. (a) - (f) The vendor relies on the contract and the purchaser should rely on their own enquiries.

22. (a) - (c) The purchaser should rely on their own enquiries

23. Not so far as the vendor is aware however, the purchaser should rely on their own enquiries.

Capacity

24. Not applicable

Requisitions and transfer

25. Noted.

26. Noted. If applicable a copy would have been provided on exchange.

27. Noted.

28. The vendor relies on the contract.

29. This alleged right is not admitted.

30. Not agreed.

Attachment 6 Purchaser Information Sheet

RESIDENCY FORM

Apartment number: **Building:**
Lot:
CBP matter (if known):

COLIN BIGGERS & PAISLEY LAWYERS

	PURCHASER 1	PURCHASER 2
Name		
Date of Birth		
Tax File Number		
Nationality of purchaser (if not Australian citizen)		
Overseas address (if not Australian resident)		
Residential status	*Tick applicable residential status below*	
1. Australian citizen		
2. Australian citizen with foreign spouse purchasing as joint tenants		
3. New Zealand citizen		
4. New Zealand citizen with foreign spouse purchasing as joint tenants		
5. Australian permanent resident who has been a resident in Australia for 200 days of the last year		
6. Australian permanent resident who has not been residing in Australia for 200 days of the last year		
7. Australian temporary resident		
8. A foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visas)		
9. A corporation or trust where no single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
10. A corporation or trust where a single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
11. A corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation/trust	(if selected, provide details below)	
	If 7, 8, or 9 are applicable, the names of all directors, major/ultimate shareholders must be supplied below: _____	
Is the property being purchased by a trustee of a trust?	☐ Yes ☐ No If yes, specify names and nationality of beneficial owners: _____ _____	

Attachment 7 Dwelling - Design Guidelines

SANDSTONE
RIDGE

Sandstone Ridge
Design Guidelines



SANDSTONE
RIDGE

INTRODUCTION

The Vision for Sandstone Ridge

Nestled in nature, over 10 hectares of green space will ultimately encapsulate Sandstone Ridge, including an architect designed park featuring kids play ground, BBQ areas and bike paths. It is ideally located in Colebee and enjoys excellent access to public transport, major arterial roads and freeways. The M7 motorway is just two minutes away, making the Sydney CBD an easy commute, plus it is only eleven minutes to Scofield train station. With current infrastructure plans underway, Sandstone Ridge will also be just fifteen minutes to the new Tallawong train station, which is scheduled to commence operation in 2019. Sandstone Ridge has a wealth of local education, healthcare and retail amenity in conveniently close proximity. An enviable range of lifestyle conveniences will be within a short walk, including the Greg Norman designed Stonecutters Ridge Golf Club, a brand-new Woolworths and the Sydney Business park, with its myriad employment and retail offerings.

Approval Process

Dihe Group Pty Ltd (herein referred to as “Dihe Group”) has prepared these Design Guidelines to assist and guide house design at Sandstone Ridge.

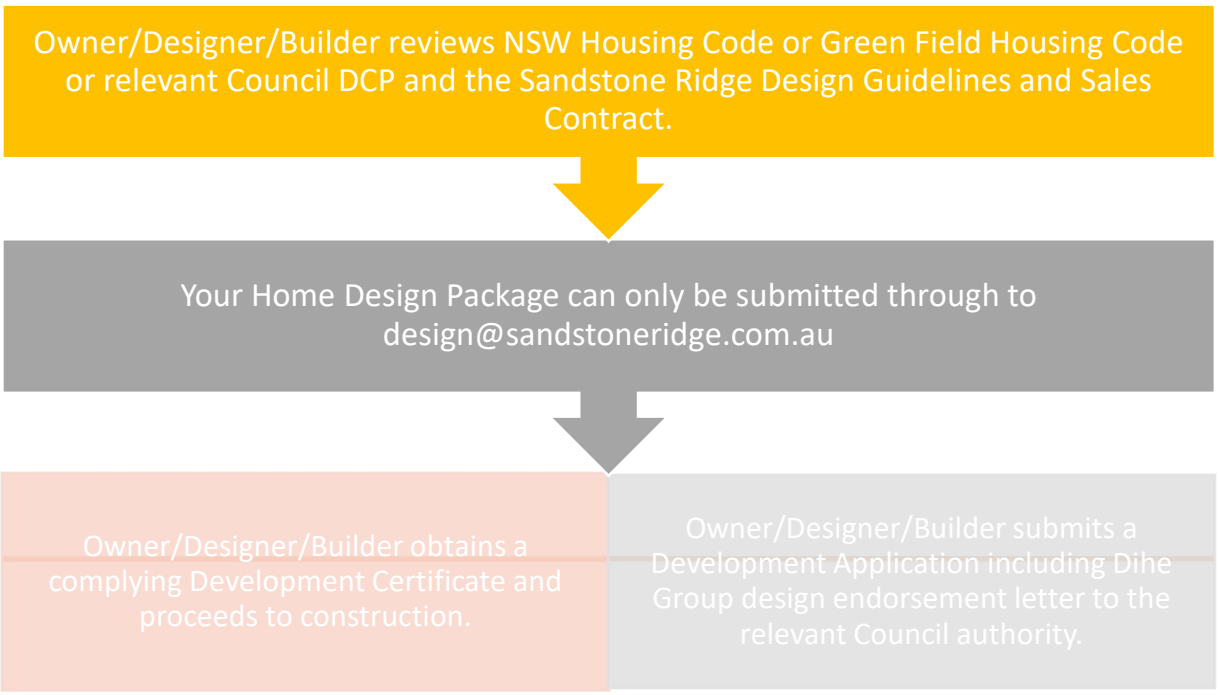
These Design Guidelines should be read in conjunction with the NSW Housing Code/Green Field Housing Code, which applies for this development site. You may be able to seek a Complying Development Certificate for your proposed home. You should talk to your builder/architect about this option, which may save you time and money.

Alternatively, you may wish to seek guidance from Blacktown City Council and submit a development application to Council.

To ensure a smooth design review process, please pass this document on to your architect/builder so that a ‘Home Design Package’ can be prepared for endorsement by Dihe Group prior to seeking development consent. This Package must include a Site Plan (1:200); Floor Plans, Elevations, Sections (1:100); External colours and materials selection; Landscape Plan (can be shown on the site plan) or submitted separately.

The key steps in the Approval process are outlined in the following chart (below).

SANDSTONE RIDGE



Further Information

- Handy fact sheets about building a new home are available online at www.yourhome.gov.au, which is a joint initiative of the Australian Government and the design and construction industries.
- For information about the NSW Housing Code and complying development, go to www.planning.nsw.gov.au/housingcode
- For information about planning and development you can find important information at Council's offices or their website at www.blacktown.nsw.gov.au

SANDSTONE
RIDGE

1. PRESENTING YOUR HOME TO THE STREET

Entry feature

The design of the home must incorporate either a porch, portico or verandah that is:

- Approximately 1.2m deep and at least 30% of the building width (excluding the garage);
- Adequately covered, clearly defined and visible from the street.

REFER TO ILLUSTRATION 1

Entrance visibility

To enhance the architectural style of the homes, the front entry door can either be:

- A single door that is at least 1.2m wide; or
- double doors

Home and Garden style

Your home design must be ‘contemporary’. This means that house designs that mimic a historic style will not be permitted. Historic elements used on a design, such as quoins, keystones, corbelling, fretwork or lacework will not be permitted.

Fencing style, ornaments, signage and letter boxes to be contemporary extension of house. Sculptures, topiary and landscape structures to be understated, residents encouraged to contribute to greening of the street frontages.

2. ROOFS

Roof pitch

Hipped and Gable roofs must have a minimum roof pitch of 25 degrees. Other roof typs such as skillion roofs will be considered on their design merit.

Roof material

- The roof must be a low profile/flat roof tile or ‘Custom Orb’ Colorbond or similar in one of the approved colours to ensure consistency and coherence throughout the village and community.
- Tiles are to be non-reflective or with a non-glazed finish to avoid glare.

Roof colour

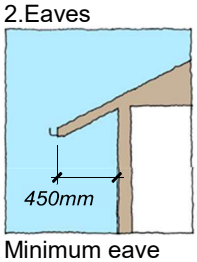
Roof tile colours are to be selected from the pre-endorsed list attached at the back of the design guideline.

Eaves

- All hipped and gable roofs must have eaves overhanging by a minimum 450mm (excluding fascia and gutter).
- Where the design is contemporary and does not allow for any eaves, the use of awnings and/or sun shade materials is strongly encouraged where there is a window to improve energy efficiency.

REFER TO ILLUSTRATION 2

2.Eaves



Minimum eave

3. BUILDING MATERIALS

Mix of materials

- The primary base material type for the front of the dwelling is to be a masonry material; either face bricks or rendering.
- For single storey homes a minimum of one additional material type must be incorporated into the front facade in another colour or tone variations that is complementary to the main facade material.
- For double storey homes a minimum of two additional material types in at least two different colour or tone variations that are complementary to the main facade material are to be incorporated. At least one of the secondary materials on the first floor is to be a different material to that on the ground floor to provide vertical interest and variation to the facade of the home.
- Additional material types to be incorporated include timber, feature stonework, weatherboard, fibre-cement sheeting, marine grade plywood or other architectural style claddings.

External colour selection

- The colours of the main material on the front facade are to be of natural, earthy and neutral tones. Red or black tones are not permitted.
- Brickworks with red or black tones will not be considered as the main material of the home.
- Accent material colours should complement the main material, and be used to express individuality for the home. In these architectural elements, stronger colours can be used to highlight architectural features.
- Gutter colours should match the colour of the roof material, to emphasis the roof and eaves as a consistent element.
- Downpipes or vertical guttering should not be highlighted and should be coloured to blend into the adjacent wall colour.

4. CORNER LOTS

Wrapping the corner

- Houses on corner lots must have some form of articulation that addresses both streets and that is visible to the public. The articulation should be incorporated on the primary facade and should wrap around the corner to also be incorporated on the secondary facade. Examples of these could be as follows:
- A verandah, portico or pergola of substantial bulk that utilises, and wraps around, both facades.
- Recessing or projecting architectural elements that are substantial enough to articulate the corner.
- Windows that address both streets.

Secondary street treatment

- Blank walls are not permitted on the secondary street, and the secondary street wall must also be articulated. Windows should be incorporated on the secondary facade, and they should be of similar material, profile, finish and colour as those used on the primary facade.
- On the side wall that faces the secondary street no straight section of the wall should be longer than 12m. A step of at least 900mm should be incorporated to break up these sections and to provide interest to the facade along the secondary street.

5. GARAGES

Garage widths

- Garages are to be setback a minimum of 1m from the main building line of the house, to ensure that they minimise scale and that they are not a dominant feature of the home.
- Double garages should be no more than 6.5m wide externally.
- Triple Garages are not permitted.
- Car ports are not permitted.

Garage colour and material

- The Garage Door is to be either Panel Lift, Panel Glide, or Tilt-A-Door style. Roller Door garages are not permitted.
- Where doors are not single panel, any door or material patterns should be horizontally orientated.
- The garage is to be constructed in the same materials and style as the house, to add to and complement the overall design of the home.

6. DRIVEWAYS AND CROSSOVERS

Driveway colour and material

- Between the kerb and the property boundary the driveway is to be of a consistent width (tapered or splayed crossovers are not permitted).
- The maximum width for the driveway crossover is 4m.
- Driveways are to be offset at least 500mm from nearest side boundary. Shrubs and/or other plants are to be provided to screen the gap in between the driveway side boundary.

- Driveways are to be constructed of a single-colour concrete or paver. The colour of the driveway must be a grey tone, and must be shown on the dwelling and/or landscape drawings. Driveways in stencilled / stamped, high gloss or reflective sheen finishes are not permitted.
- Driveway crossovers (between the kerb and the property boundary) are to be constructed using the material, colour and grades specified in Blacktown City Council's invert and crossover details, available from Council.

7. LANDSCAPING

Front landscaping

Generally, the aim is for residents to all contribute towards greening of the streetscape and integrating into a pleasant landscaped setting. Native evergreen, broad canopy trees are preferred, with smaller trees providing accent planting for colour and foliage.

Each lot is to provide and maintain:

- a feature tree with a minimum pot size of 100L planted in the front setback, at least 3m from the house.
- Or: A minimum of three trees (two min 45L and one min 100L), two within the front yard, one within the back yard
- a minimum 400mm wide garden bed along the front boundary line with 300mm pot size hedging plants every 300mm at a maximum spacing.
- Mass planting beds - minimum of 15m^2 across two beds within the front yard.
- Artificially coloured pebbles or stones are not permitted within public view.
- Artificial turf is not permitted within public view.
- Lush planted front garden areas minimum 15m^2, spread between two similar garden areas. Gardens are to have minimum 4 plants per m^2. For corner lots one planting bed must be located on the secondary frontage.
- A defined footpath is to be provided as a walkway from the front boundary to the entrance of the home. Path colour and finish to be similar to the driveway.
- Garden ornaments and artwork is to be discrete and not visually prominent.

8. FENCING AND RETINING WALLS

Side and rear fencing

- Side and rear boundary fencing must be 1.8m high lapped and capped timber fencing with natural or clear finish. Side boundary fencing must be setback at least 2m behind the main building line.
- Side gates may be provided for security, gates must be aluminium steel battens with 20mm gap in the colour Grey Ridge.
- Where the fencing is constructed on top of the retaining wall, the height of the fence must be the same as a normal ground level fence i.e. 1.8m high.

Front fencing

- Fencing can be in the form of hedge or mass planting.

Corner lot side fencing
(secondary street frontage)

- A 150mm wide planting strip is to be planted to the front of the fence.

  Secondary fencing for the corner lots must be:
- 1.8 m high constructed of masonry piers with (face brick or painted render to complement the dwelling colours) in between every second panel infill of either:
- COLORBOND™ fencing (Lysaght Spanscreen™ or Smartscreen™) in Grey Ridge or
- COLORBOND™ batten infill panels in Grey Ridge; or
- Lapped and capped timber fencing with natural or clear finish.

  The secondary street side boundary fencing must be setback at least 4m behind the main building line or behind the secondary facade articulation.

9. EXTERIORS

Outbuildings

The appearance of any outbuildings should be carefully designed:

- if less than 10sqm they must be constructed in an approved finish to complement the house;
- if greater than 10sqm they must be constructed so that the external appearance matches the main house in colours, materials and style.

Screening

- Ground-mounted equipment must be screened from public view and must not be visible from any street or public reserve. This includes but is not limited to: heating and cooling units, rubbish disposal containers, swimming pools, boats, caravans, rain water tanks and clothes hoists.
- Non-ground mounted equipment must be located to minimise its visual impact on the street. They generally should not be visible from the street or any public reserve. This includes, but is not limited to: satellite dishes, TV aerials, external hot water services, water tanks, air-conditioning units, heating units, spa pumps, outbuildings etc.

Letter Boxes

- Must be constructed out of Sandstone rendered or masonry materials in a colour or tone that complements the colour of the driveway and/or house.
- The street number on the letterbox should be large enough to be visible from the street and complement the overall design intent of the home.
- A letter box must be provided to your home prior to occupation.

SANDSTONE
RIDGE

DESIGN VARIATION:

Where designs are proposed that vary from these Design Guidelines they will be assessed on their design merit by the Design Review Panel. Variations will only be considered where it can be demonstrated that they still achieve the desired objectives for the creation of an aspirational community in Sandstone Ridge.

HOUSE DESIGN AND LANDSCAPE PLAN:

Dihe Group will accept and approve separately, home design and landscape plans if required. Owners are reminded that plans are to be endorsed and stamped by Dihe Group prior to commencement and to ensure eligibility for the return of design and landscaping bonds on completion.

Disclaimer of Liability: It should be noted that meeting the controls described in this Design Essentials document and securing endorsement from Dihe Group does not constitute an approval from your relevant Council or certification from an Accredited Certification Authority. In the event that Dihe Group allows a variation from these Design Essentials, the variation will neither set a precedent nor imply the approval will be repeated by Dihe Group or supported by an Accredited Certification Authority or relevant Council. All information is subject to change without notice.

Attachment 8 Land Tax Certificate under section 47 of the Land Tax Management Act 1956

Enquiry ID	3065751
Agent ID	81429403
Issue Date	24 Apr 2019
Correspondence ID	1688821725
Your reference	1902087

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1200170/567	ALDERTON DRVE COLEBEE 2761	$16 300 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?
A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details


Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au


1300 139 816*


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.


landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

Attachment 9 Draft Preliminary Plan Documents

M.G.A. NORTH SCIMS

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	66°57'45"	3.855	3.855	44.5
2	57°06'45"	6.3	6.315	24.55
3	354°58'20"	5.665	5.68	21.505
4	339°47'20"	38.39	44.925	23.5
5	146°25'25"	32.115	41.415	17.205
6	191°23'45"	9.705	9.99	12
7	105°58'55"	7.055	8.64	4
8	60°38'55"	12.465	12.645	21.5
9	85°17'20"	25.555	25.565	248
10	85°17'10"	23.935	23.945	232
11	75°18'20"	18.835	18.84	248
12	340°55'05"	6.155	6.17	26.495
13	305°59'45"	8.525	8.88	9
14	274°21'10"	4.345	4.345	36.5
15	58°01'30"	4.255	4.26	26.5
16	29°14'50"	7.375	7.6	9
17	356°22'05"	11.06	11.105	36.5

SCHEDULE of LINES

No	Bearing	Distance	No	Bearing	Distance	No	Bearing	Distance	No	Bearing	Distance	No	Bearing	Distance
18	73°59'10"	2.305	35	31°31'40"	5.56	52	167°28'55"	24	69	149°09'15"	9.62	86	164°47'05"	8.67
19	71°23'35"	1.785	36	347°28'55"	6	53	122°28'55"	7.07	70	170°32'30"	2.655	87	162°45'55"	8.98
20	70°17'15"	2.715	37	79°30'20"	14.51	54	77°28'55"	5	71	134°58'45"	5.83	88	177°30'00"	2.805
21	51°24'10"	1.07	38	167°28'55"	5	55	347°28'55"	26.525	72	82°28'45"	8.995	89	192°27'25"	17.36
22	357°54'40"	4.83	39	124°37'15"	7.33	56	77°28'55"	20	73	132°28'45"	1.62	90	227°21'05"	6.425
23	257°29'05"	17.725	40	34°35'45"	6.805	57	77°28'55"	30.79	74	176°01'05"	9.225	91	171°00'55"	14.46
24	339°45'20"	29	41	347°28'55"	4.54	58	347°37'55"	12.2	75	185°02'25"	6.725	92	121°29'20"	12.9
25	28°16'20"	17	42	77°28'55"	16	59	347°29'25"	17.895	76	191°08'20"	9.98	93	160°37'20"	12.81
26	335°44'50"	15	43	167°28'55"	5	60	170°09'55"	9.625	77	192°17'10"	10.855	94	145°10'15"	13.8
27	257°29'05"	9	44	122°28'55"	7.07	61	154°20'10"	12.52	78	186°28'45"	10.21	95	169°33'50"	10.355
28	347°29'05"	20.75	45	77°28'55"	20	62	144°12'45"	4.125	79	194°33'10"	9.505	96	142°14'35"	11.415
29	272°28'50"	12.93	46	347°28'55"	25	63	178°08'10"	6.395	80	214°09'30"	12.675	97	132°21'40"	12.015
30	2°28'50"	10.385	47	167°28'55"	21.715	64	197°56'15"	5.655	81	218°52'00"	2.67	98	150°15'55"	5.98
31	92°28'50"	12.35	48	77°28'55"	2.815	65	182°18'50"	2.955	82	177°53'35"	7.77	99	166°57'35"	7.7
32	2°28'45"	17.47	49	32°28'55"	7.07	66	160°58'55"	11.45	83	163°49'35"	7.06	100	138°23'15"	20.215
33	77°29'05"	13.5	50	347°28'55"	24	67	181°05'20"	8.35	84	165°14'45"	6.355	101	77°29'05"	2.505
34	77°28'55"	13.085	51	77°28'55"	16	68	149°09'15"	5.54	85	116°14'15"	7.705	102	347°29'15"	19

(A3) EASEMENT FOR STORMWATER DRAINAGE PURPOSES 3 WIDE (D.P.1211538)

(Z) EASEMENT TO DRAIN WATER 2.5 WIDE (D.P.11991446)

RMDH&W FD. 212°16'-4.545 200°52'-20.955 (D.P.1191446)

1029 D P 1 1 9 1 4 4 6

167° 30' 15" 154.62 40"

RMDH&W 257°30'25"-3.385

RMDH&W FD. 212°38'30"-26.24 (D.P.1191446) 212°30'15"-4.735 BY ME

347° 37' 55" 49.025 343° 48' 45" - 75.2

ROAD

SSM186373 FD.

348° 49' 23" - 79.403

SSM186368 FD.

347° 37' 06" - 77.861

SSM186369 FD.

351° 20' 12" - 101.638

VICTORY (VARIABLE WIDTH)

47 D P 1 1 7 5 1 3 8

5 6 D P 2 7 5 3 6 7 8

28' 412.685

RM NOT FD. (D.P.1200170)

109.475

257° 232.86

RMDH&W FD. 67°44'30"-16.145 (D.P.1200170)

RICHMOND ROAD

564 565

D P 1 2 0 0 1 7 0

SHORT LINES 60-100 ALONG CREEK 164° 31' 50" - 322.26

CENTRE OF CREEK IS BOUNDARY

9° 03' 20" 44.2

4° 16' 20" 29.175

257°31'20"-13.245

357°04'25" 28.875

347° 28' 40" 48.79

102 2.967ha

101 9.484ha

562

(A3)

DP1211538

87.66 45" 25' 167°

566

D P 1 2 0 0 1 7 0

PIMLICO CRESCENT

77° 29' 127.825

RMDH&W FD. 52°26'30"-7.965 (D.P.1200170)

100 20" 65.165

SEE DIAGRAM SEVEN

SSM196865 FD. 69°40'45"-4.77 TO COR. (D.P.1200170)

80° 48' 26" - 69.123 SSM191325 FD. 82° 01' 07" - 154.709 SSM191327 FD. 'A' 78° 54' 43" - 120.531 SSM191329 FD. 'B' 76° 15' 23" - 139.941 SSM191328 FD. 75° 33' 08" - 150.507 SSM177570 FD.

SEE SHEET TWO

SEE SHEET THREE

SEE SHEET THREE

ALDERTON DRIVE (VARIABLE WIDTH)

COORDINATE+HEIGHT SCHEDULE

Mark	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE	LEVEL	CLASS	ORDER	HT-VALIDATION
SSM177570	301099.413	6266548.983	C	3	SCIMS	Found	45.000	U	U	SCIMS
SSM186368	301067.450	6266725.546	C	3	SCIMS	Found	46.190	D	5	SCIMS
SSM186369	301084.131	6266649.485	C	3	SCIMS	Found	48.770	D	5	SCIMS
SSM186373	301052.059	6266803.455	C	3	SCIMS	Found	45.640	D	5	SCIMS
SSM191325	300546.175	6266433.510	C	3	SCIMS	Found	33.000	U	U	SCIMS
SSM191327 'A'	300699.407	6266455.013	C	3	SCIMS	Found	34.000	U	U	SCIMS
SSM191328	300953.650	6266511.436	C	3	SCIMS	Found	39.000	U	U	SCIMS
SSM191329 'B'	300817.698	6266478.195	C	3	SCIMS	Found	35.000	U	U	SCIMS
SSM196865	300477.925	6266422.476	D	4	SCIMS	Found	33.000	U	U	SCIMS
SSM210316	300679.466	6266536.336	U	U	Traverse	Placed	32.660	U	U	Traverse
SSM210317	300797.660	6266553.510	U	U	Traverse	Placed	34.985	U	U	Traverse
SSM210318	300937.313	6266593.925	U	U	Traverse	Placed	38.985	U	U	Traverse
SSM210319	301015.628	6266605.996	U	U	Traverse	Placed	43.775	U	U	Traverse

Date 2019-05-21 Scale 1.000078 GDA94 Zone 56 AHD71

SCHEDULE of PM LINES

Marks		Survey		MGA-Ground	
SSM196865	SSM191325	80°48'26"	69.123	80°48'59"	69.131
SSM191325	SSM191327	82°01'07"	154.709	82°00'43"	154.721
SSM191327	SSM191329 'A'-'B'	78°54'43"	120.531	78°54'43"	120.531
SSM191329	SSM191328	76°15'23"	139.941	76°15'38"	139.946
SSM191328	SSM177570	75°33'08"	150.507	75°33'19"	150.509
SSM177570	SSM186369	351°20'12"	101.638	351°21'15"	101.649
SSM186369	SSM186368	347°37'06"	77.861	347°37'49"	77.863
SSM186368	SSM186373	348°49'23"	79.403	348°49'30"	79.409
SSM191327	SSM210316	346°14'29"	83.747		
SSM210316	SSM210317	81°43'58"	119.435		
SSM210317	SSM210318	73°51'35"	145.383		
SSM210318	SSM210319	81°14'16"	79.240		
SSM210319	SSM186369	57°34'37"	81.043		
SSM210318	SSM191328	168°49'60"	84.098		

DIAGRAM SEVEN 1:600

48.86 257° 29' 20"

SURVEYOR Name: Ian Vincent Myers Date: 21st May, 2019. Reference: 22063-C	PLAN OF SUBDIVISION OF LOT 567 D.P.1200170	L.G.A: BLACKTOWN Locality: COLEBEE Reduction Ratio: 1: 1600 Lengths are in metres	REGISTERED	D.P.1234899

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	77°48'25"	2.64	2.64	232
2	263°52'45"	12.745	12.77	57.2
3	293°11'30"	3.43	3.515	4.55
4	322°14'05"	5.8	5.81	29.395
5	179°50'55"	14.32	14.415	36.05
6	230°31'00"	6.645	6.67	23.895
7	167°56'20"	0.565	0.565	36.05
8	77°58'55"	4.33	4.33	248
9	79°39'20"	10.155	10.16	248
10	81°59'15"	10.03	10.03	248
11	84°18'35"	10.07	10.07	248
12	86°38'40"	10.13	10.13	248
13	86°54'20"	10.965	10.965	232
14	88°01'50"	1.71	1.71	248
15	84°15'35"	10.07	10.07	232
16	81°50'35"	10.03	10.03	232
17	79°22'10"	10.005	10.005	232
24	85°17'20"	25.555	25.565	248
25	85°17'10"	23.935	23.945	232
26	32°28'50"	30.405	33.77	21.5
38	66°57'45"	3.855	3.855	44.5
39	57°06'45"	6.3	6.315	24.55

SCHEDULE of LINES

No	Bearing	Distance
18	352°04'55"	5.945
19	33°13'05"	9.3
20	77°28'55"	15.22
21	77°38'55"	2.36
22	317°43'30"	5.4
23	122°29'05"	7.07
27	31°31'40"	5.56
28	347°28'55"	6
29	167°28'55"	5
30	124°37'15"	7.33
31	34°35'45"	6.805
32	347°28'55"	4.54
33	167°28'55"	5
34	122°28'55"	7.07
35	73°59'10"	2.305
36	71°23'35"	1.785
37	70°17'15"	2.715
39	57°06'45"	6.3
40	51°24'10"	1.07
41	357°54'40"	4.83
61		
62		

DIAGRAM ONE
1:600

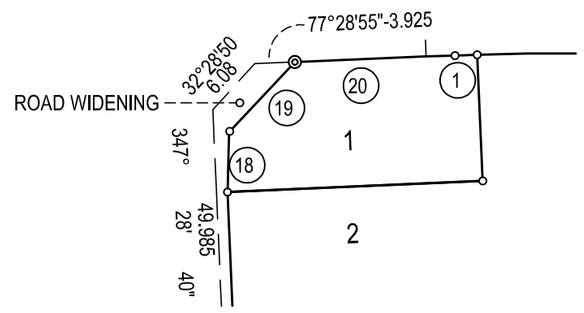
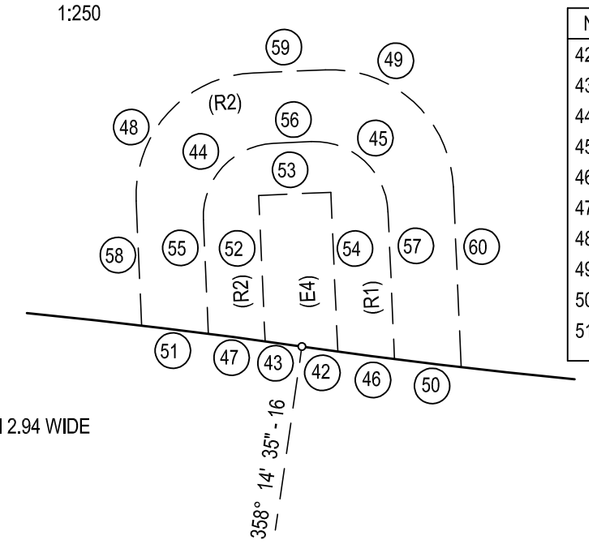


DIAGRAM TWO
1:250



SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
42	268°02'10"	1.665	1.665	232
43	268°05'20"	1.325	1.325	248
44	32°28'55"	4.245	4.71	3
45	122°28'55"	4.245	4.71	3
46	267°32'35"	2.335	2.335	232
47	267°40'00"	2.335	2.335	248
48	32°28'55"	7.07	7.855	5
49	122°28'55"	7.07	7.855	5
50	266°55'00"	2.735	2.735	232
51	267°04'50"	2.74	2.74	248

SCHEDULE of LINES

No	Bearing	Distance
52	167°28'55"	5.5
53	77°28'55"	2.94
54	167°28'55"	6.05
55	347°28'55"	4.185
56	77°28'55"	1.54
57	167°28'55"	5.555
58	347°28'55"	4.63
59	77°28'55"	2.94
60	167°28'55"	6.905

(E1) EASEMENT TO DRAIN WATER 1.25 WIDE

(E4) EASEMENT FOR PADMOUNT SUBSTATION 2.94 WIDE

(R1) RESTRICTION ON THE USE OF LAND

(R2) RESTRICTION ON THE USE OF LAND

(E7) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

(E71) EASEMENT FOR ACCESS AND MAINTENANCE 1.25 WIDE

M.G.A. NORTH SCIMS

101
SEE SHEET ONE

102
SEE SHEET ONE

IRVINGTON ROAD (16WIDE)

BROADWATER STREET (16 WIDE)

SANDLEWOOD CRESCENT (16 WIDE & VAR.)

SANDLEWOOD (16 WIDE)

STAPLETON CRESCENT (16 WIDE & VAR.)

ALDERTON DRIVE (VARIABLE WIDTH)

SEE SHEET TWO
83
84

SSM210316
SSM210317
SSM210318
SSM191327 FD. 'A'
SSM191328 FD.
SSM191329 FD. 'B'

RMDH&W FD, 55°03'10"-8.99 20°09'20"-15 (D.P.1211538)
RMDH&W FD, 314°45'50"-3.405 (D.P.1211538)
RMDH&W FD, 149°35'50"-6.21 104°57'00"-13.655 (D.P.1211538) 148°13'45"-5.525

ROAD WIDENING SEE DIAGRAM ONE
ROAD WIDENING SEE DIAGRAM THREE
ROAD WIDENING 120m²

SEE DIAGRAM TWO

RMSSM210316 0°32'15"-16.745
RMSSM210317 136°12'45"-3.945
RMSSM191329 332°03'10"-20.605
RMSSM191328 300°30'35"-24.705

82° 01' 07" - 154.709 FROM SSM191325 FD.
78° 54' 43" - 120.531
76° 15' 23" - 139.941
253° 51' 35" - 145.383
261° 43' 58" - 119.435
261° 14' 15" - 79.24 FROM SSM210319
332° 47' 25" 16.505
75° 33' 08" - 150.507 TO SSM177570 FD.

RMDH&W 168°59'45"-3.355 RMSSM210318 128°59'20"-15.995
RMDH&W 263°28'00"-3.53 255°14'20"-12.615
RMDH&W 274°39'15"-3.605 271°55'10"-13.02
RMDH&W 39°-6.67
RMDH&W 303°-6.58
RMDH&W 341°40'30"-7.495
RMDH&W 34°31'40"-6.705
RMDH&W 188°56'25"-3.48 186°16'40"-12.635
RMDH&W 195°00'40"-14.12
RMDH&W 180°43'30"-3.47 181°03'00"-12.88
RMDH&W 77°19'50"-3.32 77°10'25"-12.585

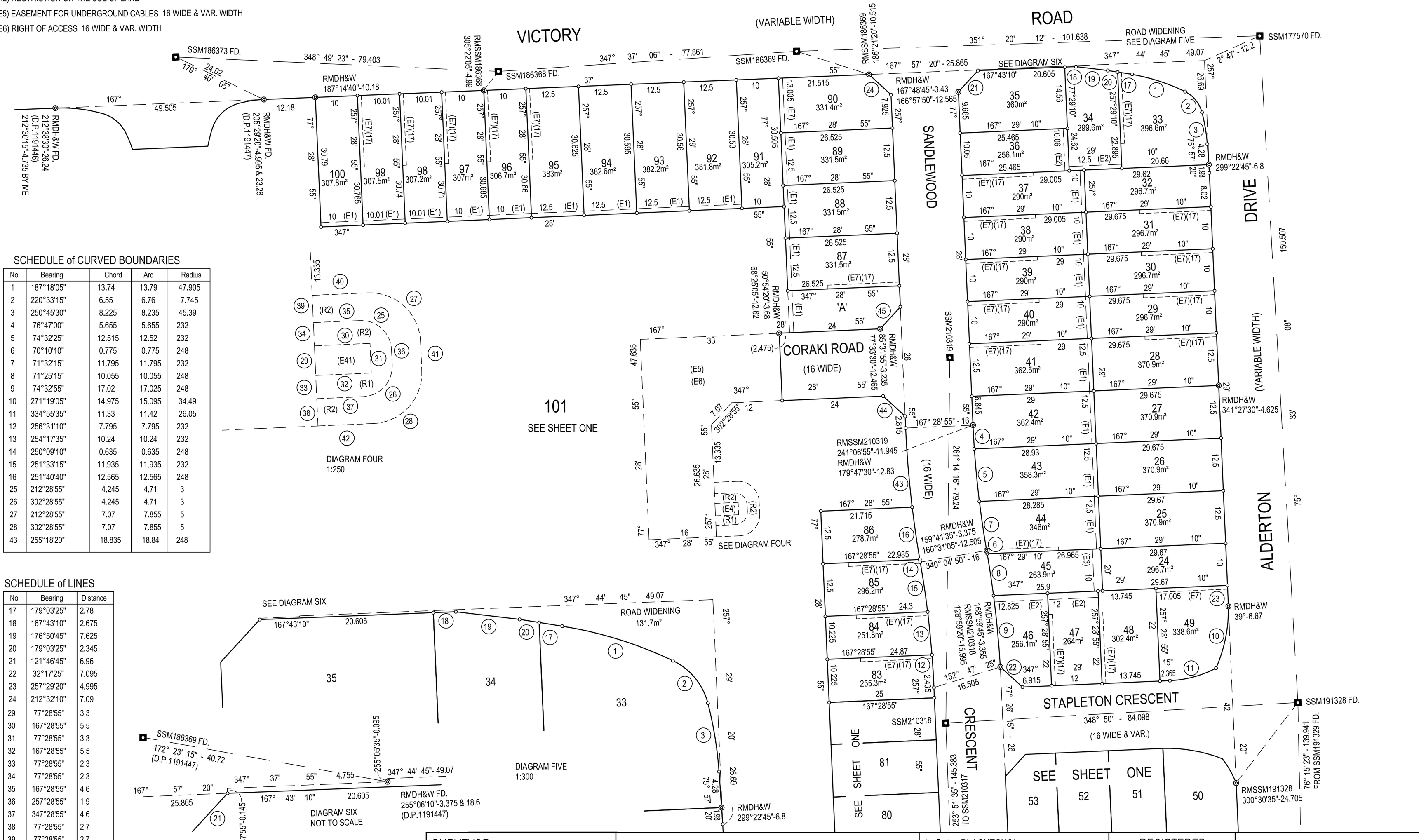
DIAGRAM THREE
1:600
CH:90°42'-15.655
A:15.795 R:34.55

SURVEYOR Name: Ian Vincent Myers Date: 21st May, 2019. Reference: 22063-C	PLAN OF SUBDIVISION OF LOT 567 D.P.1200170	L.G.A: BLACKTOWN Locality: COLEBEE Reduction Ratio: 1: 600 Lengths are in metres	REGISTERED	D.P.1234899

(E1) EASEMENT TO DRAIN WATER 1.25 WIDE
(E2) EASEMENT TO DRAIN WATER 1.5 WIDE
(E3) EASEMENT TO DRAIN WATER 2 WIDE
(E4) EASEMENT FOR PADMOUNT SUBSTATION 2.94 WIDE
(E41) EASEMENT FOR PADMOUNT SUBSTATION 3.3 WIDE
(R1) RESTRICTION ON THE USE OF LAND
(R2) RESTRICTION ON THE USE OF LAND
(E5) EASEMENT FOR UNDERGROUND CABLES 16 WIDE & VAR. WIDTH
(E6) RIGHT OF ACCESS 16 WIDE & VAR. WIDTH
(E7) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

'A' BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (E7)

M.G.A. NORTH
SCIMS



SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	187°18'05"	13.74	13.79	47.905
2	220°33'15"	6.55	6.76	7.745
3	250°45'30"	8.225	8.235	45.39
4	76°47'00"	5.655	5.655	232
5	74°32'25"	12.515	12.52	232
6	70°10'10"	0.775	0.775	248
7	71°32'15"	11.795	11.795	232
8	71°25'15"	10.055	10.055	248
9	74°32'55"	17.02	17.025	248
10	271°19'05"	14.975	15.095	34.49
11	334°55'35"	11.33	11.42	26.05
12	256°31'10"	7.795	7.795	232
13	254°17'35"	10.24	10.24	232
14	250°09'10"	0.635	0.635	248
15	251°33'15"	11.935	11.935	232
16	251°40'40"	12.565	12.565	248
25	212°28'55"	4.245	4.71	3
26	302°28'55"	4.245	4.71	3
27	212°28'55"	7.07	7.855	5
28	302°28'55"	7.07	7.855	5
43	255°18'20"	18.835	18.84	248

SCHEDULE of LINES

No	Bearing	Distance
17	179°03'25"	2.78
18	167°43'10"	2.675
19	176°50'45"	7.625
20	179°03'25"	2.345
21	121°46'45"	6.96
22	32°17'25"	7.095
23	257°29'20"	4.995
24	212°32'10"	7.09
29	77°28'55"	3.3
30	167°28'55"	5.5
31	77°28'55"	3.3
32	167°28'55"	5.5
33	77°28'55"	2.3
34	77°28'55"	2.3
35	167°28'55"	4.6
36	257°28'55"	1.9
37	347°28'55"	4.6
38	77°28'55"	2.7
39	77°28'55"	2.7
40	167°28'55"	5.5
41	257°28'55"	3.3
42	347°28'55"	5.5
44	32°28'55"	7.07
45	122°28'55"	7.07

SURVEYOR	PLAN OF SUBDIVISION OF	L.G.A: BLACKTOWN	REGISTERED	D.P.1234899
Name: Ian Vincent Myers	LOT 567 D.P.1200170	Locality: COLEBEE		
Date: 21st May, 2019.		Reduction Ratio: 1: 600		
Reference: 22063-C		Lengths are in metres		

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Full name and address of the owner of the land: LegPro 20 Pty Ltd
c/- Level 42, 2 Park Street
SYDNEY. 2000.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.25 wide (E1)	11	12
		10	11 & 12
		9	10-12 incl
		8	9-12 incl
		7	8-12 incl
		6	7-12 incl
		3	6-12 incl
		2	3, 6-12 incl
		1	2, 3, 6-12 incl
		52	51
		53	51, 52
		37	33-36 incl
		38	33-37 incl
		39	33-38 incl
		40	33-39 incl
		41	33-40 incl
		42	33-41 incl
		43	33-42 incl
		44	33-43 incl
		89	90
		88	89, 90
		87	88, 89, 90
		101	87-90 incl
		92	91

…….. ……..
(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

Ref: 22063

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.25 wide (E1)	93 94 95 96 97 98 99 100	91, 92 91-93 incl 91-94 incl 91-95 incl 91-96 incl 91-97 incl 91-98 incl 91-99 incl
2.	Easement to drain water 1.5 wide (E2)	34 36 47 46	33, 35, 36 35 33-45 incl 47, 33-45 incl
3.	Easement to drain water 2 wide (E3)	45	33-44 incl
4.	Easement for padmount substation 2.94 wide (E4)	101	Epsilon Distribution Ministerial Holding Corporation
5.	Easement for padmount substation 3.3 wide (E41)	101	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the use of land (R1)	Pt 101 designated (R1)	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the use of land (R2)	Pt 101 designated (R2)	Epsilon Distribution Ministerial Holding Corporation
8.	Easement for underground cables 16 wide & var. width (E5)	101	Epsilon Distribution Ministerial Holding Corporation
9.	Right of access 16 wide & var. width (E6)	101	Epsilon Distribution Ministerial Holding Corporation

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10.	Easement for access and maintenance 0.9 wide (E7)	1 2 3 5 6 7 9 10 11 12 13 19 20 21 22 51 52 55 56 57 58 59 63 64 65 66 67	2 3 4 6 7 8 10 11 12 13 14 20 21 22 23 52 53 54 55 56 57 58 62 63 64 65 66

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(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10. continued	Easement for access and maintenance 0.9 wide (E7)	68	67
		69	68
		70	69
		71	70
		101	72
		72	73
		73	74
		76	77
		77	78
		78	79
		81	82
		82	83
		28	29
		29	30
		30	31
		31	32
		33	34
		37	36
		38	37
		39	38
		40	39
		41	40
		44	45
		47	46
		48	47
		49	24
		83	84
		84	85

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(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10. continued	Easement for access and maintenance 0.9 wide (E7)	85 87 90 95 96 97 98 99	86 area desig. 'A' within 101 91 96 97 98 99 100
11.	Easement for access and maintenance 1.25 wide (E71)	1	71
12.	Restriction on the use of land	1-100 incl	Blacktown City Council
13.	Restriction on the use of land	1-4 incl, 53-58 incl, 63-67 incl, 72, 73, 74, 77, 78, 79, 24, 29-32 incl, 34, 36-40 incl, 45, 46, 47, 82-86 incl	Blacktown City Council
14.	Positive covenant	1 and 102	Blacktown City Council
15.	Positive covenant	1-100 incl	Blacktown City Council

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(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre 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.	Easement for batter 15 wide (X) (AJ599396)	567/1200170	Blacktown City Council
2.	Easement for batter and support variable width (Y) (D.P.1191446)	567/1200170	Blacktown City Council

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(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Part 2 (Terms)

1. Terms of Easements for Padmount Substation (E4) 2.94 wide numbered four and (E41) 3.3 wide numbered five in the abovementioned plan

The 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'.

2. Terms of Restriction on the Use of Land (R1) numbered six in the abovementioned plan

2.1 Definitions:

2.1.1 **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;

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

2.1.3 **erect** includes construct, install, build and maintain;

2.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

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

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

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

2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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

2.4.2 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.

3. Terms of Restriction on the Use of Land (R2) numbered seven in the abovementioned plan

3.1 Definitions:

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

3.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

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

3.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

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

3.3.2. 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 .

4. Terms of Easement for underground cables 16 wide & var. width (E5) numbered eight in the abovementioned plan

The terms set out in Memorandum No AK104616 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

This easement will cease to have effect when the easement site is dedicated as Public Road.

5. **Terms of Right of access 16 wide & var. width (E6) numbered nine in the abovementioned plan**

The terms set out in Part 11 Schedule 4 of the Conveyancing Act, 1919 are incorporated into this document. This easement will cease to have effect when the easement site is dedicated as Public Road.

6. **Terms of Easements for Access & Maintenance 0.9 wide (E7) & 1.25 wide (E71) numbered ten and eleven in the abovementioned plan**

(a) The owner of the lot benefited and each person authorised by them may:

(i) enter the burdened lot:

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(A) but only within the site of this easement (**Easement Site**); and

(B) with or without materials, tools and equipment; and

(ii) remain there for any reasonable time,

for the purpose of:

(iii) repairing, maintaining, renewing, replacing, painting, inspecting or carrying out any other work in connection with any dwelling, building or other structure on the benefited lot; or

(iv) pruning, trimming or maintaining landscaping on the benefited lot or carrying out any landscaping work on the benefited lot.

(b) The owner of the lot benefited and each person authorised by them:

(i) may do anything reasonably necessary for the purpose of exercising the rights under this easement, including without limitation:

(A) entering the burdened lot; and

(B) taking anything onto the burdened lot; and

(ii) in exercising the rights under this easement, must:

(A) ensure all work to the burdened lot is done properly;

(B) cause as little inconvenience as is practicable to the owner and any occupier of the burdened lot;

(C) cause as little damage as is practicable to the burdened lot and any improvements on it;

(D) restore the burdened lot as nearly as practicable to its former condition; and

(E) make good any collateral damage.

(c) The owner of the burdened lot must not:

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(i) allow any building or other structure to be erected or placed on the Easement Site, apart from an eave or gutter of the main building on the burdened lot or any permanent underground services to the main building; or

(ii) carry out any excavation or filling within the Easement Site more than 500mm below ground level. Any excavation or filling shall be located and retained so as not to impact on any dwelling, building or other structure on the benefited lot that is adjacent to the Easement Site.

(d) The grant of this easement is made subject to the right of the owner of the burdened lot to:

(i) carry out repairs, maintenance or improvements to any landscaping within the Easement Site;

(ii) install a security gate across the Easement Site, provided that the owner of the benefited lot is provided with a key or other access device.

7. Terms of Restriction on the Use of Land numbered twelve in the abovementioned plan

The wall of any dwelling on the Lot(s) hereby burdened is not to be located within 900mm of the side boundary unless there is a registered access and maintenance easement on the adjoining property extending the length of the wall.

8. Terms of Restriction on the Use of Land numbered thirteen in the abovementioned plan

(a) For the purposes of this restriction:

(i) **BEP** means the building envelope plan approved under the Development Consent;

(ii) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(iii) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

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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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

(b) No building or other structure of any kind is permitted on the burdened lot that is not within the BEP and compliant with the Blacktown City Council Growth Centre Precincts Development Control Plan.

9. Terms of Positive Covenant numbered fourteen in the above mentioned plan

The owner of the burdened lot must maintain Lot 102 in the above mentioned plan (**Lot 102**) in accordance with the Vegetation Management Plan cited as 'Eco Logical Australia 2016. Townson Road, Marsden Park. Vegetation Management Plan' version 4 dated 27.10.17 as an ecologically sensitive area. Activities on Lot 102 must not degrade the environmental or ecological condition of that lot and be consistent with the intention of the E2 zoning. Failure to do so may result in remedial action by Blacktown City Council at the owner expense.

10. Terms of Positive Covenant numbered fifteen in the above mentioned plan

(a) For the purposes of this covenant:

(i) **BAL Chart** means the BAL Chart approved under the Development Consent;

(ii) **BAL Map** means the Bush Fire Attack Level Map approved under the Development Consent;

(iii) **BAL Rating** means bush fire attack level rating, as shown in the BAL Map;

(iv) **Construction Requirements** means the requirements set out in the BAL Chart;

(v) **Development Consent** means development consent determination number DA-16-04442, as modified from time to time, including without limitation by any Modification; and

(vi) **Modification** includes a modification under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) issued prior to or after the registration of the plan to which this instrument relates.

DRAFT

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

(b) If there is a BAL Rating for the burdened lot, the owner of the burdened lot must ensure that any construction or other work carried out on the burdened lot complies with any applicable Construction Requirements that apply to the relevant BAL Rating.

Name of Authority empowered to release, vary or modify terms of easements and restrictions numbered four, five six, seven, eight and nine in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation .

Name of Authority empowered to release, vary or modify terms of covenants and restrictions numbered 12-15 in the abovementioned plan

Blacktown City Council.

Name of Authority whose consent is required for the release, variation or modification of easements and covenants numbered 10-15 in the abovementioned plan

Blacktown City Council

DRAFT

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

I certify that the attorney signed this instrument in my presence

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

…… Signature of Witness

…… Name of Witness

…… Address of Witness:
c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

…… Signature of Attorney

Name and position of Attorney:
Manager Property and Fleet

Power of Attorney:

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

Endeavour Energy reference:

……..

Date of signature: …….

DRAFT

…….. (Signatory LegPro 20 Pty Ltd)

…….. Authorised Person
Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.
Corporation: LegPro 20 Pty Ltd ACN 162 571 977
Authority: Section 127 Corporations Act 2001

…….	……
Signature of authorised person:	Signature of authorised person:
…….	…….
Name of authorised person: Office held: Sole Director / Secretary	Name of authorised person: Office held: Director
…….	……..
…… Address of authorised person:	……... Address of authorised person:

DRAFT

……..	……..
(Signatory LegPro 20 Pty Ltd)	Authorised Person Blacktown City Council

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 Conveyancing Act 1919.

Plan: Plan of subdivision of Lot 567 DP1200170 covered by Subdivision Certificate No.

Blacktown City Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993

…….
Signature of delegate

……..
Name of delegate

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

……..
Signature of Witness

……..
Name of Witness

……
Address of Witness

DRAFT

…….. ……..
(Signatory LegPro 20 Pty Ltd) Authorised Person
Blacktown City Council