

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>UPG 32 Pty Ltd ACN 610 452 296</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> <b>Level 1, 27 Hunter Street, Parramatta NSW 2150</b> <b>PO Box 227, Parramatta NSW 2124</b>	<b>Phone: 9633 1033</b> <b>Email: karen@hardmanassociates.com.au</b> <b>Fax: 9633 4936</b> <b>Ref: MH:KEH:200017</b> <b>E: karen@hardmanassociates.com.au</b>
date for completion	<b>See special condition 38</b>	(clause 15)
land (address, plan details and title reference)	<b>Proposed Lot /84 Cranbourne Road, Riverstone, New South Wales 2765</b> <b>Proposed Lot in an unregistered strata plan of subdivision allocated SP100714 being a subdivision of proposed lot 1 in proposed DP1254691 being a subdivision of lot 1 in DP1241241</b> <b>Part Folio Identifier 1/1241241</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex/Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

<b>vendor</b>	<div style="border: 1px dashed black; padding: 5px;"> <b>GST AMOUNT (optional)</b>                      The price includes                      GST of: \$                 </div>	<b>witness</b>
<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	<b>witness</b>

## Choices

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

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name: Universal Property Group Pty Ltd

Supplier's ABN: 98 078 297 748

Supplier's GST branch address (if applicable):

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

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

Supplier's phone number: 9636 2465

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
  - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

## 14 Adjustments

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
    - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
    - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
  - **Purchaser**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract - that address; or
      - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
  - 17.2 The vendor does not have to give vacant possession if –
    - 17.2.1 this contract says that the sale is subject to existing tenancies; and
    - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
  - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
  - 18.2 The purchaser must not before completion –
    - 18.2.1 let or part with possession of any of the *property*;
    - 18.2.2 make any change or structural alteration or addition to the *property*; or
    - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
  - 18.3 The purchaser must until completion –
    - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
    - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

84 Cranbourne Road RIVERSTONE NSW 2765

## ADDITIONAL CONDITIONS

### 30 DEFINITIONS AND INTERPRETATION

30.1 In this contract:

“Acceptable Increase” means an increase of less than or equal to 5% of the proportion of the unit entitlement of the Property to the total unit entitlement of the Strata Scheme specified on the draft strata plan annexed hereto;

“Acceptable Reduction” means a reduction in the Unit Area when compared to the draft strata plan annexed hereto which is less than or equal to 5%

“Act” means the Strata Scheme Management Act 2015;

“Building” means the residential strata unit building to be constructed on the Land known as

“Common Property” means the common property in respect of the Strata Scheme;

“Completion Date” means the date set out in Additional Condition 38;

“Council” means Blacktown City Council;

“Discharge” means a registrable discharge or withdrawal of an encumbrance;

“Deposit Holder” means Vendor’s Solicitor;

“Expert” means a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor;

“Land” means the land contained and described in part Folio Identifier 1/1241241 ;

“Lot” means the lot or lots referred to in “Land Plan – Unregistered Plan” on page 1;

“Major Defects” means a fault which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable.

“Owners Corporation” means the owners corporation constituted upon registration of the Strata Plan;

“Printed Conditions” means the conditions of sale contained in the Contract for the sale and purchase of land 2019 edition;

“Property” means the property being the Lot in the Strata Plan;

“Schedule of Inclusions” means the document entitled “Inclusion” annexed to this Contract;

“Strata Plan” means the draft strata plan a copy of which is annexed to this Contract, as that draft may be amended, varied or otherwise affected from time to time as contemplated in this Contract. It does not include any draft floor plan that may be annexed hereto.

“Strata Scheme” means the strata scheme constituted on registration of the Strata Plan;

“Sunset Date” means two (2) years from the date of this Contract;

“Unit” means the Unit referred to in “Land-Address” on page 1, and shown on the floor plan annexed hereto (if any), but not any courtyard area which may be included in the Lot;

“Unit Area” means the area of the residential portion of the Unit only as specified on the Strata Plan. It does not include any areas or dimensions that may be noted on any floor plan that may be annexed hereto;

“Works” means the construction of the Building.

### **31 AMENDMENTS TO PRINTED CONDITIONS**

The Printed Conditions shall be amended in the following manner:

31.1 Deleted.

31.2 Clause 5..2.1 is replaced with:

“if it arises out of this contract – within ten days after the day on which the Vendor serves notice of the registration of the documents referred to in schedule 1;”

31.3 Clause 5.2.2 is replaced with:

“if it arises out of anything served by the vendor on the purchaser – within ten days after the later of the day on which the vendor serves notice of the registration of the documents referred to in schedule 1 and the day of that service, and”

31.4 Clause 7.1.3. is replaced with:

“the purchaser does not serve notice waiving the claims within seven days after that service, and”

31.5 Clause 10.1, line 1 is replaced with:

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

31.6 Clauses 15, 16.8, 22, 23.9, 23.13, 23.14 and 28 are deleted

31.7 the words “plus another 20% of that fee” are deleted from the end of clause 16.5

31.8 “(this clause 20.6.3 applies to any document in an action in connection with this contract including, without limitation, any writ or summons or other originating process)” is inserted before the semi-colon at the end of clause 20.6.3.

## **32 REPRESENTATIONS AND WARRANTIES NEGATIVED**

32.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property.

32.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.

32.3 If a floor plan is annexed to this Contract the vendor does not warrant that the Unit will be constructed in accordance with that plan.

32.4 the purchaser acknowledges and agrees that they have obtained appropriate independent advice on and are satisfied about:

32.4.1 the purchaser’s obligations and rights under this contract; and

- 32.4.2 the nature of the property and the purposes for which the property may be lawfully used; and
- 32.4.3 the purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building

### **33 CONSTRUCTION OF THE WORKS**

- 33.1 Before completion the Vendor must cause the Works to be carried out in a proper and workmanlike manner. The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause. The Vendor must serve a copy of such Occupation Certificate on the purchaser.

### **34 SCHEDULE OF INCLUSIONS**

- 34.1 The Vendor must, prior to completion and in a proper and workmanlike manner:
  - 34.1.1 cause to be installed in the Unit the items specified in the Inclusions list;
  - 34.1.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this clause.
- 34.2 The Vendor reserves the right without being required to give any Notice to the Purchaser to:
  - 34.2.1 alter any finish specified in the Schedule of Inclusions to another finish of equivalent or higher quality; and
  - 34.2.2 alter any item to be installed in the Unit or the Common Property as specified in the Inclusions list to another item of equivalent or higher quality.
- 34.3 If any disagreement arises in connection with Additional Condition 34.2.2 or both;
  - 34.3.1 either the Vendor or the Purchaser may before the expiration of 1 month after the date of completion refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties

and the cost of the determination may be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs, and

- 34.3.2 the Purchaser may not make any objection, requisition or claim, delay completion of nor rescind or terminate this Contract and the Purchaser acknowledges that its sole remedy in relation to any disagreement arising in connection with the Additional Conditions 34.1 and 34.2 shall be the remedy set out in Additional Condition 34.3.1.

### **35 BUILDING DEFECTS**

- 35.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 35.2 If any disagreement arises in connection with Additional Condition 35.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 35.3 Except in the case of Major Defects the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion.

### **36 REGISTRATION OF STRATA PLAN**

- 36.1 This Contract is conditional upon the registration of a strata plan substantially in the form of the Strata Plan prior to the Sunset Date. The Vendor will serve notice of registration of strata plan to the purchaser once registered, and the right of rescission conferred by special condition 36.3 will be at an end.
- 36.2 The Vendor must use all reasonable endeavours to satisfy the condition in Additional Condition 36.1.
- 36.3 Should the condition in Additional Condition 36.1 not be satisfied either party may, by notice in writing, rescind this Contract, provided however, that the purchaser must first give to the vendor 14 days written notice of their intention

to rescind. The vendor may then give notice pursuant to special condition 36.4. The Purchaser acknowledges and agrees that their only right or remedy available in the event that the condition in Additional Condition 36.1 is not satisfied is the right of rescission contained in this clause, and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses howsoever arising.

36.4 The Vendor may extend the Sunset Date for such further period or periods as the Vendor may determine, due to any of the following:

36.4.1 inclement weather or conditions resulting from inclement weather;

36.4.2 any civil commotion, combination of workmen strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the property;

36.4.3 any delay in any approval required for development activities necessary or desirable for erection of the Building or completion of this contract; or

36.4.4 any matter or thing beyond the control of the vendor, including the fact that the vendor may have miscalculated the time required to complete construction of the development in order to comply with special condition 36.1.

36.5 The vendor is the sole determinator of the vendor's entitlement to extensions of time under Clause 36.4.

36.6 Written notice to the Purchaser or their legal representative in relation to extensions of time under clause 36.4 is final, conclusive and binding on the parties. There is no limit to the number of notices that the vendor may issue.

36.7 The Vendor may make variations to the Strata Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection requisition or claim for compensation nor rescind or terminate nor delay completion in respect of:

36.7.1 any increase or Acceptable Reduction in the Unit Area; or

36.7.2 any minor variation in the location of the unit from the location shown on the Strata Plan annexed, or

36.7.3 any allocation of the unit entitlement of the Property; or

- 36.7.4 any variation in the number of lots in the Strata Plan or the area, location, or unit entitlement of any lot other than the Property or the area or location of the Common Property; or
  - 36.7.5 any addition to or change to the By-Laws specified in the Act; or
  - 36.7.6 the location of any carparking space or storage area.
- 36.8 If the Vendor:
- 36.8.1 varies the Strata Plan so as to reduce the Unit Area to an extent which exceeds an Acceptable Reduction; or
  - 36.8.2 varies the Strata Plan so as to vary the location of the Unit to an extent which is other than minor when compared to the draft strata plan annexed, or
  - 36.8.3 increases the unit entitlement for the Property to an extent which exceeds an Acceptable Increase, then the Vendor shall notify the Purchaser in writing of such variation ("the Variation Notice") and the Purchaser may (subject to Additional Condition 36.11) rescind this Contract, in which case the provisions of Clause 19 hereof shall apply.
- 36.9 Any disagreement between the Vendor and the Purchaser in relation to whether a variation in the location of the Unit is other than minor must be notified in writing by the Purchaser to the Vendor within fourteen (14) days of the date of service of a copy of the varied Strata Plan. If so, and only if so notified, either party may refer the disagreement to an Expert and the Expert's decision will be final and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.
- 36.10 The right of rescission specified in Additional Condition 36.8 must be exercised within fourteen (14) days (time being of the essence) of the date of service of the Variation Notice, or if Additional Condition 36.9 applies, within fourteen (14) days (time being of the essence) of the date of the Expert's decision.
- 36.11 If the right of rescission conferred by Additional Condition 36.8 is not exercised within fourteen (14) days of the right of rescission accruing, this Contract remains binding in all respects as though that right of rescission had never arisen.
- 36.12 The Purchaser agrees that the right of rescission specified in Additional Condition 36.8 is the only remedy available to the Purchaser following receipt of a notification pursuant to Additional Condition 36.8 and the Vendor shall not be liable to the Purchaser for any damages, costs or expenses.

**37**     **TRANSFER**

- 37.1     The Purchaser must serve the form of Transfer within seven (7) days after the Vendor's Solicitors advise the Purchaser's Solicitor in writing of the Registration of the Strata Plan.

**38**     **COMPLETION DATE**

- 38.1     Completion of this Contract shall take place on the later of the following dates:

- (a) Twenty-eight (28) days from the date of this Contract; or
- (b) Twenty-one (21) days from and including the date upon which the Vendor's Solicitors notify the Purchaser's Solicitors in writing that the Strata Plan has been registered; or
- (c) Fourteen (14) days from and including the date upon which the Vendor's Solicitors serve on the Purchaser's Solicitors an Occupation Certificate in respect of the Building

("the Completion Date")

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

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

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

- 38.4.1     the purchaser must pay the Vendor interest on:

38.4.1.1 the balance of the price; and

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

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

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- 38.4.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 38.5 Payment of interest in accordance with this Clause 38 is an essential term of this contract.
- 38.6 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 38.7 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 38.8 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.
- 38.9 If for any reason the Vendor is not ready willing and able to complete by the Completion Date, then the Completion Date will be 2 working days after the Vendors Solicitors notify the Purchasers representative that the Vendor is ready, willing and able to complete.

### **39 PURCHASER'S ACKNOWLEDGMENT**

- 39.1 The Purchaser acknowledges that the title to the land , and the Strata Plan and/or the proposed lot/s and/or the Property and/or the Common Property may be affected or amended by any one or more of the following:
- 39.1.1 redefinition of the boundaries of the Land;
- 39.1.2 road re-alignment or dedication;
- 39.1.3 leases, easements or dedications;
- 39.1.4 variation of the proposed boundaries between the lots and between lots and Common Property other than the Property including those resulting from relocation of the external walls of the proposed improvements;
- 39.1.5 alteration to the unit numbers and/or lot numbers including car space numbers and positions of car spaces and storage area;

- 39.1.6 the grant of rights of exclusive occupancy in respect of any part of the Common Property; or
- 39.2 If the Strata Plan as registered is affected or amended as contemplated in this Additional Condition then the Strata Plan will be deemed to be substantially in the form of the Strata Plan for the purposes of Additional Condition 36 of this Contract.
- 39.3 Notwithstanding any contrary provision in this Contract, the Purchaser agrees not to make any objection, requisition or claim, nor delay completion not rescind or terminate should the circumstances set out in Additional Condition 40.1 occur.

#### **40 EASEMENTS, ETC**

- 40.1 The Purchaser acknowledges that he is aware that at the date of this Contract:
  - 40.1.1 there have not been created all the easements, covenants and restrictions as to user;
  - 40.1.2 there have not been entered into all the leases, agreements and arrangements;
  - 40.1.3 there have not been granted all the rights and privileges; and
  - 40.1.4 there has not been dedicated all the land;

which it may be necessary or desirable for the Vendor or the Owners Corporation to create, enter into, grant, transfer or dedicate in respect of the Land, Lot or common property prior to completion.
- 40.2 If it is necessary or desirable for the Vendor or the Owners Corporation prior to completion to create easements, covenants or Restrictions as to user, to enter into leases, agreements or arrangements, to grant rights of privileges in respect of the Land or any adjoining land or to dedicate or transfer land from the Land, the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that creation, entering, grant, transfer or dedication.
- 40.3 If the Vendor requires the Purchaser must:
  - 40.3.1 vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation to execute or accept any document for the purposes of Additional Condition 41 including, without limitation, any motions for execution of other certificates and

documents and for the production of the Certificate of Title for the common property to enable registration to occur;

- 40.3.2 refrain from doing anything which would prevent the Purchaser exercising a vote in respect of the Property;
  - 40.3.3 execute and deliver to the Vendor as appropriate either a valid form of proxy naming the Vendor's nominee as the Purchaser's proxy holder or a valid nomination naming the Vendor's nominee as the Purchaser's company nominee entitling the Vendor's nominee to attend at any meeting of the Owners Corporation for the purposes of voting for any resolution referred to in Additional Condition 41;
  - 40.3.4 refrain from revoking the proxy or nomination referred to in special condition 40.3.3 (except at the request of the Vendor) or otherwise doing anything which may invalidate or render the proxy or nomination incapable for use; and
  - 40.3.5 use all reasonable endeavours to procure any mortgagee of the Property to comply with the provisions of this Additional Condition 40.3.
- 40.4 The Vendor specifically discloses to the Purchaser and the Purchaser acknowledges he will make no requisition, objection or claim for compensation in regard to any positive covenant noted on title required by Council requiring the Owners Corporation to clean and maintain the storm water detention system within the Common Property of the strata scheme.

#### **41 REPLACEMENT OF DOCUMENTS**

- 41.1 At any time before completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this contract other than the Printed Conditions and the Additional Conditions with another document (being a document a copy of which is forwarded with that notice).
- 41.2 From and including the day a notice under Clause 41.1 is served, the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.
- 41.3 Subject to clause 41.4, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has served a Notice under clause 41.1 and the replaced document is taken to be no longer attached to this contract and the document substituted for it is taken to be attached to this contract.

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- 41.4 If there is a difference between the replaced documents and the documents substituted for it which detrimentally affects the Property to an extent which is not minor, the Purchaser may rescind by written notice to the Vendor within 7 days after the day the Vendor serves notice under clause 41.1

## **42 SELLING AGENT**

- 42.1 The Purchaser warrants that except for the Estate Agent or Agents referred in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to Indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Condition shall not merge on completion.

## **43 EXISTING SERVICES**

- 43.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services and shall not make any objection requisition or claim for compensation or rescind or terminate in respect thereof on the ground that any connection passes through the Land.
- 43.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind or terminate in respect thereof.

## **44 PURCHASER'S CAVEAT AND/OR PRIORITY NOTICE**

- 44.1 The Purchaser shall not lodge a Caveat and/or a Priority Notice for registration in respect of the Title to the Land prior to completion. This is an essential term of the Contract entitling the Vendor to claim damages from the Purchaser as a result of the Purchaser's breach of this condition.

## **45 F.I.R.B. REQUIREMENTS**

- 45.1 The Purchaser acknowledges that after the date of this Contract the Vendor may apply for approval from the Foreign Investment Review Board to sell a proportion of the residential lots in the Strata Plan to foreign interests (the "Application")

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- 45.2 The Purchaser shall not make any objection or make any requisition or claim any compensation or rescind or terminate this Contract or delay completion should the Vendor make the Application and if approved, sell a proportion of the residential lots in the Strata Plan to foreign interests in accordance with such approval.
- 45.3 The Purchaser warrants that if it is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (the "FIRB Act"), it has obtained the consent of FIRB in accordance with the provisions of the FIRB Act to its purchase of the Property. The Purchaser hereby indemnifies the Vendor against all liability, loss damage and expenses the Vendor may suffer or incur as a direct or indirect result of a breach of this warranty.

**46 LAND TAX, COUNCIL RATES, WATER RATES AND INSURANCE PREMIUMS**

- 46.1 Council rates - If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. A "separate assessment" of Council rates does not include any waste management service fees imposed by Council. On completion the Purchaser must adjust the amount of \$1,500.00 per annum on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.2 Water Rates - If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter on a paid basis and no regard is to be had to the actual separate assessment if and when it issues.
- 46.3 Land Tax - The vendor and purchaser agree that the amount of \$1,200.00 for the Property shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land or Property.
- 46.4 Insurance Premiums and Pre-paid Maintenance Contracts- Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the Strata Scheme will be out-goings for the purposes of calculating adjustments on settlement, and that such adjustment will be made on a unit entitlement basis;
- 46.5 The Vendor must, on or before completion, pay or procure the payment of:
- (a) any assessment for council rates, and
  - (b) any assessment for water and sewerage rates

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

- 46.6 (a) The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the Land or for the Property either in full or to the extent necessary to free the Property from any charge for the payment of land tax.
- (b) Where a land tax assessment has not been issued or a land tax certificate shows that the property may be liable for a charge but no value is attributed to the property, then the purchaser agrees to accept at completion and undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.
- (c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 5 of the Conveyancing (Sale of Land) Regulation 2010 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31<sup>st</sup> December in the year immediately before the year of completion.

#### **47 SELLING AND LEASING ACTIVITIES**

- 47.1 The Purchaser acknowledges that both before and after completion the Vendor and persons authorized by the Vendor may:
- 47.1.1 conduct selling and leasing activities in the Building (but not the Property),
- 47.1.2 place and maintain in, on and about the Building (but not the Property) signs in connection with those selling and leasing activities, and
- 47.1.3 place and maintain in, or and about the Building (but not the Property) an office or other facility or both for salespersons.
- 47.2 The Purchaser agrees to vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would curtail or inhibit the rights of the Vendor referred to in Additional Condition 47.1
- 47.3 The covenants in this clause shall continue until the Vendor completes the sale of all lots in the Strata Plan.

#### **48 NON MERGER**

- 48.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

#### **49 SYDNEY WATER**

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

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

- 49.2 Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

#### **50 RE-SALE PRIOR TO COMPLETION**

- 50.1 The Purchaser agrees that during the currency of this Contract the Purchaser will only be entitled to list the Property for re-sale with the Real estate agents the currently engaged by the Vendor to market properties located in the Building and the Purchaser agrees otherwise not to advertise for sale the Property during the currency of this Contract.

#### **51 GST**

- 51.1 The purchase price includes GST and the Vendor may not make any additional charge on account of GST.
- 51.2 The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.
- 51.3 The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.
- 51.4 For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

**52 DEPOSIT**

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

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

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

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

52.2 (a) Notwithstanding the provisions of this Contract the Vendor will accept on exchange of Contracts a bank guarantee or deposit bond for the deposit in the place of cash payment.

(b) Such guarantee or deposit bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

(c) Where the Vendor has given notice to the purchaser pursuant to special condition 36.6, the Purchaser must within 14 days of such notice provide to the Vendor, or the Vendor's solicitor, a replacement bank guarantee or deposit bond with an expiry date not earlier than the date of expiry of the notice issued pursuant to special condition 36.6.

52.3 The provisions set out herein are essential terms of this contract.

**53. DELETED**

**54. OCCUPATION CERTIFICATE**

The vendor shall provide a copy of an Occupation Certificate to the purchaser at least 14 days prior to completion.

**55. HOME BUILDING ACT**

**55.1** The Home Building Act requires residential building work (whether or not done under a contract) to be insured.

**55.2** The vendor may not have commenced work involved in the construction of the Building on the Property as at the date of this Contract.

Where clause 55.2 is applicable:

**55.3** The vendor is exempt under clause 61 of the Home Building Regulation 2004 from attaching a certificate of insurance to this contract evidencing the contract of insurance required by the Home Building Act for the residential building work referred to in clause 55.2, which is to be done on the Property.

**55.4** The vendor (or any assignee of the vendor's rights under this contract) must give the purchaser a certificate of insurance in respect of any residential building work referred to in clause 55.2 that is to be done in respect of the property (as required by section 96A(1) of the Home Building Act) within 14 days after the contract of insurance in respect of that work is made.

**55.5** The purchaser may rescind this contract if the vendor (or any assignee of the vendor's rights under this contract) does not comply with clause 55.4.

Where clause 55.2 is not applicable:

**55.6** the Vendor warrants that it has taken out, or will take out, insurance as required by the Home Building Act and will prior to completion serve on the Purchaser a Certificate of Insurance.

**55.7** The Purchaser agrees that prior to exercising any right of rescission that may be available to the Purchaser pursuant to s.96A Home Building Act or clause 55.5 hereof, the Purchaser must first serve on the Vendor's Solicitor a 14 day notice of such intention to rescind, and where the Vendor serves a Certificate of Insurance within the notice period the Purchaser agrees not to rescind the Contract.

## **56. PURCHASER'S REQUISITIONS ON TITLE**

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

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

## **57. INCLUSIONS**

57.1 Included in this sale of the subject premises are the Inclusions listed on the front page of the Contract, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the

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inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

**58. DELETED**

**59. VENDOR DISCLOSURES**

**59.1** Where the title search annexed hereto does not record the vendor as the registered proprietor, the vendor discloses that it has entered into a contract to purchase the property, but is not yet the registered proprietor. Completion is subject to and conditional upon the vendor being recorded as the registered proprietor of the property.

The purchaser shall not be entitled to make any requisition, claim for compensation or objection in relation to the disclosures made herein.

**60. ACCESS TO THE BUILDING SITE**

The purchasers acknowledge and agree that they are not entitled to access the building site during construction and prior to the completion of the contract unless they are accompanied by a representative of the vendor.

**61. RESCISSION BY THE VENDOR**

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

**62. TERMINATION BY THE VENDOR**

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

**63. GUARANTEE FOR CORPORATE BUYER**

In consideration of the Vendor contracting with the corporate Purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the

**SIGNED** by the guarantors in the )  
presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

# Disclosure Statement – Off the Plan Contracts

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

<b>VENDOR</b>	UPG 32 Pty Ltd ACN 610 452 296
<b>PROPERTY</b>	84 Cranbourne Road, Riverstone, New South Wales 2765

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

DETAILS					
Completion	The later of: 21 days after registration of the subdivision, or 14 days after the service of an Occupation Certificate		Refer to clause(s):	38	
Is there a sunset date?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	36.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest and Legal fees: 38.3 & 38.4		
Has development approval been obtained?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	2017/51115		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Tim West Terry West Building Approvals and Consultants 9659 0593		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

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

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Affectations, notices and claims**

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

**Owners corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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

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

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

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

## Comfort inclusion- Townhouses, Villas & Houses

Ducted Air Conditioner

Kitchen Appliances:

- **Chef Oven**
- **Westinghouse Cook Top GHR95S**
- **Westinghouse Retractable Range hood WRH908IS 900mm**
- **Dishlex Dishwasher**

Floor Tiles in Kitchen and Living Areas

Tiles to Kitchen Splash Back -- **Grey (As per display)**

Kitchen cupboards **(Off White) WITH HANDLES**

**20mm** Stone Bench Top ( White)

Smoke Alarms

Kitchen Sink with **Excel Elite Goose Neck mixer**

Gas Hot Water Tank

Security Alarm

Video Intercom system

Carpet in the Bedrooms, hallway and steps

Built-in Wardrobes—**(Mirror & White glass)**

TV Antenna, Outlet in Living Area & Master Bedroom

Telephone Outlet in Living Area & Master Bedroom

Floor Tiles to Bathrooms & Laundry

Wall Tiles to Bathrooms –

Full height white tiles with grey feature wall

Vanity to Bathroom

Semi framed Shower screens (sliding door or openable door)

Bath tub (If shown in plan) Bathroom Accessories Vertical Blinds

Laundry Tub

Light Fittings with bulbs

Fly Screens to Windows

Locks on Aluminum Sliding Windows and Doors

Phone Line

Gas Outlet

Cloth liner

Landscaping in Courtyard

Rain Water Tank

Fencing



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1241241

SEARCH DATE	TIME	EDITION NO	DATE
16/1/2020	11:26 AM	3	3/9/2019

LAND

LOT 1 IN DEPOSITED PLAN 1241241  
AT RIVERSTONE  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF GIDLEY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1241241

FIRST SCHEDULE

UPG 32 PTY LTD

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C984065 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 J808757 EASEMENT FOR TRANSMISSION LINE 60.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 H955008 EASEMENT FOR TRANSMISSION LINE 60.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AP502667 MORTGAGE TO ALCEON FINANCE PTY LIMITED

NOTATIONS

DP1232418 PLAN OF ACQUISITION (ROADS ACT, 1993)

UNREGISTERED DEALINGS: PP DP1254691 PP SP100714 PP SP100715.

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

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Received: 16/01/2020 11:26:43

**CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR**

- (A) EASEMENT FOR TRANSMISSION LINE (H955008)
- (B) EASEMENT FOR TRANSMISSION LINE (J808757)
- (C) EASEMENT TO DRAIN WATER 2.5 WIDE (DP1254691)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE (DP1254691)
- (E) EASEMENT FOR PADMOUNT SUBSTATION 3.35 WIDE (DP1254691)
- (F) RESTRICTION ON THE USE OF LAND (DP1254691)

**'Z' - LOT BOUNDARIES DENOTED 'Z' ARE  
COINCIDENT WITH PARCEL BOUNDARIES**

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

2SBD	TWO STOREY BRICK DUPLEX
2SBTH	TWO STOREY BRICK TOWNHOUSE

# KALKA

(A)

(B)

# DALANA

137.3

# STREET

**Lengths are in metres.**

**Surveyor's Ref: 6615 - 1**

# PLAN OF SUBDIVISION OF LOT 1 IN DP 1254691

**Lengths are in metres.**



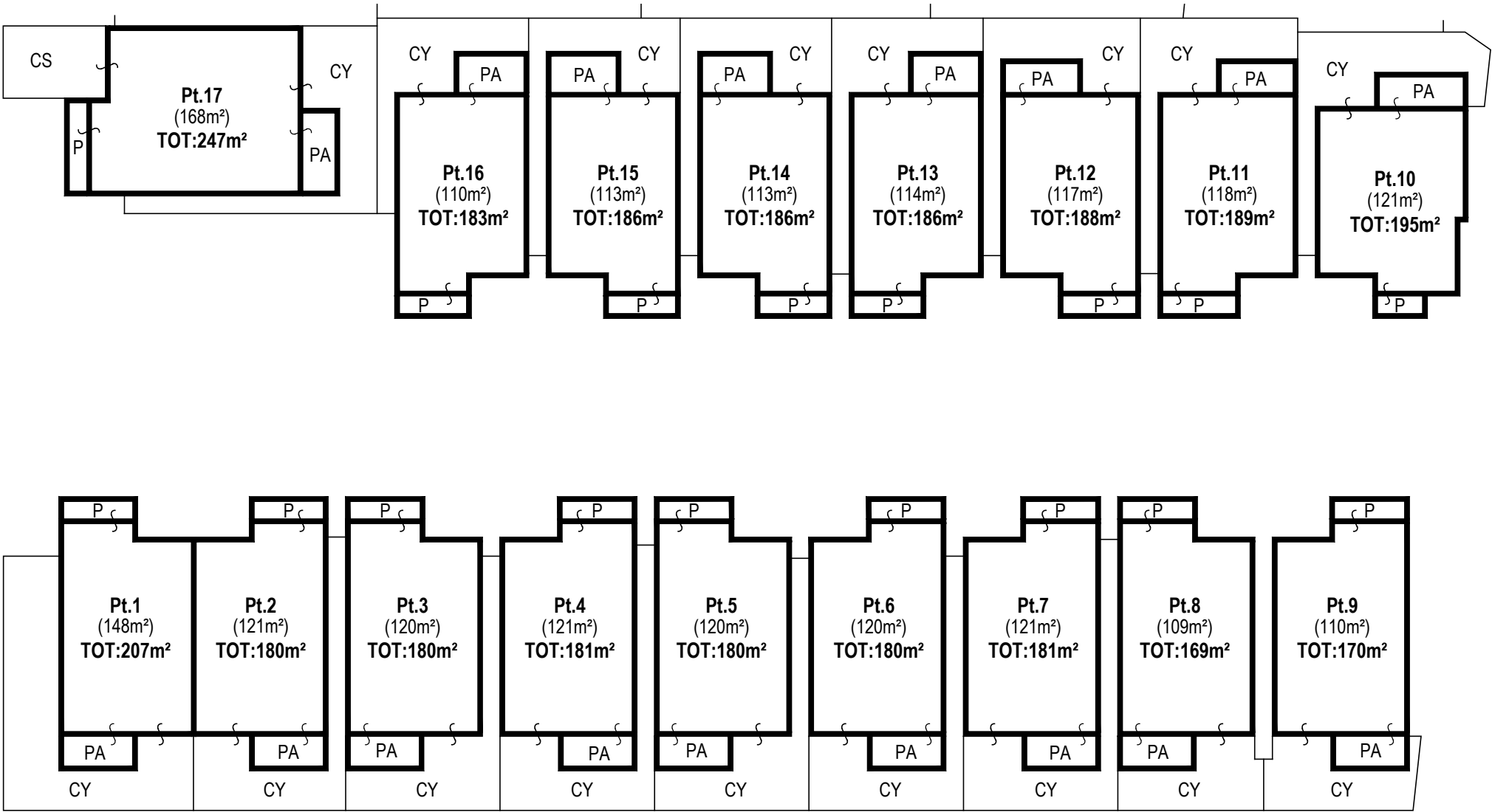
**SDG**  
LAND DEVELOPMENT SOLUTIONS  
[WWW.SDG.NET.AU](http://WWW.SDG.NET.AU)

**DRAFT**  
**SP 100714**

Issue: B 14/01/2020

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Unit	CS	CY&PA	P
1	73	-	70	5
2	73	-	43	5
3	73	-	42	5
4	73	-	43	5
5	73	-	42	5
6	73	-	42	5
7	73	-	43	5
8	73	-	31	5
9	73	-	32	5
10	70	-	48	3
11	70	-	43	5
12	70	-	42	5
13	67	-	42	5
14	67	-	41	5
15	67	-	41	5
16	67	-	38	5
17	92	21	49	6



GROUND FLOOR (LOT 1) - PART 1 OF 3

**NOTES:**

THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

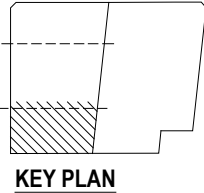
THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Unit	CS	CY&PA	P
18	92	21	50	6
19	92	28	49	6
20	92	21	50	6
21	92	27	50	6
22	92	21	49	6
23	66	24	39	3
24	68	17	43	3
25	68	24	40	3
26	68	17	43	3
27	68	24	40	3
28	68	17	43	3
29	86	-	51	2
30	72	-	53	2
31	74	-	46	2
32	76	-	49	2
33	76	-	42	2
34	76	-	47	2
55	63	17	38	2
56	63	23	39	2
57	63	17	44	2
58	71	23	40	2
59	71	17	45	2
60	63	23	39	2
61	63	17	50	2

**NOTES:**

THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY

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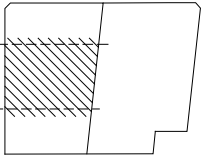
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



SEE PAGE 4 FOR CONTINUATION

SEE PAGE 2 FOR CONTINUATION

GROUND FLOOR(LOT 1) - PART 2 OF 3

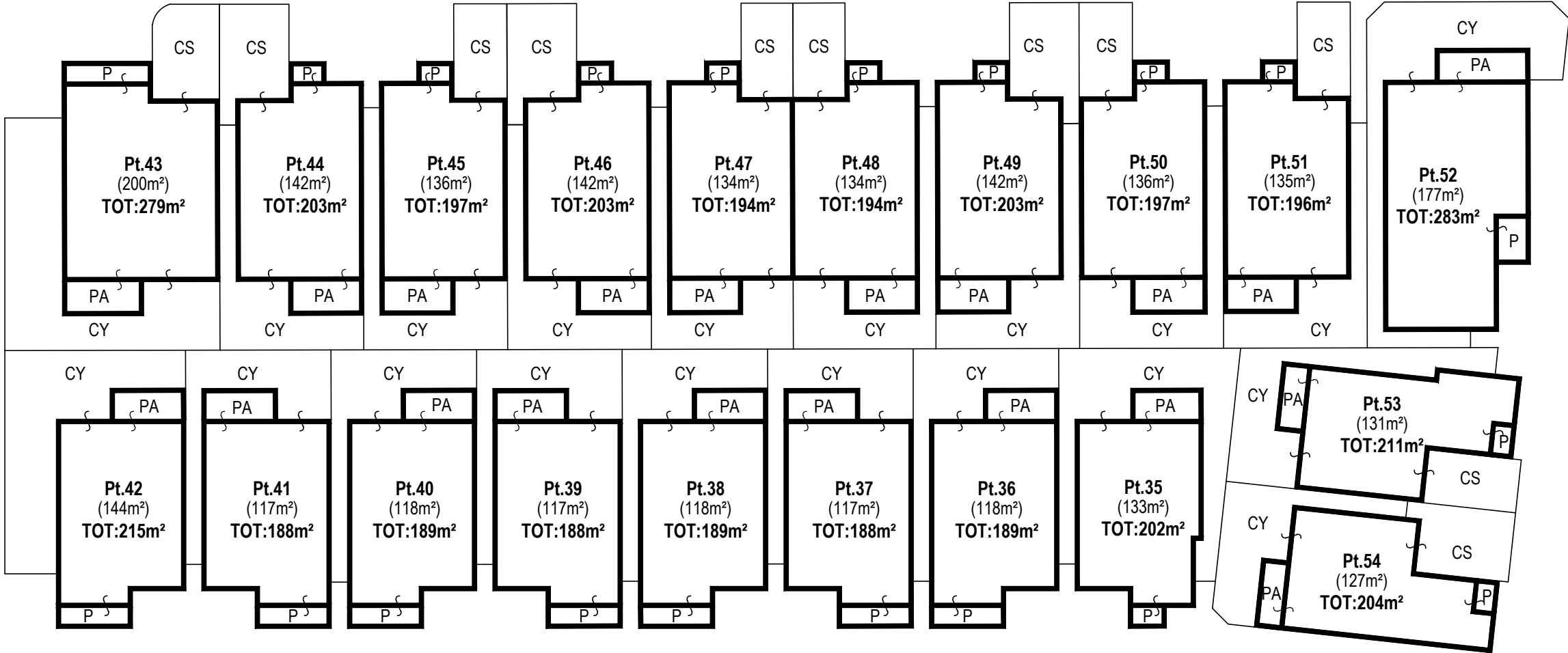
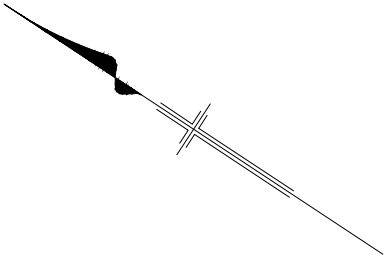


KEY PLAN

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

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Unit	CS	CY&PA	P
35	67	-	63	3
36	70	-	43	5
37	70	-	42	5
38	70	-	43	5
39	70	-	42	5
40	70	-	43	5
41	70	-	42	5
42	70	-	69	5
43	92	21	81	6
44	74	24	42	2
45	74	17	43	2
46	74	24	42	2
47	73	17	42	2
48	73	17	42	2
49	74	24	42	2
50	74	17	43	2
51	74	17	42	2
52	101	-	71	5
53	66	17	46	2
54	63	23	39	2



NOTES:

THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY

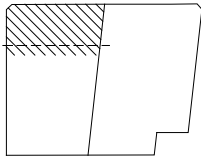
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SEE PAGE 3 FOR CONTINUATION

GROUND FLOOR (LOT 1) - PART 3 OF 3



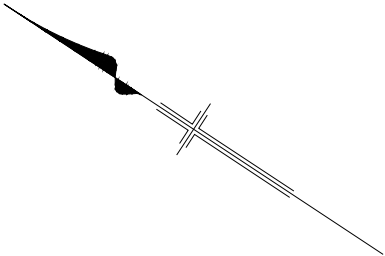
KEY PLAN

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Unit	CS	CY&PA	P
68	67	19	47	3
69	77	16	27	3
70	77	16	34	3
71	67	19	46	3
72	67	19	52	3
73	66	19	61	3
74	75	-	54	2
75	77	-	53	2
76	77	-	54	2
77	77	-	43	2

SEE PAGE 6 FOR CONTINUATION



NOTES:

THE STRATUM OF EACH PORCH OR PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

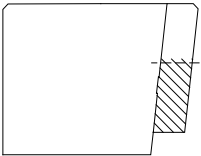
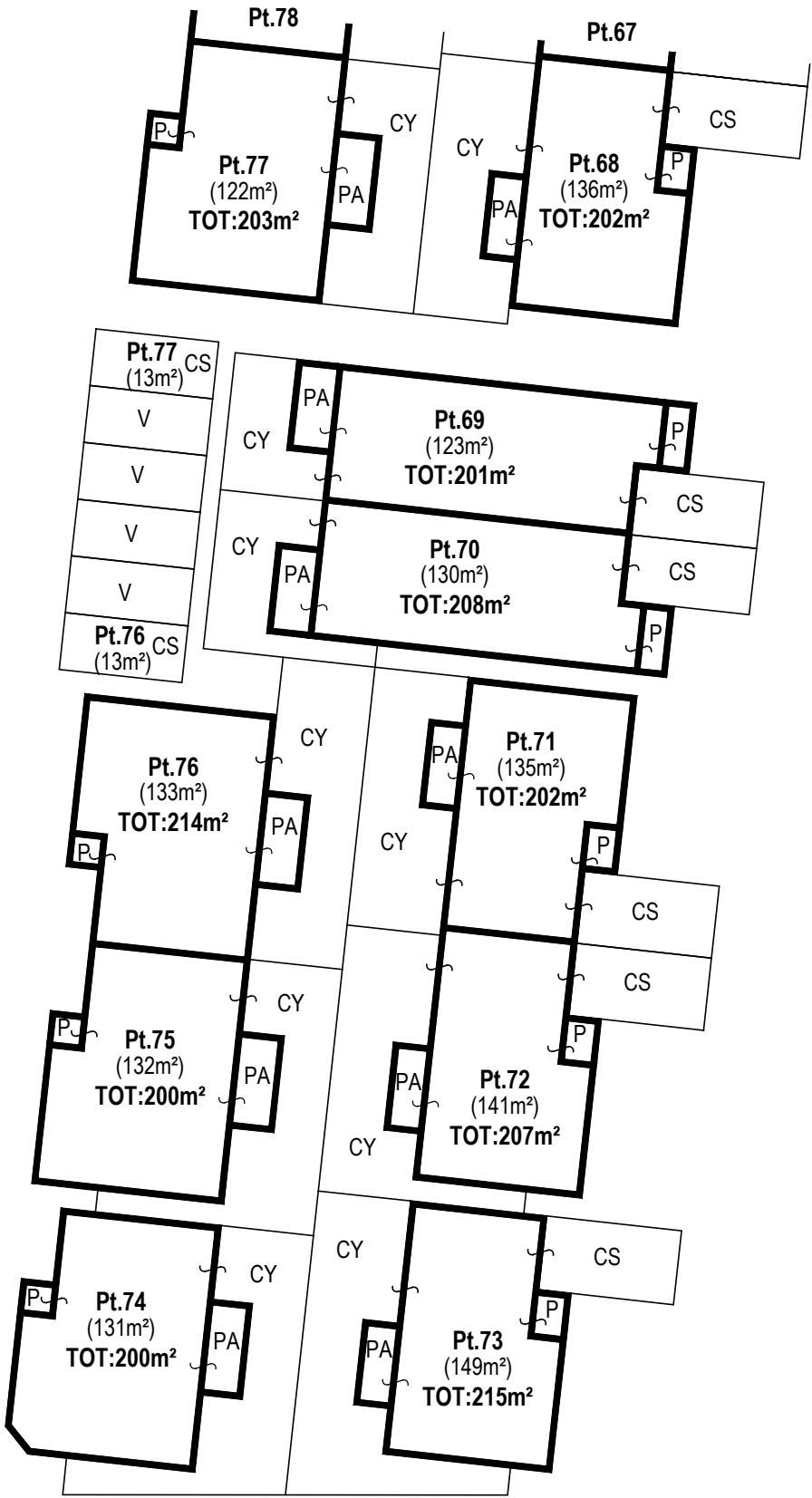
THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF EACH CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACE OF ALL LOTS IS COMMON PROPERTY

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



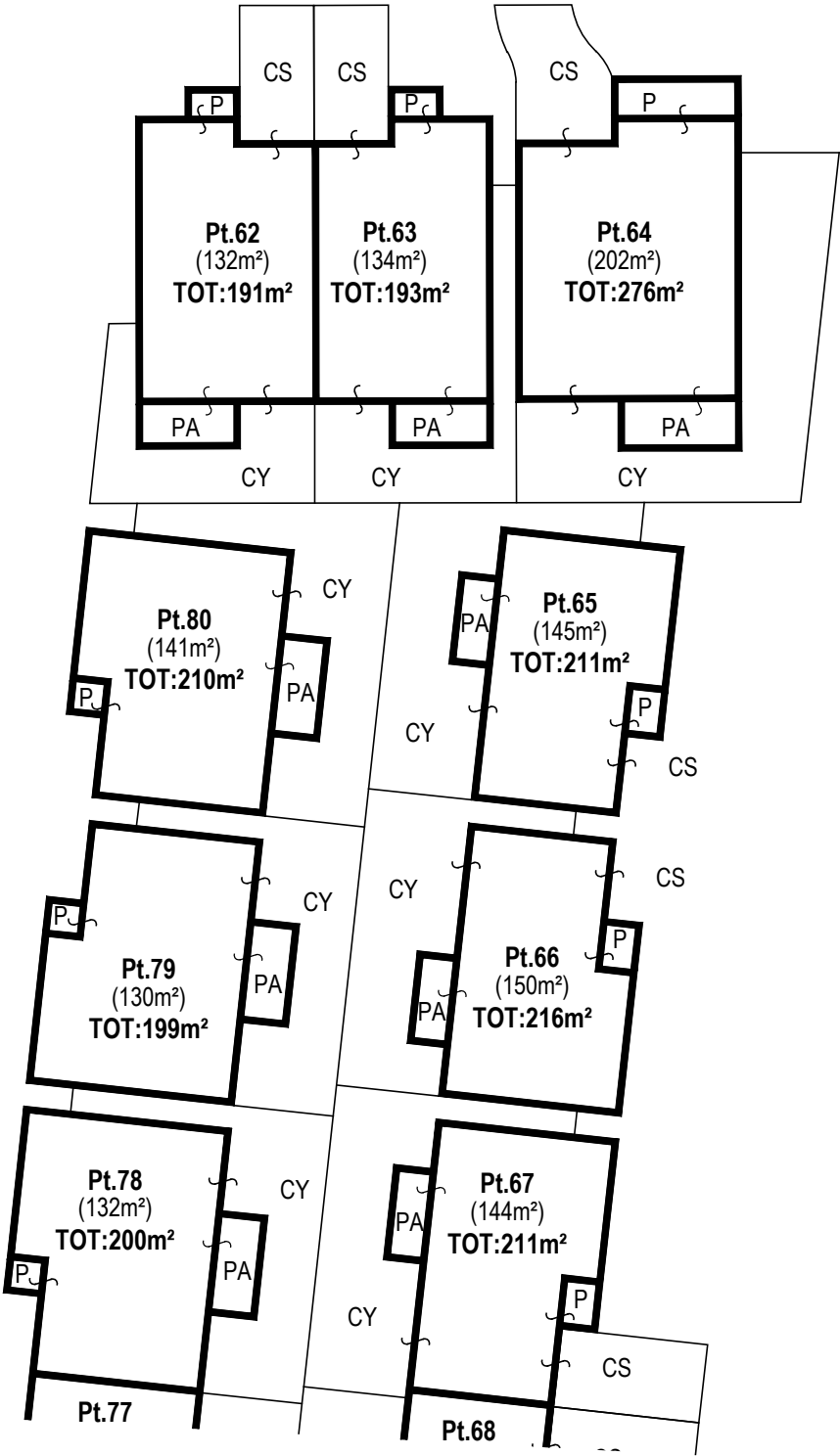
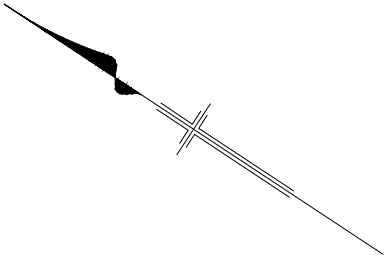
KEY PLAN

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

GROUND FLOOR (LOT 1A) - PART 1 OF 2

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)				
Lot	Unit	CS	CY&PA	P
62	73	17	39	3
63	73	17	41	3
64	92	20	82	8
65	66	19	57	3
66	66	27	54	3
67	66	19	56	3
78	77	-	53	2
79	76	-	52	2
80	76	-	63	2



SEE PAGE 5 FOR CONTINUATION

GROUND FLOOR (LOT 1A) - PART 2 OF 2

**NOTES:**

THE STRATUM OF EACH PATIO OR PORCH IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

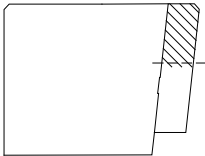
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

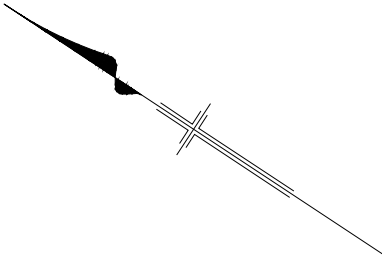


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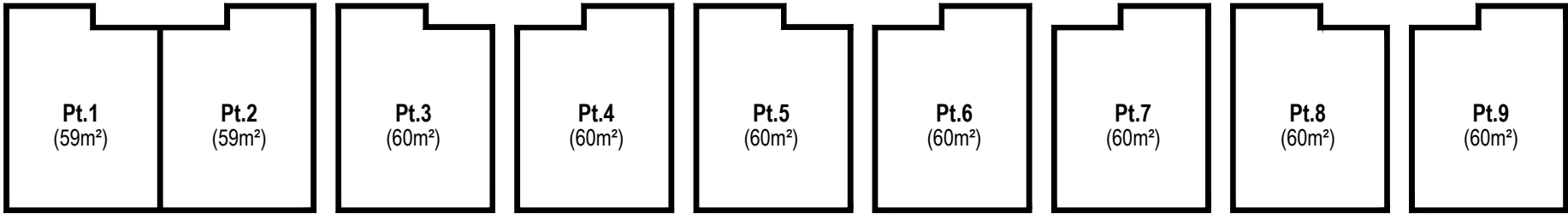
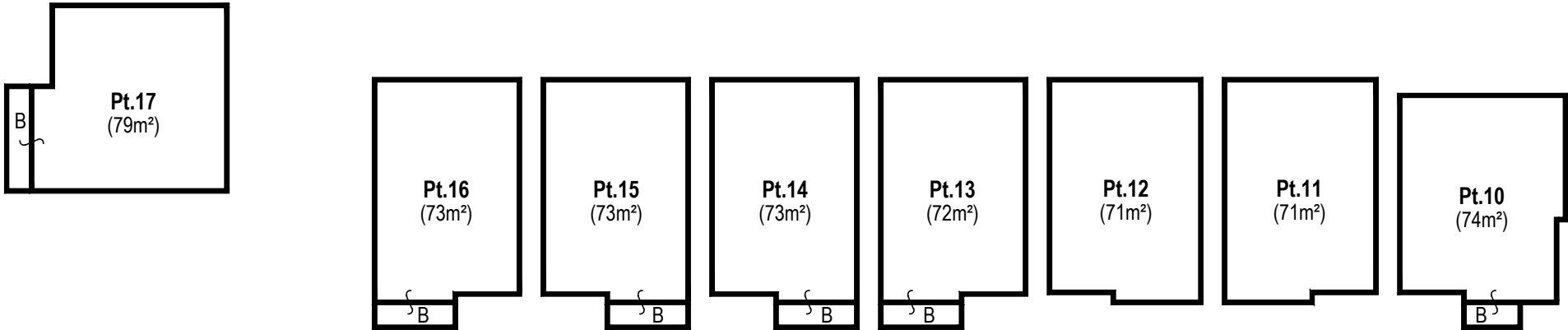
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

DRAFT PLAN - SUBJECT TO FINAL SURVEY

SEE PAGE 8 FOR CONTINUATION

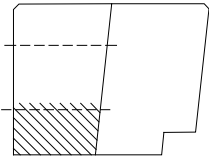


Combined Areas (m²)		
Lot	Unit	B
10	71	3
13	68	4
14	69	4
15	69	4
16	69	4
17	75	4



**NOTES:-**  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
ANY SERVICE LINE WITHIN ONE LOT SERVICING A OTHER LOT IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
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FIRST FLOOR (LOT 1) - PART 1 OF 3

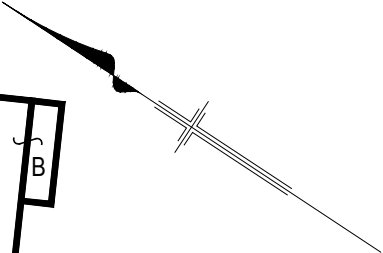


KEY PLAN

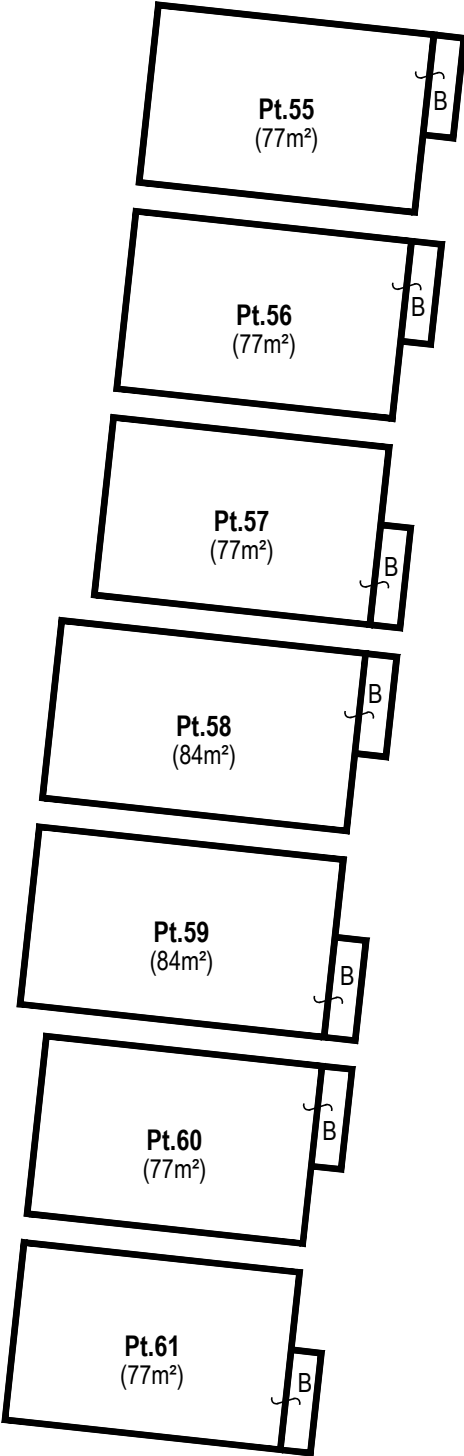
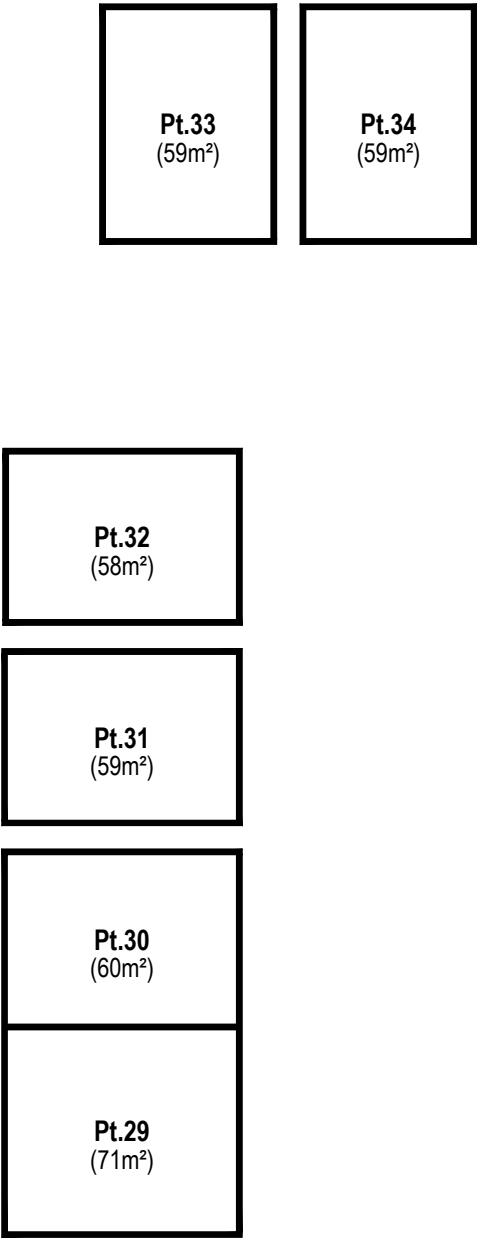
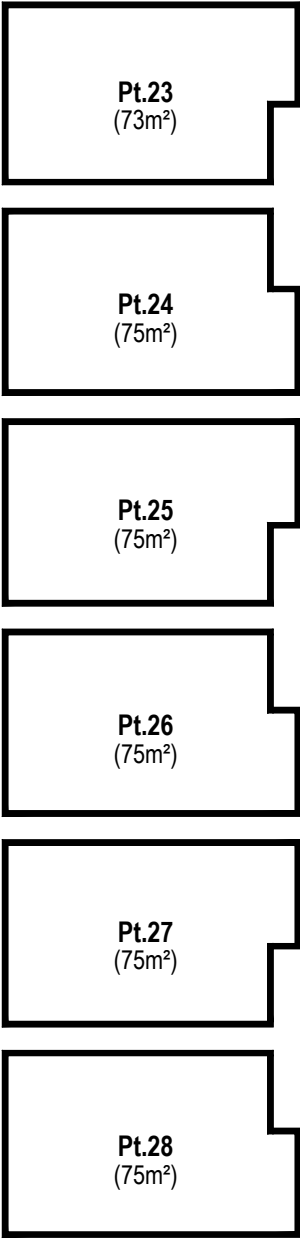
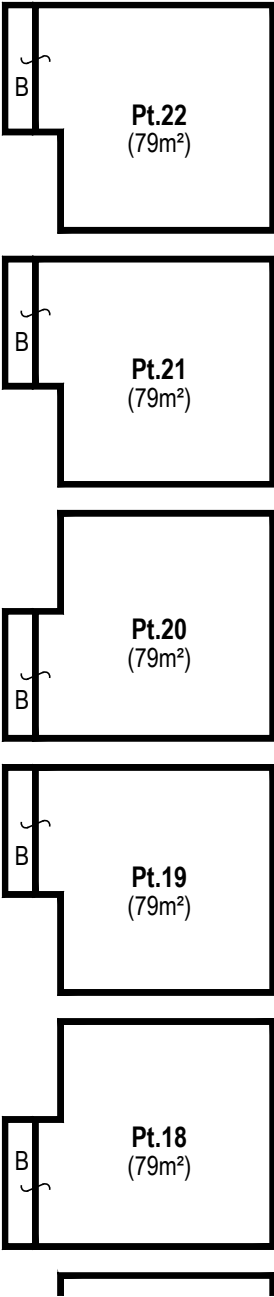
B	BALCONY
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DRAFT PLAN - SUBJECT TO FINAL SURVEY

SEE PAGE 9 FOR CONTINUATION

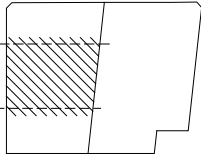


Combined Areas (m²)		
Lot	Unit	B
18	75	4
19	75	4
20	75	4
21	75	4
22	75	4
55	73	4
56	73	4
57	73	4
58	80	4
59	80	4
60	73	4
61	73	4



NOTES:-  
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SEE PAGE 7 FOR CONTINUATION



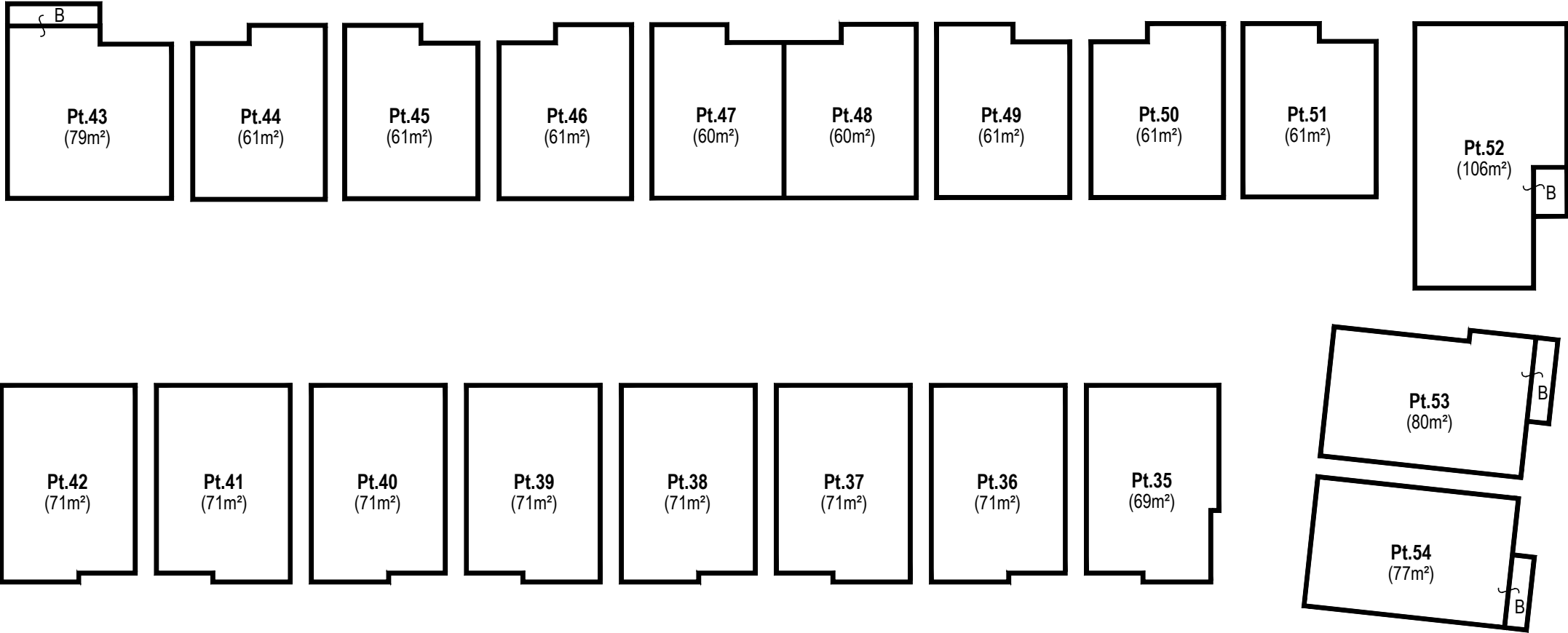
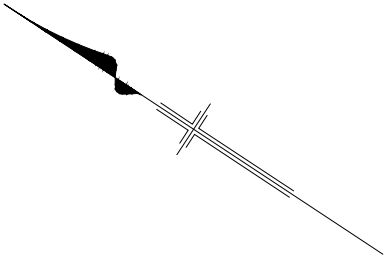
KEY PLAN

FIRST FLOOR (LOT 1) - PART 2 OF 3

B BALCONY

DRAFT PLAN - SUBJECT TO FINAL SURVEY

Combined Areas (m²)		
Lot	Unit	B
43	75	4
52	101	5
53	75	5
54	73	4



SEE PAGE 8 FOR CONTINUATION

NOTES:-

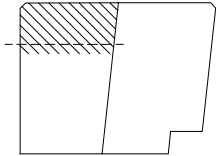
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR (LOT 1) - PART 3 OF 3

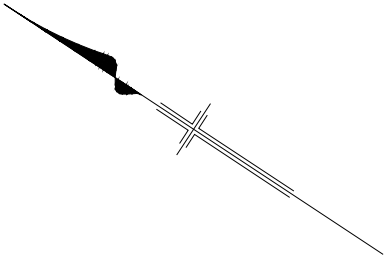


KEY PLAN

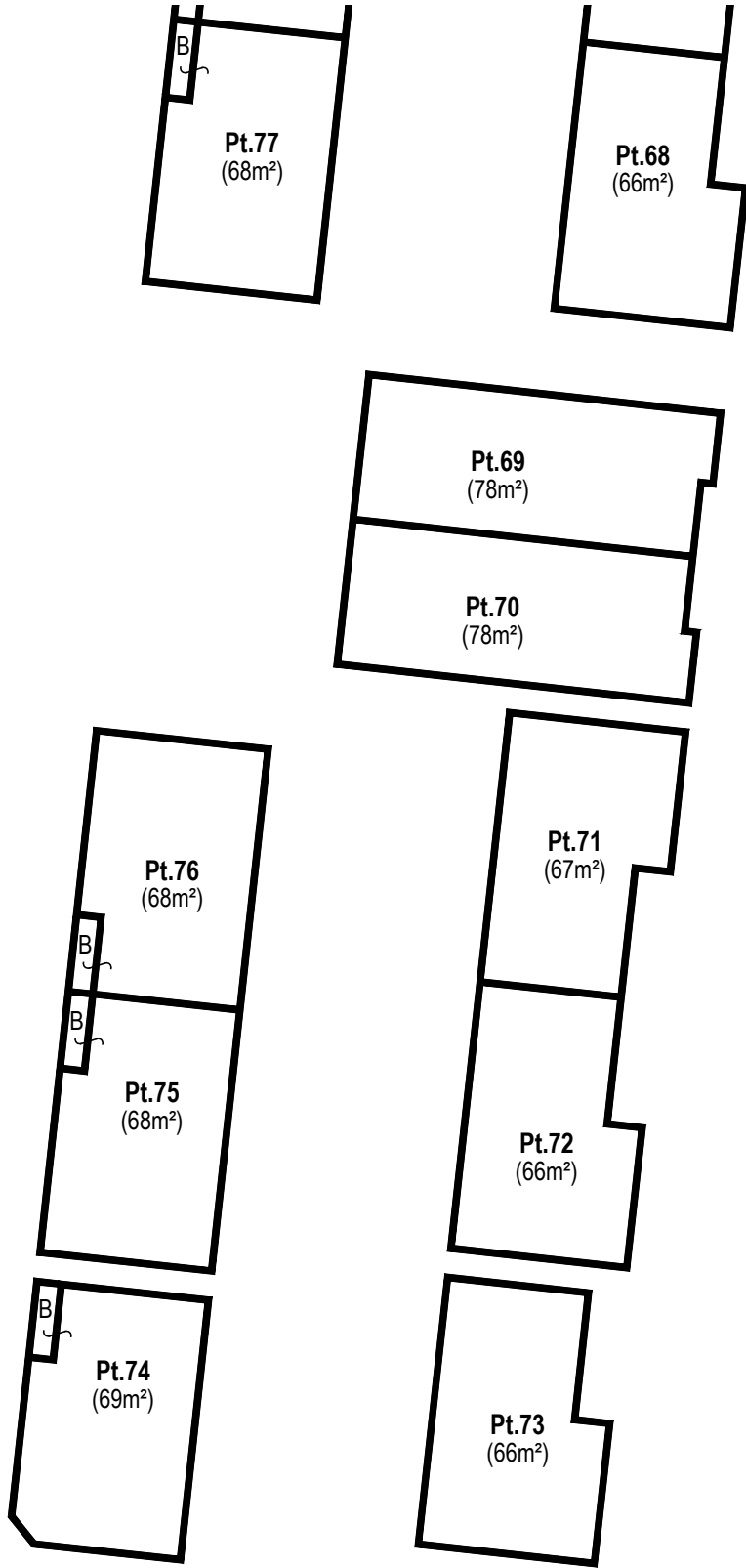
B BALCONY

DRAFT PLAN - SUBJECT TO FINAL SURVEY

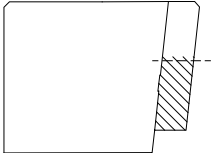
SEE PAGE 11 FOR CONTINUATION



Combined Areas (m²)		
Lot	Unit	B
74	66	3
75	66	2
76	66	2
77	66	2



**NOTES:-**  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
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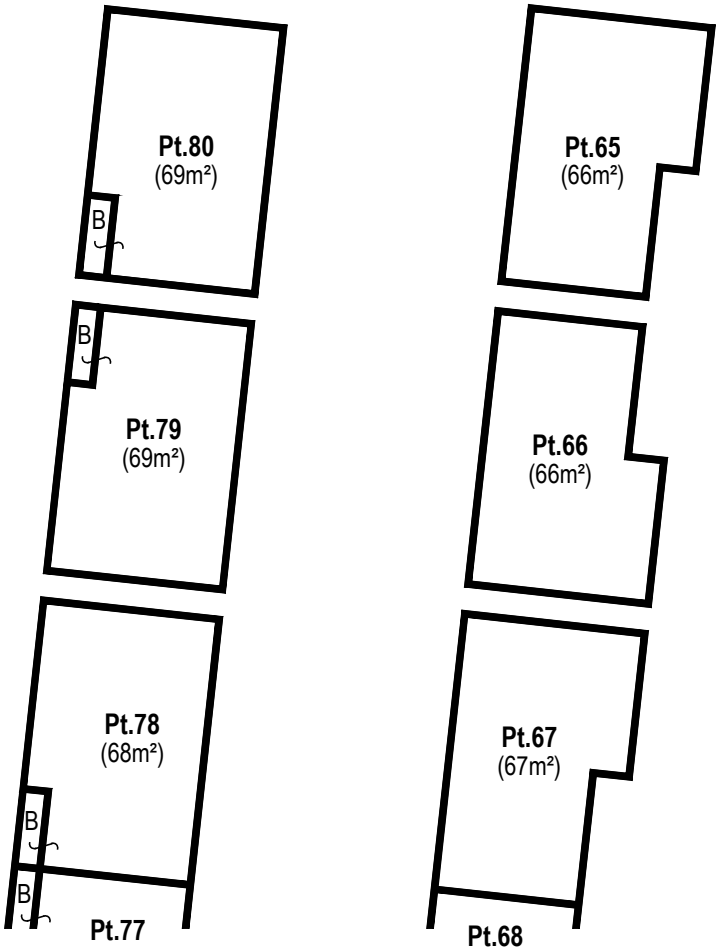
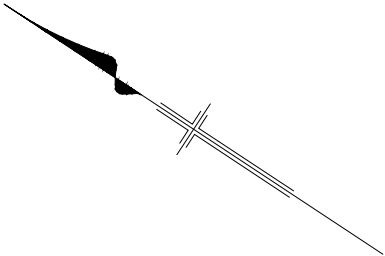
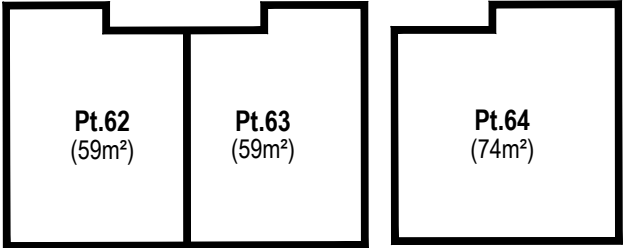
KEY PLAN

B	BALCONY
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FIRST FLOOR (LOT 1A) - PART 1 OF 2

DRAFT PLAN - SUBJECT TO FINAL SURVEY

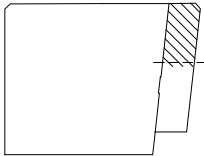
Combined Areas (m²)		
Lot	Unit	B
78	66	2
79	66	3
80	66	3



**NOTES:-**  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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SEE PAGE 10 FOR CONTINUATION

FIRST FLOOR (LOT 1A) - PART 2 OF 2



KEY PLAN

B BALCONY

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 8 sheets	
Office Use Only			Office Use Only		
Registered:			<b>DRAFT</b>		
<b>PLAN OF SUBDIVISION OF:</b> LOT 1 IN DP 1254691			LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b>  I , of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....  Signature: ..... Date: ..... Surveyor ID: ..... Surveyor's Reference: 6615-1 <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>			<b>Strata Certificate (Accredited Certifier)</b>  I..... being an Accredited Certifier, accreditation number ....., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> .  Certificate Reference: ..... Relevant Planning Approval No.: ..... issued by:.....  Signature: ..... Date: ..... <small>^ Insert lot numbers of proposed utility lots.</small>		
* Strike through if inapplicable					

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**DRAFT****VALUER'S CERTIFICATE**

I, \* ..... of .....

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

Professional Body:.....

Class of membership:.....

Membership number:.....

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

Signature: ..... Date .....

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1		20	
2		21	
3		22	
4		23	
5		24	
6		25	
7		26	
8		27	
9		28	
10		29	
11		30	
12		31	
13		32	
14		33	
15		34	
16		35	
17		36	
18		37	
19		38	

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheets																																																																																									
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT No.	Address Number	Road Name	Road Type	Locality Name
CP				Riverstone
1		Guma	Glade	Riverstone
2		Guma	Glade	Riverstone
3		Guma	Glade	Riverstone
4		Guma	Glade	Riverstone
5		Guma	Glade	Riverstone
6		Guma	Glade	Riverstone
7		Guma	Glade	Riverstone
8		Guma	Glade	Riverstone
9		Guma	Glade	Riverstone
10		Guma	Glade	Riverstone
11		Guma	Glade	Riverstone
12		Guma	Glade	Riverstone
13		Guma	Glade	Riverstone
14		Guma	Glade	Riverstone
15		Guma	Glade	Riverstone
16		Guma	Glade	Riverstone
17		Cranbourne	Street	Riverstone
18		Cranbourne	Street	Riverstone
19		Cranbourne	Street	Riverstone
20		Cranbourne	Street	Riverstone
21		Cranbourne	Street	Riverstone
22		Cranbourne	Street	Riverstone
23		Koara	Glade	Riverstone
24		Koara	Glade	Riverstone
25		Koara	Glade	Riverstone
26		Koara	Glade	Riverstone
27		Koara	Glade	Riverstone
28		Koara	Glade	Riverstone
29		Koara	Glade	Riverstone
30		Koara	Glade	Riverstone
31		Koara	Glade	Riverstone
32		Koara	Glade	Riverstone
33		Koara	Glade	Riverstone

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

LOT No.	Address Number	Road Name	Road Type	Locality Name
34		Koara	Glade	Riverstone
35		Koara	Glade	Riverstone
36		Koara	Glade	Riverstone
37		Koara	Glade	Riverstone
38		Koara	Glade	Riverstone
39		Koara	Glade	Riverstone
40		Koara	Glade	Riverstone
41		Koara	Glade	Riverstone
42		Koara	Glade	Riverstone
43		Talland	Street	Riverstone
44		Talland	Street	Riverstone
45		Talland	Street	Riverstone
46		Talland	Street	Riverstone
47		Talland	Street	Riverstone
48		Talland	Street	Riverstone
49		Talland	Street	Riverstone
50		Talland	Street	Riverstone
51		Talland	Street	Riverstone
52		Talland	Street	Riverstone
53		Dalana	Glade	Riverstone
54		Dalana	Glade	Riverstone
55		Dalana	Glade	Riverstone
56		Dalana	Glade	Riverstone
57		Dalana	Glade	Riverstone
58		Dalana	Glade	Riverstone
59		Dalana	Glade	Riverstone
60		Dalana	Glade	Riverstone
61		Dalana	Glade	Riverstone
62		Talland	Street	Riverstone
63		Talland	Street	Riverstone
64		Talland	Street	Riverstone
65		Grandeur	Parade	Riverstone
66		Grandeur	Parade	Riverstone
67		Grandeur	Parade	Riverstone

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LOT No.	Address Number	Road Name	Road Type	Locality Name
68		Grandeur	Parade	Riverstone
69		Grandeur	Parade	Riverstone
70		Grandeur	Parade	Riverstone
71		Grandeur	Parade	Riverstone
72		Grandeur	Parade	Riverstone
73		Grandeur	Parade	Riverstone
74		Kalka	Glade	Riverstone
75		Kalka	Glade	Riverstone
76		Kalka	Glade	Riverstone
77		Kalka	Glade	Riverstone
78		Kalka	Glade	Riverstone
79		Kalka	Glade	Riverstone
80		Kalka	Glade	Riverstone

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheets
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<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:</p> <p>1. POSITIVE COVENANT</p> <p>2. POSITIVE COVENANT</p> <p>3. POSITIVE COVENANT</p>		
Surveyor's Reference: 6615-1		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheets
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Surveyor's Reference: 6615-1		

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

Lengths are in metres

(Sheet 1 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

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

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-80 inclusive & CP	Blacktown City Council
2	Positive Covenant	1-61 inclusive & CP	Blacktown City Council
3	Positive Covenant	62-80 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

**1. Terms of Positive Covenant numbered 1 in the plan**

- 1.1 **Bin** includes any receptacle for waste  
**Waste** includes garbage, recyclable material and green waste
- 1.2 An owner or occupier of a lot must:
- a) Store all forms of garbage, green waste and recycling within the appropriate garbage bins on their respective lot.
  - b) Place their bins within their designated area not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly (within 12 hours of collection) return the bins to the lot.
- 1.3 An owner or occupier of a lot must place their individual bins in their designated area (G1 – G80) as listed in the table below.

Lot Number	Designated Bin Area	Description of Location of Bin Area
1	G1	Cranbourne Street – Adjacent to Lot 1, next to Lot 2 bin area
2	G2	Cranbourne Street – Adjacent to Lot 1, intersection of Cranbourne Street & Guma Glade
3	G3	Guma Glade – In front of Lot 14 – between Lot 4 & Lot 14 bin areas
4	G4	Guma Glade – In front of Lot 13 – between Lot 3 & Lot 13 bin areas
5	G5	Guma Glade – In front of Lot 12 – between Lot 6 & Lot 12 bin areas
6	G6	Guma Glade – In front of Lot 11 – between Lot 5 & Lot 11 bin areas
7	G7	Dalana Glade – Adjacent to Lot 10 – next to Lot 8 bin area
8	G8	Dalana Glade – Adjacent to Lot 10 – between Lot 7 & Lot 9 bin areas
9	G9	Dalana Glade – Adjacent to Lot 10 – between Lot 8 & Lot 10 bin areas
10	G10	Dalana Glade – Adjacent to Lot 10 – between Lot 9 & Lot 61 bin areas
11	G11	Guma Glade – In front of Lot 11 – between Lot 6 bin area & Lot 11 driveway
12	G12	Guma Glade – In front of Lot 12 – between Lot 5 bin area & Lot 12 driveway

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.....  
Authorised Officer

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

Lengths are in metres

(Sheet 3 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

Lot Number	Designated Bin Area	Description of Location of Bin Area
13	G13	Guma Glade – In front of Lot 13 – between Lot 4 bin area & Lot 13 driveway
14	G14	Guma Glade – In front of Lot 14 – between Lot 3 bin area & Lot 14 driveway
15	G15	Guma Glade – In front of Lot 15 – next to Lot 15 driveway
16	G16	Guma Glade – In front of Lot 16 – next to Lot 16 driveway
17	G17	Cranbourne Street – In front of Lot 18 – between Lot 17 driveway & Lot 18 bin area
18	G18	Cranbourne Street – In front of Lot 18 – between Lot 18 driveway & Lot 17 bin area
19	G19	Cranbourne Street – In front of Lot 19 – between Lot 19 driveway & Lot 20 bin area
20	G20	Cranbourne Street – In front of Lot 20 – between Lot 20 driveway & Lot 19 bin area
21	G21	Cranbourne Street – In front of Lot 21 –between Lot 21 driveway & Lot 22 bin area
22	G22	Cranbourne Street – In front of Lot 21 – between Lot 22 driveway & Lot 21 bin area
23	G23	Dalana Glade – In front of Lot 55 – Next to Lot 55 bin area
24	G24	Dalana Glade – In front of Lot 57 – Between Lot 57 driveway & Lot 57 bin area
25	G25	Cranbourne Street – Adjacent to Lot 42 – between Lot 31 & Lot 32 bin areas
26	G26	Cranbourne Street – Adjacent to Lot 42 – between Lot 30 & Lot 31 bin areas
27	G27	Cranbourne Street – Adjacent to Lot 42 – Next to Lot 30 bin area (intersection of Cranbourne Street & Koara Glade)
28	G28	Cranbourne Street – In front of Lot 22 – Next to Lot 29 bin area (intersection of Cranbourne Street & Koara Glade)
29	G29	Cranbourne Street – In front of Lot 22 – between Lot 22 driveway & Lot 28 bin area
30	G30	Cranbourne Street – Adjacent to Lot 42 – between Lot 26 & Lot 27 bin areas
31	G31	Cranbourne Street – Adjacent to Lot 42 – between Lot 25 & Lot 26 bin areas
32	G32	Cranbourne Street – Adjacent to Lot 42 – between Lot 25 & Lot 41 bin areas

APPROVED BY BLACKTOWN CITY COUNCIL

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Authorised Officer

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

Lengths are in metres

(Sheet 4 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

Lot Number	Designated Bin Area	Description of Location of Bin Area
33	G33	Dalana Glade – Adjacent to Lot 52 – between Lot 39 & Lot 52 bin areas
34	G34	Dalana Glade – In front of Lot 59 – Between Lot 59 driveway & Lot 59 bin area
35	G35	Dalana Glade – In front of Lot 53 – between Lot 36 & Lot 53 bin areas
36	G36	Dalana Glade – In front of Lot 53 – between Lot 35 & Lot 37 bin areas
37	G37	Dalana Glade – Adjacent to Lot 52 – between Lot 36 & Lot 38 bin areas
38	G38	Dalana Glade – Adjacent to Lot 52 – between Lot 37 & Lot 39 bin areas
39	G39	Dalana Glade – Adjacent to Lot 52 – between Lot 38 & Lot 33 bin areas
40	G40	Dalana Glade – In front of Lot 54 – between Lot 54 driveway & Lot 54 bin area
41	G41	Cranbourne Street – Adjacent to Lot 42 – between Lot 32 & Lot 42 bin areas
42	G42	Cranbourne Street – Adjacent to Lot 42 – Next to Lot 41 bin area
43	G43	Talland Street – In front of Lot 44 – between Lot 44 driveway & Lot 44 bin area
44	G44	Talland Street – In front of Lot 44 – between Lot 43 & Lot 45 bin areas
45	G45	Talland Street – In front of Lot 45 – between Lot 45 driveway & Lot 44 bin area
46	G46	Talland Street – In front of Lot 46 – between Lot 46 driveway & Lot 47 bin area
47	G47	Talland Street – In front of Lot 47 – between Lot 47 driveway & Lot 46 bin area
48	G48	Talland Street – In front of Lot 48 – between Lot 48 driveway & Lot 49 bin area
49	G49	Talland Street – In front of Lot 49 – between Lot 49 driveway & Lot 48 bin area
50	G50	Talland Street – In front of Lot 50 – between Lot 50 driveway & Lot 51 bin area

APPROVED BY BLACKTOWN CITY COUNCIL

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Authorised Officer

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

Lengths are in metres

(Sheet 5 of 10 sheets)

**Plan:**

Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

Lot Number	Designated Bin Area	Description of Location of Bin Area
51	G51	Talland Street – In front of Lot 51 – between Lot 51 driveway & Lot 50 bin area
52	G52	Dalana Glade – Adjacent to Lot 52 – Next to Lot 33 bin area
53	G53	Dalana Glade – In front of Lot 53 – between Lot 53 driveway & Lot 35 bin area
54	G54	Dalana Glade – In front of Lot 54 – next to Lot 40 bin area
55	G55	Dalana Glade – In front of Lot 55 – between Lot 55 driveway & Lot 23 bin area
56	G56	Dalana Glade – In front of Lot 56 – next to Lot 56 driveway
57	G57	Dalana Glade – In front of Lot 57 – between Lot 24 & Lot 58 bin areas
58	G58	Dalana Glade – In front of Lot 58 – between Lot 58 driveway & Lot 57 bin area
59	G59	Dalana Glade – In front of Lot 59 – between Lot 34 & Lot 60 bin areas
60	G60	Dalana Glade – In front of Lot 60 – between Lot 60 driveway & Lot 59 bin area
61	G61	Dalana Glade – In front of Lot 61 – next to Lot 10 bin area
62	G62	Talland Street – In front of Lot 63 – between Lot 63 & Lot 64 driveways
63	G63	Talland Street – In front of Lot 64 – between Lot 64 driveway & Lot 64 bin area
64	G64	Talland Street – In front of Lot 64 – next to Lot 63 bin area
65	G65	Grandeur Parade – In front of Lot 65 – next to Lot 65 driveway
66	G66	Grandeur Parade – In front of Lot 67 – next to Lot 67 bin area
67	G67	Grandeur Parade – In front of Lot 67 – between Lot 67 driveway & Lot 66 bin area
68	G68	Grandeur Parade – In front of Lot 68 – between Lot 68 driveway & Lot 78 bin area
69	G69	Grandeur Parade – In front of Lot 72 – between Lot 73 driveway & Lot 70 bin area
70	G70	Grandeur Parade – In front of Lot 72 – between Lot 69 & Lot 71 bin area
71	G71	Grandeur Parade – In front of Lot 72 – between Lot 72 driveway & Lot 70 bin area

APPROVED BY BLACKTOWN CITY COUNCIL

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Authorised Officer

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

Lengths are in metres

(Sheet 6 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

Lot Number	Designated Bin Area	Description of Location of Bin Area
72	G72	Grandeur Parade – In front of Lot 73 – between Lot 73 driveway & Lot 73 bin area
73	G73	Grandeur Parade – In front of Lot 73 – next to Lot 72 bin area
74	G74	Grandeur Parade – In front of Lot 71 – between Lot 71 driveway & Lot 75 bin area
75	G75	Grandeur Parade – In front of Lot 71 – between Lot 74 & 76 bin areas
76	G76	Grandeur Parade – In front of Lot 71 – between Lot 70 driveway & Lot 75 bin area
77	G77	Grandeur Parade – In front of Lot 68 – next to Lot 78 bin area
78	G78	Grandeur Parade – In front of Lot 68 – between Lot 77 & Lot 68 bin areas
79	G79	Talland Street – In front of Lot 62 – next to Lot 80 bin area (intersection of Talland Street & Kalka Glade)
80	G80	Talland Street – In front of Lot 62 – between Lot 62 driveway & Lot 79 bin area

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

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 7 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

**2. Terms of Positive Covenant numbered 2 in the plan**

- 2.1 All lots must place all bulky waste within the two designated storage and collection areas – designated in table below.
- 2.2 Clean ups will only occur from the communal bulky waste collection point if they comply with Blacktown City Council requirements for household clean ups. If discarded items fail to comply of the communal collection point is poorly managed, it is the responsibility of the Strata/Body Corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
- 2.3 All lots must only place whitegoods and large household items within the communal bulk waste collection area, not more than 12 hours before each date allocated by Blacktown City Council for collection of such items.
- 2.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Designated Communal Bulky Waste Collection Area	Description of Location of Bin Area
BW1	Intersection of Cranbourne Street & Guma Glade - Next to Visitor Parking Spaces, Adjacent to Lot 17
BW2	Intersection of Cranbourne Street & Koara Glade - Adjacent to Lot 42

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

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.....  
Authorised Officer

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

Lengths are in metres

(Sheet 8 of 10 sheets)

**Plan:** Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

**3. Terms of Positive Covenant numbered 3 in the plan**

- 3.1 All lots must place all bulky waste within the designated storage and collection area – designated in table below.
- 3.2 Clean ups will only occur from the communal bulky waste collection point if they comply with Blacktown City Council requirements for household clean ups. If discarded items fail to comply of the communal collection point is poorly managed, it is the responsibility of the Strata/Body Corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
- 3.3 All lots must only place whitegoods and large household items within the communal bulk waste collection area, not more than 12 hours before each date allocated by Blacktown City Council for collection of such items.
- 3.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

Designated Communal Bulky Waste Collection Area	Description of Location of Bin Area
BW3	Grandeur Parade - In front of Lot 68

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

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

Lengths are in metres

(Sheet 9 of 10 sheets)

**Plan:**

Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

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

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

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name of Authorised Officer

.....  
Name of Witness

.....  
Position of Authorised Officer

.....  
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 10 of 10 sheets)

**Plan:**

Plan of subdivision of Lot 1 in DP1254691  
covered by Strata Certificate No. ....

**PART 2**

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.....  
Authorised Officer

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 1 of 21 sheet(s)
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Instrument setting out the details of by-laws to be created upon registration of a strata plan

**Lot 1**  
**133-137 Kensington Park Road**  
**RIVERSTONE 2765**

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 2 of 21 sheet(s)
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## Table of Contents

1. Purpose of the by-laws .....	4
2. Who must comply with the by-laws? .....	4
3. Common Property Rights by-laws .....	4
3.1 Purpose of the common property rights by-law .....	4
3.2 How to change a common property rights by-law .....	5
3.3 Occupiers may exercise rights.....	5
3.4 Repairing damage.....	5
3.5 Indemnities .....	5
3.6 Additional insurances .....	5
4. Requirements if you lease your lot .....	6
5. Vehicles .....	6
6. Changes to common property .....	6
7. Damage to lawns and plants on common property.....	7
8. Obstruction of common property .....	7
9. Keeping of Animals.....	7
9.1 Subject to this by-law:.....	7
9.2 When will you need consent?.....	8
9.3 Obligations of owners in notifying the owners corporation.....	8
9.4 Keeping an animal register.....	8
9.5 Keeping of Dogs.....	8
9.6 Keeping of Cats.....	9
9.7 Controlling your animal .....	9
9.8 Your responsibilities .....	9
9.9 Your visitors.....	9
9.10 Conditions for keeping an animal.....	10
10. Noise.....	10
11. Behaviour of owners, occupiers and invitees .....	10
12. Children playing on common property.....	11
13. Smoke penetration .....	11
14. Preservation of fire safety.....	11
15. Storage of inflammable liquids and other substances and materials .....	12

Approved Form 7	Strata Plan By-laws	Sheet 3 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

16. Appearance of lot..... 12

17. Cleaning windows and doors..... 12

18. Hanging out of washing..... 13

19. Disposal of waste..... 13

20. Change in use or occupation of lot to be notified..... 14

21. Compliance with planning and other requirements..... 14

22. Responsibility of maintenance, repair or replacement ..... 15

    22.1 Owners corporation responsibilities for maintenance, repair or replacement ..... 15

    22.2 Lot owner responsibilities for maintenance, repair or replacement ..... 19

23. Signatures Page.....21

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 4 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

## 1. Purpose of the by-laws

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

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

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

## 2. Who must comply with the by-laws?

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

## 3. Common Property Rights by-laws

### 3.1 Purpose of the common property rights by-law

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 5 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

### **3.2 How to change a common property rights by-law**

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

### **3.3 Occupiers may exercise rights**

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

### **3.4 Repairing damage**

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

### **3.5 Indemnities**

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

### **3.6 Additional insurances**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 6 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

#### 4. Requirements if you lease your lot

If you lease or license your lot, you must:

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

#### 5. Vehicles

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

#### 6. Changes to common property

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

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

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

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

The owner of a lot must:

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 7 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

## **7. Damage to lawns and plants on common property**

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

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

## **8. Obstruction of common property**

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

## **9. Keeping of Animals**

### **9.1 Subject to this by-law:**

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 8 of 21 sheet(s)
Office Use Only		Office Use Only
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## 9.2 When will you need consent?

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

## 9.3 Obligations of owners in notifying the owners corporation

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

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

## 9.4 Keeping an animal register

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

## 9.5 Keeping of Dogs

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 9 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

## **9.6 Keeping of Cats**

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

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

## **9.7 Controlling your animal**

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

## **9.8 Your responsibilities**

You are responsible for:

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

## **9.9 Your visitors**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 10 of 21 sheet(s)
Office Use Only  Registered:		Office Use Only

### **9.10 Conditions for keeping an animal**

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

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

### **10.Noise**

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

### **11.Behaviour of owners, occupiers and invitees**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 11 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## **12. Children playing on common property**

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

## **13. Smoke penetration**

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

## **14. Preservation of fire safety**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 12 of 21 sheet(s)
Office Use Only		Office Use Only
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### **15. Storage of inflammable liquids and other substances and materials**

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

### **16. Appearance of lot**

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

### **17. Cleaning windows and doors**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 13 of 21 sheet(s)
Office Use Only		Office Use Only
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### 18. Hanging out of washing

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

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

### 19. Disposal of waste

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 14 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

**'bin'** includes any receptacle for waste.

**'waste'** includes garbage and recyclable material.

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

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

## **21. Compliance with planning and other requirements**

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 15 of 21 sheet(s)
Office Use Only		Office Use Only
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## 22. Responsibility of maintenance, repair or replacement

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

### 22.1 Owners corporation responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>a) columns and railings</li> <li>b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>c) balcony ceilings (including painting)</li> <li>d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>f) common wall fencing, shown as a thick line on the strata plan</li> <li>g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>i) walls of planter boxes shown by a thick line on the strata plan</li> <li>j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owners responsibility)</li> <li>b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owners responsibility)</li> <li>c) guttering</li> <li>d) membranes</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 16 of 21 sheet(s)
Office Use Only		Office Use Only
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<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>a) air conditioning systems serving more than one lot</li> <li>b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>c) fuses and fuse board in meter room</li> <li>d) intercom handset and wiring serving more than one lot</li> <li>e) electrical wiring serving more than one lot</li> <li>f) light fittings serving more than one lot</li> <li>g) power point sockets serving more than one lot</li> <li>h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>i) telephone, television, internet and cable wiring within common property walls</li> <li>j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>a) original door lock or its subsequent replacement</li> <li>b) entrance door to a lot including all door furniture and automatic closer</li> <li>c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>a) original floorboards or parquetry flooring affixed to common property floors</li> <li>b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 17 of 21 sheet(s)
Office Use Only		Office Use Only
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<b>6. General</b>	<ul style="list-style-type: none"> <li>a) common property walls</li> <li>b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>c) any door in a common property wall (including all original door furniture)</li> <li>d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>h) exhaust fans outside the lot</li> <li>i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>j) letter boxes within common property</li> <li>k) swimming pool and associated equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>a) floor drain or sewer in common property</li> <li>b) pipes within common property wall, floor or ceiling</li> <li>c) main stopcock to unit</li> <li>d) storm water and on-site detention systems below ground</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 18 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 19 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## 22.2 Lot owner responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>b) fuses and fuse boards within the lot and serving only that lot</li> <li>c) in-sink food waste disposal systems and water filtration systems</li> <li>d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>g) telephone, television, internet and cable service and connection sockets</li> <li>h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>b) lacquer and staining on surface of floorboards or parquet flooring</li> <li>c) internal carpeting and floor coverings, unfixed floating floors</li> <li>d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 20 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

<b>6. General</b>	<ul style="list-style-type: none"> <li>a) internal (non-common property) walls</li> <li>b) paintwork inside the lot ( including ceiling and entrance door)</li> <li>c) built in wardrobes, cupboards, shelving</li> <li>d) dishwasher</li> <li>e) stove</li> <li>f) washing machine and clothes dryer</li> <li>g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>h) internal doors (including door furniture</li> <li>i) skirting and architraves on non-common property walls</li> <li>j) tiles and associated waterproofing affixed to non-common property walls</li> <li>k) letterbox within a lot</li> <li>l) pavers installed within the lot's boundaries</li> <li>m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>a) garage door remote controller</li> <li>b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>c) sink, laundry tub and hand basin</li> <li>d) toilet bowl and cistern</li> <li>e) bath</li> <li>f) shower screen</li> <li>g) bathroom cabinet and mirror</li> <li>h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>b) locks additional to the original (or any lock replaced by an owner)</li> <li>c) window lock keys</li> </ul>

Approved Form 7	Strata Plan By-laws	Sheet 21 of 21 sheet(s)
Registered:	Office Use Only	Office Use Only

23. Signatures Page

SURVEYING & SPATIAL INFORMATION REGULATION 2017, CLAUSE 70						
COORDINATE SCHEDULE						
	MEA COORDINATES		CLASS	METHOD	STATE	
MARK	EASTING	NORTHING				
SSH 15772	503 351 030	6 270 726 887	B	SC11S	FOUND	B
PI 28688	503 304 256	6 270 693 291	B	SC11S	FOUND	B
PI 57359	503 630 882	6 270 567 546	B	SC11S	FOUND	B
GFS: 1.000047			ZONE: 56	DATUM: GDA04		
			SOURCE: SC11S AS AT 06/10/17			

PM 29838 - CNR (F)  
57° 08' 05" ~ 49.73

Surveyor:  
RUIYUAN LI  
Date of Survey: 11/10/2017  
Surveyor's Ref: 6615-A

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

REGISTERED  
18.05.2018

DP1241241

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of <sup>13</sup>12 sheets

Registered:  18.05.2018  
 Title System: TORRENS  
 Purpose: CONSOLIDATION

Office Use Only

DP1241241

Office Use Only

PLAN OF CONSOLIDATION OF LOT 1B IN  
 DP 361935, LOT 2A IN DP 354435 AND LOT 3  
 IN DP 579020

LGA: BLACKTOWN  
 Locality: RIVERSTONE  
 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, ~~RUIYUAN LI~~ RuiYuan Li  
 of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD.  
 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 11<sup>TH</sup> OCTOBER 2016 -  
 OCTOBER 2017

\*(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: 10/11/2017

Surveyor ID: 6615

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.

Subdivision Certificate

I, .....  
 \*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: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

\*Strike through if inapplicable.

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

Plans used in the preparation of survey/compilation.

DP1232418 DP1515524 DP361935  
 DP1224542 DP1195494 DP354435  
 DP1224541 DP579020 DP236422  
 DP1218224 DP389563 DP712

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 6615-A


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 13 sheets

Registered:  18.05.2018

Office Use Only

DP1241241

Office Use Only

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

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.

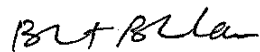
Subdivision Certificate number: .....

Date of Endorsement: .....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	133-137	Kensington Park	Road	Riverstone

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

)  
)  
)  
)  
)

  
Bhart Bhushan  
Sole Director/Secretary

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 13 sheets

Office Use Only

Office Use Only

Registered:  18.05.2018

DP1241241

PLAN OF CONSOLIDATION OF LOT 1B IN  
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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: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED by James Barton Carter the Attorney of *Bruce Group Pty Limited (ACN 125 512 647)* pursuant to Power of Attorney registered Book. 4697 No.79 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:

Signed for and on behalf of *Bruce Group Pty Limited (ACN 125 512 647)* by the said attorney who is a solicitor in the state of New South Wales



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025



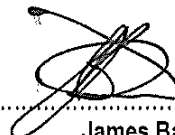
James Barton Carter

SIGNED by James Barton Carter the Attorney of *MIPA Holdings Pty Limited (ACN 143 526 354)* pursuant to Power of Attorney registered Book.4697 No.576 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:

Signed for and on behalf of *MIPA Holdings Pty Limited (ACN 143 526 354)* by the said attorney who is a solicitor in the state of New South Wales



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025



James Barton Carter

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 13 sheets

Registered:  18.05.2018

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DP1241241

Office Use Only

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

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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: .....

Date of Endorsement: .....

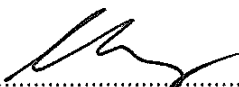
Consent of Mortgagees

SIGNED by James Barton Carter the Attorney  
of R & M Asset Management Pty Ltd (ACN 605  
885 087) pursuant to Power of Attorney  
registered Book.4718 No.960 and I certify that  
the said attorney, with whom I am personally  
acquainted signed this consent in my  
presence:

Signed for and on behalf of R & M Asset  
Management Pty Ltd (ACN 605 885 087) by  
the said attorney who is a solicitor in the state  
of New South Wales



James Barton Carter

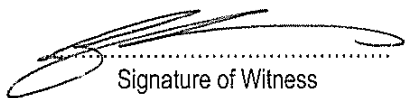


Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

SIGNED in my presence by Peter Voukelatos who is  
personally known to me



Peter Voukelatos



Signature of Witness

GEORGE KOUVOUSIS

Name of Witness

56 Water St Belfield NSW 2191

Address of Witness

Surveyor's Reference: 6615-A


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 13 sheets

Registered:  18.05.2018

Office Use Only

DP1241241

Office Use Only

**PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020**

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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: .....

Date of Endorsement: .....

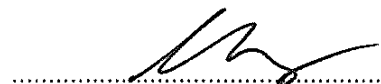
Consent of Mortgagees

SIGNED by James Barton Carter the Attorney  
of *BLCV Pty Limited (ACN 135 427 262)*  
pursuant to Power of Attorney registered  
Book.4689 No.552 and I certify that the said  
attorney, with whom I am personally  
acquainted signed this consent in my  
presence:

Signed for and on behalf of *BLCV Pty Limited*  
(ACN 135 427 262) by the said attorney who  
is a solicitor in the state of New South Wales



James Barton Carter



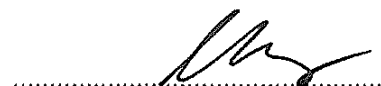
Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

SIGNED by James Barton Carter the Attorney  
of *Max Loosen* pursuant to Power of Attorney  
registered Book.4689 No.376  
and I certify that the said attorney, with whom I  
am personally acquainted signed this consent  
in my presence:

Signed for and on behalf of *Max Loosen* by  
the said attorney who is a solicitor in the state  
of New South Wales



James Barton Carter



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 13 sheets

Office Use Only

Registered:  18.05.2018

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DP1241241

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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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: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED by Maria Stamatakis the Attorney of  
*George Stamatakis* pursuant to Power of  
Attorney registered Book.4716 No.409 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signed for and on behalf of *George  
Stamatakis* by the said attorney who is a  
solicitor in the state of New South Wales

  
Maria Stamatakis

  
Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

SIGNED by James Barton Carter the Attorney  
of A.C.N. 159 817 802 Pty Ltd  
(ACN 159 817 802) pursuant to Power of  
Attorney registered Book.4729 No.188 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signed for and on behalf of ACN 159 817 802  
Pty Limited (ACN 159 817 802) by the said  
attorney who is a solicitor in the state of New  
South Wales

  
James Barton Carter

  
Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 13 sheets

Office Use Only

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Registered:  18.05.2018

DP1241241

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

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

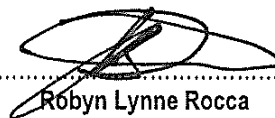
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED in my presence by Robyn Lynne Rocca who is personally known to me

  
Robyn Lynne Rocca

By his/her duly constituted  
attorney James Barton Carter  
Book 4742 No. 232

  
Signature of Witness

Clare Tong  
Name of Witness

388 Edgecliff Road, Woollahra NSW 2025  
Address of Witness

SIGNED in my presence by Barbara Loosen who is personally known to me

  
Barbara Loosen

By his/her duly constituted  
attorney James Barton Carter  
Book 4742 No. 234

  
Signature of Witness

Clare Tong  
Name of Witness

388 Edgecliff Road, Woollahra NSW 2025  
Address of Witness

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 13 sheets

Registered:



18.05.2018

Office Use Only

DP1241241

Office Use Only

PLAN OF CONSOLIDATION OF LOT 1B IN  
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Subdivision Certificate number: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED by James Barton Carter the Attorney  
of *Garry Maxwell Loosen* pursuant to Power of  
Attorney registered Book.4697 No.339 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signed for and on behalf of *Garry Maxwell  
Loosen* by the said attorney who is a solicitor  
in the state of New South Wales

James Barton Carter

Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

SIGNED by James Barton Carter the Attorney  
of *Ruzicka Super Pty Limited (ACN 132 133  
094)* pursuant to Power of Attorney registered  
Book.4704 No.974 and I certify that the said  
attorney, with whom I am personally  
acquainted signed this consent in my  
presence:

Signed for and on behalf of *Ruzicka Super  
Pty Limited (ACN 132 133 094)* by the said  
attorney who is a solicitor in the state of New  
South Wales

James Barton Carter

Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 13 sheets

Office Use Only

Registered:  18.05.2018

Office Use Only

DP1241241

PLAN OF CONSOLIDATION OF LOT 1B IN  
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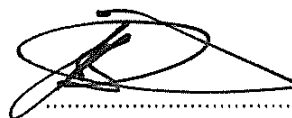
Subdivision Certificate number: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED by James Barton Carter the Attorney  
of *Carol Ann Crighton* pursuant to Power of  
Attorney registered Book.4718 No.599 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signed for and on behalf of *Carol Ann  
Crighton* by the said attorney who is a solicitor  
in the state of New South Wales



James Barton Carter



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

SIGNED in my presence by Hayden Loosen  
who is personally known to me



Hayden Loosen



Signature of Witness

*Clare Tong*

Name of Witness

*388 Edgecliff Road, Woollahra NSW 2025*

Address of Witness

Surveyor's Reference: 6615-A


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 13 sheets

Office Use Only		Office Use Only	
Registered:  18.05.2018	<b>DP1241241</b>		
<b>PLAN OF CONSOLIDATION OF LOT 1B IN DP 361935, LOT 2A IN DP 354435 AND LOT 3 IN DP 579020</b>			
Subdivision Certificate number: .....		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: .....			

Consent of Mortgagees

SIGNED by James Barton Carter the Attorney of *Peter Fairley* pursuant to Power of Attorney registered Book.4721 No.234 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:




Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Signed for and on behalf of *Peter Fairley* by the said attorney who is a solicitor in the state of New South Wales



James Barton Carter

SIGNED by James Barton Carter the Attorney of *Urral Pty Limited (ACN 143 953 664)* pursuant to Power of Attorney registered Book. 4729 No. 634 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Signed for and on behalf of *Urral Pty Limited (ACN 143 953 664)* by the said attorney who is a solicitor in the state of New South Wales



James Barton Carter

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 13 sheets

Registered:



18.05.2018

Office Use Only

DP1241241

Office Use Only

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

Subdivision Certificate number: .....

Date of Endorsement: .....

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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.

Consent of Mortgagees

SIGNED by James Barton Carter the Attorney  
of *Elizabeth Ann Burgess* pursuant to Power of  
Attorney registered Book.4697 No.78 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Signed for and on behalf of *Elizabeth Ann  
Burgess* by the said attorney who is a solicitor  
in the state of New South Wales

James Barton Carter

SIGNED by James Barton Carter the Attorney  
of *Francesco Carmelo Vumbaca* pursuant to  
Power of Attorney registered Book.4684 No.  
512 and I certify that the said attorney, with  
whom I am personally acquainted signed this  
consent in my presence:

Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Signed for and on behalf of *Francesco  
Carmelo Vumbaca* by the said attorney who is  
a solicitor in the state of New South Wales

James Barton Carter

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 12 of 13 sheets

Office Use Only

Registered:  18.05.2018

Office Use Only

DP1241241

PLAN OF CONSOLIDATION OF LOT 1B IN  
DP 361935, LOT 2A IN DP 354435 AND LOT 3  
IN DP 579020

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: .....

Date of Endorsement: .....

Consent of Mortgagees

EXECUTED by  
Senool Pty Limited  
ACN 084 498 233  
in accordance with s127 of  
the Corporations Act 2001

By <sup>its</sup> ~~his/her~~ duly constituted  
attorney James Barton Carter  
Book 4742 No. 233



Garry Maxwell Loosen  
Sole Director/Secretary

Signed in my presence by James Barton  
Carter who is personally known to me

Clare Tong, solicitor   
388 Edgecliff Rd. Woollahra NSW 2025

SIGNED by James Barton Carter the Attorney  
of V H Benjamin Investments Pty Ltd  
(ACN 154 162 697) pursuant to Power of  
Attorney registered Book 4698 No. 77 and I  
certify that the said attorney, with whom I am  
personally acquainted signed this consent in  
my presence:

Signed for and on behalf of V.H. Benjamin  
Investments Pty Ltd (ACN 154 162 697) by  
the said attorney who is a solicitor in the state  
of New South Wales



James Barton Carter



Signature of Witness  
Clare Tong (Solicitor)  
388 Edgecliff Road  
Woollahra NSW 2025

Surveyor's Reference: 6615-A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 13 of 13 sheets

Registered:



18.05.2018

Office Use Only

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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: .....

Date of Endorsement: .....

Consent of Mortgagees

SIGNED in my presence by Sam Kyriazopoulos who is  
personally known to me

Sam Kyriazopoulos

Signature of Witness

.....  
*GEORGE KOVOUSIS*  
Name of Witness

.....  
*56 Water St Belfield NSW 2191*  
Address of Witness

SIGNED in my presence by Nikoleta Makris who is  
personally known to me

Nikoleta Makris

Signature of Witness

.....  
*GEORGE KOVOUSIS*  
Name of Witness

.....  
*56 Water St Belfield NSW 2191*  
Address of Witness

Surveyor's Reference: 6615-A



C984065

MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900)

R 141 M

P 141 M

FEES:—

Lodgment ...  
Endorsement ...  
Certificate ...

3 FEB 1941

(Trusts must not be disclosed in the transfer)

I, MARY GERTRUDE POWELL of Balmain, Spinster

(herein called transferor)

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

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

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

CHARLES ALEXANDER HARTUP of Schofield, Railway employee

(herein called transferee)

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

do hereby transfer to the said transferee

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

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Gidley	Part	807	248	and being Lot 2 Section 3 on D.P. No. 712.

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

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

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

ENCUMBRANCES, &c., REFERRED TO:

f If the space provided is insufficient a form of annexure should be used.

Nil.

Signed at Sydney

the

21<sup>st</sup> day of January 1941.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferor.\*

Transferee.

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

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

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

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

185 Elizabeth Street,  
SYDNEY.

CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within mortgage under Mortgage No. thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 Mortgagee.  
Signed in my presence by who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19  
Signed at the place and on the date above mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.\*

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

25 FEB 1941  
BY  
CHECKED 6

MEMORANDUM OF TRANSFER OF

Acre. rods perches.  
Lot 2 Sec 8 S.P. 712  
Branbourne St.,  
Shire Blacktown (at Riverstone)  
Municipality  
Parish County  
(Sub. to Covenants)  
Charles Alexander Harper Transferree.

Particulars entered in Register Book, Vol. 807, Fol. 348

the 1st day of February 1941.  
at minutes 13 o'clock in the noon.

By W. H. H. Registrar-General



DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...		
Draft examined...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engrossers ...		
Cancellation Clerk ...		
VOL. 8074	FOL. 103	
Diagram Fees ...		
Additional Folios ...		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 3/4 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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

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

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

J 808757

CONVEYANCING ACT, 1919-1954  
REAL PROPERTY ACT, 1900264-5  
27/10/61Notice of Resumption of Land subject to the provisions  
of Real Property Act, 19002-15 RECORDED  
10 MAR 1965

Office

I, EDWARD JOHN MINCHIN, State Crown Solicitor's/ DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the day of the one thousand nine hundred and inter alia of and declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed, AND I REQUEST that you will deal with and give effect to the in so far as the land mentioned in the Schedule hereunder written is concerned said Notification as if the same were a Memorandum of Transfer of such easement duly executed under the Real Property Act, 1900, and I, the said EDWARD JOHN MINCHIN

HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twentysecond day of February, one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

## SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. 119	Parish	County			
	Rooty Hill	Cumberland	PART C.T.	4709	21 X
Being	the land delineated on the plan annexed hereto and marked "AB"				
Pt. 119	do (sd.pt.being	pt. of the land shown in	do	4709	21 X
	29795 (L)				
Being	the land delineated on the plan annexed hereto and marked "AA"				
Pt. lots 1, 2 & 11	Deposited Plan No.	17043	do	5031	41 X
Being	the land delineated on the plan annexed hereto and marked "Z"				
Pt. lots 1, 3 to 10 inclusive	Deposited Plan No.	2912	do	8387	21 X
Pt. 4a 3 r. 7p Grant	Parish	County			
	Gidley	Cumberland	do	8387	21 X
	(sd.pt.being pt. of the former sites of Bent & East streets in D.P.No. 2912)				
Being	the land delineated on the plan annexed hereto and marked "Y"				
Pt. lot 1A	in plan annexed to Transfer No. D962998		do	5957	11 X
Pt. lot 1B	do		do	5957	64 X
Being	the land delineated on the plan annexed hereto and marked "X"				

DATED this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord

one thousand nine hundred and sixty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

Lot	Section	Deposited Plan or Name of Estate	PART OR WHOLE	VOLUME	FOLIO
Pt. lot 3	Q	Deposited Plan No. 712	do	6988	81X/8
Pt. lot 4		do	do	9508	83A X/
Pt. lot 4		do	do	9508	83B X/
Pt. lot 5		do	do	5248	98 X/
Being the land delineated on the plan annexed hereto and marked "W".					
Pt. lot 9		Deposited Plan No. 30211	do	9230	63A X/
Pt. lot 10		do	do	4284	223K X/
Being the land delineated on the plan annexed hereto and marked "V".					
Pt. lot 47		Deposited Plan No. 30186	do	8155	16 X/
Pt. lot 48		do	do	7932	118 X/
Pt. lot 49		do	do	8155	17 X/
Pt. lot 50		do	do	8155	18 X/
Pt. lot 51		do	do	8155	19 X/
Being the land delineated on the plan annexed hereto and marked "U".					
Pt. lot 163		Deposited Plan No. 201260 (sd. pt. being pt. of 636ac. 2r. 22p. parcel of land in RPA. 11541)	do	9201	120 X/
Pt. lot 164		do	do	9201	121 X/
Pt. lot 166		do	do	9201	122 X/
Pt. lot 93		Deposited Plan No. 208203 (sd. pt. being pt. of 636ac. 2r. 22p. parcel of land in RPA. 11541)	do	9433	23 X/
Pt. lot 94		Deposited Plan No. 208203 (sd. pt. being pt. of 636ac. 2r. 22p. parcel of land in RPA. 11541)	PART C.T.	9433	24 X/
Pt. lot 95		do	do	9433	25 X/
Pt. lot 96		do	do	9433	26 X/
Pt. lot 97		do	do	9433	27 X/
Pt. lot 98		do	do	9433	28 X/
Pt. lot 99		do	do	9433	29 X/
Pt. lot 100		do	do	9433	30 X/
Being the land delineated on the plan annexed hereto and marked "T".					
Pt. land shown in RPA. 33048, Parish of Nelson County of Cumberland do 5100					
Being the land delineated on the plan annexed hereto and marked "S".					
Pt. 207		Parish County Castle Hill Cumberland (sd. pt. being pt. land in RPA. 9542)	do	6556	152 X/
Being the land delineated on the plan annexed hereto and marked "R".					
Pt. 21		Parish County Castle Hill Cumberland	do	3317	174 X/
Pt. 27		do	do	3317	187 X/
Being the land delineated on the plan annexed hereto and marked "Q".					
Pt. lot X in plan lodged with		Transfer No. F768552	do	6892	33 X/
Being the land delineated on the plan annexed hereto and marked "P".					
Pt. 190		Parish County Castle Hill Cumberland	do	3222	39 X/
Being the land delineated on the plan annexed hereto and marked "O".					

Lot	Section	Deposited Plan or Name of Estate	PART OR WHOLE	VOLUME	FOLIO
Pt. lot 2		MPS. (R.P.) Reg. No. 114974 (sd. pt. being pt. lot 2 in plan annexed to H447289)	PART C.T.	8277	118 X
Being the land delineated on the plan annexed hereto and marked "N".					
Pt. lot 4		Deposited Plan No. 31865	do	9004	132 ✓
Pt. lot 5		do	do	9004	133 X
Pt. lot 6		do	do	9004	134 X
Pt. lot 7		do	do	9004	135 X
Pt. lot 11		do	do	9004	139 X
Being the land delineated on the plan annexed hereto and marked "M".					
Pt. land shown in plan annexed to G502668		do	do	7194	202 X
Pt. lot F in plan lodged with H683468 (sd. pt. being pt. lot A in plan annexed to H155963)		do	do	8327	139 *
Being the land delineated on the plan annexed hereto and marked "L".					
Pt. 229	Parish Nelson	County Cumberland	do	3297	196 ✓
Pt. 296		do	do	3581	25 ✓
Being the land delineated on the plan annexed hereto and marked "K".					
Pt. 290	Parish Nelson	County Cumberland	PART C.T.	4750	93 X
Being the land delineated on the plan annexed hereto and marked "J".					
Pt. lot 1		Deposited Plan No. 201608	do	9003	70 ✓
Pt. lot 2		do	do	9003	71 ✓
Pt. lot 3		do	do	9003	72A ✓
Pt. lot 3		do	do	9003	72B ✓
Being the land delineated on the plan annexed hereto and marked "H".					
Pt. 291	Parish Nelson	County Cumberland	do	1723	93 X
Being the land delineated on the plan annexed hereto and marked "G".					
Pt. lot 1		Deposited Plan No. 216184 (sd. pt. being pt. lot 369 Parish of Nelson and County of Cumberland)	do	9387	1 X
Pt. lot 2		do	do	9387	2 X
Pt. lot 3		do	do	9387	3 X
Pt. lot 4		do	do	9387	4 X
Pt. lot 5		do	do	9387	5 X
Pt. lot 6		do	do	9387	6 X
Pt. lot 7		do	do	9387	7 X
Pt. lot 8		do	do	9387	8 X
Pt. Por 371		do	do	8478	197 X
Being the land delineated on the plan annexed hereto and marked "F".					
Pt. lot 8		Deposited Plan No. 216184 (sd. pt. being pt. por 227 Parish of Nelson and County of Cumberland)	do	9387	8 X

*G. A. ...*

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

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

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

THE REGISTRAR GENERAL  
SYDNEY.

AS AMENDED.  
AS AMENDED  
KV TRANSMISSION LINE  
of Easements

Electricity Commission of New South Wales, that easements or rights to use the subsoil or undersurface of the land in Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that easements or rights as aforesaid over so much of the land as is Crown land are hereby appropriated and easements or rights as aforesaid over so much of the said private property are hereby resumed under Division 10 of the Public Works Act, 1912, as amended, for the purposes aforesaid; and it is hereby further notified that easements or rights are vested in the Electricity Commission of New South Wales.

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

E. W. WOODWARD, Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

That piece or parcel of land situate in the Municipality of Blacktown, parish of Rooty Hill and county of Cumberland, being part of portion 11 extending from the boundary of portion 11 to the south-eastern boundary of the land shown in plan catalogued 29,795 (L) lying in strips of land 100 feet wide on both sides of the transmission line which intersects the said boundary of portion 11 at a point distant 1,859 feet from the south-western corner of the said portion 11 and north-easterly through a point on the said south-eastern boundary of the land shown in plan catalogued 29,795 (L) distant 466 feet 6 inches south-westerly from the south-east corner of the said land,—and said to be in the possession of F. G. Watts.

That piece or parcel of land situate in the Municipality of Blacktown, parish of Rooty Hill and county of Cumberland, being part of the land shown in plan catalogued 29,795 (L); Commencing on the south-western side of Richmond-road at a point bearing 326 degrees 55 minutes and 54 inches from the easternmost corner of the land shown in plan catalogued 29,795 (L); and bounded to the south-east by lines bearing successively 236 degrees 6 minutes 85 feet 3 1/2 inches and 230 degrees 42 minutes 70 feet 3 1/2 inches to the south-eastern corner of that land; again on the south-east by part of Richmond-road bearing 249 degrees 41 minutes 615 feet; on the north-west by lines bearing successively 50 degrees 42 minutes 661 feet 10 1/2 inches and 56 degrees 26 minutes 3 feet 10 1/2 inches to the said south-western side of Richmond-road; and on the north-east by that side of that road bearing successively 145 degrees 23 minutes 114 feet 10 1/2 inches and 146 degrees 55 minutes 85 feet 1 1/2 inches to the point of commencement,—and said to be in the possession of F. G. Watts.

That piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 1, 2 and 11, deposited plan 712; Commencing on the north-eastern side of Richmond-road at a point bearing 147 degrees 52 minutes and distant 14 inches from the westernmost corner of the said land; and bounded thence on the north-west by lines bearing successively 58 degrees 55 minutes 20 seconds, 1,860 feet 14 inches, 39 degrees 41 minutes 20 seconds 68 feet 11 1/2 inches to the north-western boundary of the said lot 11; on the north-west by part of that boundary bearing 39 minutes 40 seconds 367 feet 5 1/2 inches; on the north-east by lines bearing successively 219 degrees 41 minutes 0 seconds 1,892 feet 7 1/2 inches to the said north-eastern side of Richmond-road; and on the south-west by part of that road bearing successively 329 degrees 24 minutes 5 feet 8 1/2 inches and 327 degrees 52 minutes 114 inches to the point of commencement,—and said to be in the possession of F. G. Watts.

That piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 43, 44 and 45, section B, deposited plan 1,001 (L) lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the said land at a point bearing 234 degrees 21 minutes 45 seconds and distant 1,661 feet 9 1/2 inches from the northernmost corner of the said land; and bounded thence north-easterly to the bank of East Creek,—and

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 1 and 2, registered plan 2,036; Commencing on the north-western side of Grange-avenue at a point bearing 234 degrees 21 minutes 45 seconds and distant 271 feet 1 1/2 inches from the easternmost corner of the said lot 2; and bounded thence on the south-east by that side of that avenue bearing 234 degrees 21 minutes 45 seconds 35 feet 5 1/2 inches; on the north-west by a line bearing 20 degrees 7 minutes 35 seconds 586 feet 6 1/2 inches to the north-western boundary of the said lot 2; again on the north-west by part of that boundary and part of the north-western boundary of the said lot 1 bearing in all 54 degrees 21 minutes 45 seconds 355 feet 5 1/2 inches; and again on the south-east by a line bearing 200 degrees 7 minutes 35 seconds 586 feet 6 1/2 inches to the point of commencement,—and said to be in the possession of L. H. Sinclair and others.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lot 1, part of lots 3 to 10 inclusive, deposited plan 2,912, and part of the former sites of Bent-street and East-street as shown in the said deposited plan 2,912; Commencing on the south-eastern boundary of the said lot 8 at a point bearing 234 degrees 33 minutes 4 seconds and distant 2,297 feet 2 inches from the easternmost corner of lot 14; and bounded thence on the south-east by part of that boundary and part of the south-eastern boundary of lot 7 bearing in all 234 degrees 33 minutes 40 seconds 356 feet 1 1/2 inches; on the north-west by a line bearing 2 degrees 23 minutes 35 seconds 2,455 feet to the right bank of Eastern Creek; generally on the north-west by that creek downwards to the northernmost north-western corner of the said lot 3; again on the north-west by the north-western boundary of that lot and part of the north-western boundary of the said lot 1 bearing in all 54 degrees 21 minutes 261 feet 6 1/2 inches; and again on the south-east by a line bearing 200 degrees 23 minutes 35 seconds 2,495 feet 4 1/2 inches to the point of commencement,—and said to be in the possession of A. and M. Gray Pty. Ltd.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 1A and 1B, plan annexed dealing D. 962,998; Commencing on the north-eastern side of McCulloch-road at a point bearing 138 degrees 15 minutes and distant 229 feet 6 1/2 inches from the westernmost corner of the said lot 1A; and bounded thence on the north-west by a line bearing 54 degrees 26 minutes 40 seconds 331 feet 11 1/2 inches to the north-eastern boundary of the said lot 1; on the north-east by part of that boundary bearing 138 degrees 15 minutes 201 feet 2 1/2 inches; on the south-east by a line bearing 234 degrees 26 minutes 40 seconds 331 feet 11 1/2 inches to the said north-eastern side of McCulloch-road; and on the south-west by that side of that road bearing 138 degrees 15 minutes 201 feet 2 1/2 inches to the point of commencement,—and said to be in the possession of A. T. Rowell and G. G. Peck.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 3, 4 and 5, section Q, deposited plan 712; Commencing on the north-eastern boundary of the said lot 5 at a point bearing 138 degrees 15 minutes and distant 408 feet 8 inches from the northernmost corner of the said lot; and bounded thence on the north-east by part of that boundary bearing 138 degrees 15 minutes 201 feet 2 inches to the south-east by a line bearing 234 degrees 26 minutes 40 seconds 995 feet 9 1/2 inches to the south-western corner of the said lot 3; on the south-west by part of that boundary bearing 318 degrees 15 minutes 201 feet 2 inches to the north-west by a line bearing 54 degrees 26 minutes 40 seconds 995 feet 9 1/2 inches to the point of commencement,—and said to be in the possession of T. Hakiel and others.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 9 and 10, deposited plan 712; Commencing on the north-eastern side of the said land at a point bearing 147 degrees 30 minutes and distant 44 inches from the westernmost corner of the said land; and bounded thence on the north-west by a line bearing 42 minutes 50 seconds 528 feet to the north-eastern boundary of the said lot 10; on the north-east by part of that boundary bearing 147 degrees 30 minutes and distant 200 feet 5 1/2 inches; on the north-east by a line bearing 243 degrees 42 minutes 50 seconds to the said north-eastern side of the said land; and on the west by that side of that street bearing 201 feet 2 1/2 inches to the point of commencement,—and said to be in the possession of S.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being part of lots 30 and 31, deposited plan 712; Commencing on the north-eastern side of the said land at a point bearing 147 degrees 30 minutes and distant 44 inches from the westernmost corner of the said land; and bounded thence on the north-west by a line bearing 42 minutes 50 seconds 528 feet to the north-eastern boundary of the said lot 10; on the north-east by part of that boundary bearing 147 degrees 30 minutes and distant 200 feet 5 1/2 inches; on the north-east by a line bearing 243 degrees 42 minutes 50 seconds to the said north-eastern side of the said land; and on the west by that side of that street bearing 201 feet 2 1/2 inches to the point of commencement,—and said to be in the possession of S.

seconds and distant 418 feet 5½ inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 148 degrees 50 minutes 50 seconds 290 feet; on the south-east by lines bearing successively 235 degrees 53 minutes 30 seconds 976 feet 11½ inches and 243 degrees 49 minutes 30 seconds 105 feet 7½ inches to the south-western boundary of the said lot 47; on the south-west by part of that boundary bearing 329 degrees 42 minutes 0 seconds 200 feet 64 inches; and on the north-west by lines bearing successively 63 degrees 49 minutes 30 seconds 111 feet 4½ inches and 58 degrees 53 minutes 30 seconds 968 feet 2 inches to the point of commencement,—and said to be in the possession of R. B. Terry and others.

Also, all that piece or parcel of land situate in the Municipality of Blacktown, parish of Gidley and county of Cumberland, being that part of the 636 acres 2 roods 22 perches parcel of land comprised in Real Property Application 11,541 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of lot 51, deposited plan 30,186 at a point distant 518 feet 6 inches south-easterly from the northernmost corner of that lot and bears north-easterly through a point on the south-western side of Windsor-road bearing successively 127 degrees 8 minutes 79 feet 2½ inches, 10 degrees 29 minutes 457 feet 3 inches and 136 degrees 5 minutes 301 feet from the northernmost corner of the said 636 acres 2 roods 22 perches parcel of land,—and said to be in the possession of A. Sproule and others.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of the land shown in Real Property Application 33,048: Commencing on the south-eastern side of Durat-road at a point bearing 214 degrees 9 minutes and distant 617 feet 6½ inches from the northernmost corner of the said land shown in Real Property Application 33,048; and bounded thence on the north by a line bearing 87 degrees 11 minutes 27 feet 9½ inches to the north-eastern boundary of that land; on the north-east by part of that boundary bearing 141 degrees 22 minutes 30 seconds 232 feet 9½ inches to the left bank of the Second Ponds Creek; generally on the south-east by that creek upwards to a point bearing 229 degrees 3 minutes 55 seconds and distant 18 feet 44 inches; thence to the south by a line bearing 267 degrees 14 minutes 1,000 feet to the said south-eastern side of Durat-road; and on the north-west by that side of that road bearing 34 degrees 11 minutes 250 feet 1½ inches to the point of commencement,—and said to be in the possession of H. D. & I. I. Marshall.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lot 8, Copenhagen Estate, comprised in deed registered book 1520, No. 988: Commencing on the north-eastern boundary of the land comprised in Real Property Application 33,048 at a point bearing 141 degrees 22 minutes 30 seconds and distant 609 feet 2½ inches from the northernmost corner of that land; and bounded thence on the north by a line bearing 87 degrees 14 minutes 400 feet to the left bank of Second Ponds Creek; on the south-east by that creek upwards to the north-eastern corner of the said land comprised in Real Property Application 33,048; and on the north-west by part of the north-eastern boundary of that land bearing 321 degrees 22 minutes 30 seconds 232 feet to the point of commencement,—and said to be in the possession of P. Bellas and others.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of the land comprised in Real Property Application 9,542: Commencing on the south-western boundary of land comprised in Real Property Application 9,542 at a point bearing successively 329 degrees 2 minutes 18,114 (1.); and bounded thence on the north-east by a line bearing 267 degrees 13 minutes 10 seconds to the north-eastern corner of the said land comprised in Real Property Application 9,542; and on the north-west by that creek downwards to a point bearing 101 degrees 50 seconds and distant 271 feet 12 inches to the said south-western boundary of land comprised in Real Property Application 9,542; and on the north-east by part of that boundary bearing 225 feet 7 inches to the point of commencement,—and said to be in the possession of G. E. Neale.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of the land comprised in Real Property Application 101: Commencing on the south-western boundary of land comprised in Real Property Application 101 at a point bearing 329 degrees 4 minutes 101 inches from the southernmost corner of that land; and bounded thence on the south-east by a line bearing 329 degrees 4 minutes

south-western side of that road bearing 262 feet 3½ inches; and on the north-east by a line bearing 4 degrees 4 minutes 10 seconds to the point of commencement,—and said to be in the possession of South Pacific Mills Pty. Ltd.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of lot 1, deposited plan 32,107: Commencing on the north-eastern side of Withers-road at a point distant 307 degrees 6 minutes and distant 81 feet 2 inches from the southernmost corner of the said lot 1; and thence on the south-west by that side of that road bearing 307 degrees 6 minutes 263 feet 4½ inches; on the north-west by a line bearing 77 degrees 41 minutes 45 seconds 11½ inches to the northernmost north-eastern corner of the said lot 2A; on the north-east by part of that lot bearing in all 127 degrees 6 minutes 263 feet 4½ inches and on the south-east by a line bearing 257 degrees 45 seconds 1,030 feet 11½ inches to the point of commencement,—and said to be in the possession of Mezzomo.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of portions 21 and 27: Commencing on the south-western boundary of the said portion 21 at a point bearing 307 degrees 10 minutes and distant 104 inches from the southernmost corner of that portion and bounded thence on the south-west by part of that portion bearing 307 degrees 10 minutes 263 feet 1½ inches to the north-west by a line bearing 77 degrees 41 minutes 1,478 feet 11½ inches to the north-western corner of Mile End road; on the south-east by that side of that road bearing 206 degrees 254 feet 10½ inches; and on the north-east by a line bearing 257 degrees 41 minutes 45 seconds 1,150 feet to the point of commencement,—and said to be in the possession of W. Brown and others.

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

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being that part of lot 10, deposited plan 32,107: Commencing on the north-eastern boundary of that lot at a point bearing 19 degrees 19 minutes 20 seconds and distant 283 feet from the easternmost corner of that lot and the north-east by a line bearing 245 degrees 31 minutes 12 seconds through a point on the right bank of Caddies Creek,—and said to be in the possession of A. E. Bruning.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of lot X, plan annexed to F. 768,552: Commencing on the south-western side of Durat-road at the northernmost corner of that lot; and thence on the north-east by that side of that road bearing successively 119 degrees 49 minutes 37 feet 8½ inches and 103 degrees 27 minutes 149 feet 6½ inches; on the north-west by a line bearing 246 degrees 15 minutes 438 feet 11½ inches to the north-western boundary of the said lot X; and on the north-west by part of that lot bearing 44 degrees 10 minutes 320 feet 10½ inches to the point of commencement,—and said to be in the possession of E. A. and E. E. Neale.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Castle Hill and county of Cumberland, being part of portion 190: Commencing on the north-western boundary of the said portion 190 at a point bearing 44 degrees 14 minutes and distant 121 feet from the intersection of that boundary with a north-western boundary of the said portion with a north-western boundary of that portion bearing 14 minutes 256 feet 4½ inches to the left bank of Caddies Creek; generally on the north-east by that creek to a point bearing 164 degrees 35 minutes and distant 5½ inches; and on the south-east by a line

2 inches; and on the north and north-west respectively 87 degrees 40 minutes 45 seconds and 73 degrees 45 minutes 45 seconds to the point of commencement,—and said, in possession of R. L. Sedger and P. O. Robinson.

piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portions 227 and 351: Commencing on the eastern boundary of the said portion 351 at a point bearing 35 degrees 35 minutes and distant 542 feet 11 inches to the north-eastern corner of that portion; and on the east by part of that boundary bearing 217 degrees 21 minutes 5 inches; on the south-east by lines bearing successively 246 degrees 29 minutes 45 seconds 5 inches and 253 degrees 45 minutes 45 seconds 9 inches to the western boundary of the portion; on the west by part of that boundary bearing 108 degrees 3 inches; and on the north-west by lines bearing successively 73 degrees 45 minutes 45 seconds and 66 degrees 29 minutes 45 seconds to the point of commencement,—and said to be in the possession of R. L. Sedger and C. P. Thiele.

piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lots 1 and 2, plan annexed to dealing H. 280,861: Commencing on the north-eastern boundary of the said lot 1 at a point bearing 144 degrees 13 minutes 45 seconds 92 feet 5 inches from the northernmost corner of that lot; and bounded thence on the north-east by a line bearing successively 144 degrees 13 minutes 162 feet 8 inches and 126 degrees 59 minutes 47 feet 8 inches; on the south-east by a line bearing 66 degrees 59 minutes 5 seconds 1,066 feet 6 inches to the western boundary of the said lot 2; on the west by a line bearing 360 degrees 217 feet 3 inches to the north-west by a line bearing 66 degrees 59 minutes 921 feet 9 inches to the point of commencement,—and said to be in the possession of E. Murdocca.

piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lot 60A, miscellaneous plan of subdivision 61-511: Commencing on the easternmost northern corner of the said lot at a point bearing 89 degrees 53 minutes and distant 935 feet 11 inches from the north-eastern corner of the land shown in miscellaneous plan of

subdivision (R.P.) 9,160; and bounded thence on the north by part of that boundary bearing 89 degrees 53 minutes 510 feet 11 inches; on the south-east by a line bearing 246 degrees 50 minutes 40 seconds 1,541 feet 5 inches to the south-western boundary of that lot; on the south by part of that boundary bearing successively 306 degrees 45 minutes 45 seconds 75 feet 5 inches and 324 degrees 138 feet; and on the north-west by a line bearing 66 degrees 50 minutes 40 seconds 1,139 feet 2 inches to the point of commencement,—and said to be in the possession of J. E. Inwood.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portions 175 and 178: Commencing on the southern boundary of the said portion 178 at a point bearing 270 degrees and distant 272 feet 6 inches from the south-eastern corner of that portion; and bounded thence on the south by part of that boundary bearing 270 degrees 111 inches; on the north-west by lines bearing successively 66 degrees 57 minutes 20 seconds 1,553 feet 4 inches and 65 degrees 33 minutes 1,666 feet 7 inches to the western boundary of lot F, plan annexed to dealing H. 280,861; on the east by part of that boundary bearing 180 degrees 1 minute 219 feet 8 inches, and on the south-east by lines bearing successively 245 degrees 33 minutes 1,578 feet 1 inches and 246 degrees 57 minutes 20 seconds 1,085 feet 8 inches to the point of commencement,—and said to be in the possession of D. E. Andrew and E. I. Boyton.

And also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lot C, plan annexed to dealing G. 787,158 and part of lot F, plan annexed to dealing H. 280,861: Commencing on the western boundary of the said lot F at a point bearing 178 degrees 44 minutes and distant 166 feet 7 inches from the north-western corner of the said lot; and bounded thence on the north-west by a line bearing 17 degrees 17 minutes 15 seconds 876 feet 9 inches to the southern boundary of lot B, plan annexed to dealing G. 787,158; on the north by part of that boundary bearing 30 degrees 30 minutes 10 seconds 487 feet 7 inches; on the south-east by a line bearing 244 degrees 17 minutes 15 seconds 1,412 feet 5 inches to the said western boundary of lot F; on the west by part of that boundary bearing 358 degrees 219 feet 8 inches to the point of commencement,—and said to be in the possession of O. B. Martyn and J. E. Inwood. Misc. 61-511.

ry bearing 222 degrees 36 minutes 45 seconds 188 feet 2½ inches to the right bank of Cattai Creek; generally on the east by that creek downwards to the southernmost corner of lot 3; on the north-west by part of the south-eastern boundary of that lot bearing 19 degrees 42 minutes 10 seconds 1 foot 7½ inches; and again on the north-west by a line bearing 70 degrees 15 minutes 5 seconds 114 feet 5½ inches to the point of commencement,—and said to be in the possession of A. R. Saundcock.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lots 4 to 7 inclusive, and part of lot 11, deposited in 31,865: Commencing on the eastern boundary of the said lot 11 at a point bearing 360 degrees and distant 1,431 feet 9½ inches from the south-eastern corner of that lot; and bounded thence on the south-east by a line bearing 250 degrees 18 minutes 20 seconds 1,156 feet 8½ inches to the north-eastern boundary of the land shown in plan annexed to dealing G. 2,668; on the south-west by part of that boundary bearing 2 degrees 43 minutes 20 seconds 67 feet 11½ inches to the northernmost corner of that land; again on the south-east by part of the north-western boundary of the said land bearing 1 degrees 57 minutes 15 seconds 169 feet 10½ inches; again on the south-east by a line bearing 250 degrees 18 minutes 20 seconds 91 feet 7½ inches to the north-eastern side of the grove-road; again on the south-west by that side of the road bearing 332 degrees 39 minutes 30 seconds 201 feet 9½ inches; on the north-west by a line bearing 70 degrees 18 minutes 20 seconds 1,511 feet 8½ inches to the eastern boundary of lot 11; and on the east by part of the boundary bearing 180 degrees 212 feet 5½ inches to the point of commencement,—and said to be in the possession of F. Robb and others.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of the land shown in plan annexed to dealing G. 502,668: Commencing at the northernmost corner of the land shown in plan annexed to dealing G. 502,668; and bounded thence on the north-east by part of the north-eastern boundary of that land bearing 152 degrees 56 minutes 67 seconds 11½ inches; on the south-east by a line bearing 250 degrees 40 minutes 30 seconds 165 feet 1½ inches to the northern boundary of that land; and on the north-west by part of that boundary bearing 47 degrees 20 minutes 169 feet 10½ inches to the point of commencement,—and said to be in the possession of the Crown.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portion 230 and part of lot A, plan annexed to dealing H. 155,963: Commencing on the eastern boundary of the said portion 230 at a point bearing 360 degrees and distant 1 foot 1½ inches from the south-eastern corner of that portion; and bounded thence on the south and south-east by lines bearing respectively 267 degrees 28 minutes 20 seconds 5½ inches and 250 degrees 14 minutes 20 seconds 4 inches to the westernmost western boundary of the lot A; on the west by part of that boundary bearing 212 degrees 212 feet 6½ inches; on the north-west and north by lines bearing respectively 70 degrees 14 minutes 20 seconds 293 feet 9½ inches and 87 degrees 28 minutes 20 seconds 678 feet 7½ inches to the said eastern boundary of lot A; and on the east by part of that boundary bearing 180 degrees 200 feet 2½ inches to the point of commencement,—and said to be in the possession of the Crown and N. A.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portions 229 and 296: Commencing on the eastern boundary of the said portion 296 at a point bearing 133 degrees 47 minutes and distant 92 feet 3½ inches from the northernmost corner of that portion; and bounded thence on the north-east by part of that boundary bearing 132

degrees 215 degrees 252 feet 1½ inches; on the south by a line bearing 6 minutes 35 seconds 620 feet to the right bank of Cattai Creek; generally on the south-west by that creek to a point bearing 312 degrees 11 minutes and 1 foot 6½ inches; and on the north by a line bearing 6 minutes 35 seconds 980 feet to the point of commencement,—and said to be in the possession of J. Baildon.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portion 166: Commencing on the northernmost north-eastern boundary of the said portion at a point bearing 137 degrees and distant 164 feet from the northernmost corner of that portion; and bounded thence on the north-east by part of that boundary bearing 1 degrees 85 feet 2 inches; on the south-east by a line bearing 166 minutes 145 feet 7½ inches; on the south by a line bearing 267 degrees 35 seconds 355 feet 2½ inches to the northernmost north-western boundary of the said portion; and on the north-west by part of that boundary bearing 34 minutes 252 feet ¾ inch; and on the north by a line bearing 87 degrees 35 seconds 202 feet 2½ inches to the point of commencement,—and said to be in the possession of V. G. Smith.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of lots 1 to 3 inclusive, deposited in 201,608: Commencing on the northernmost eastern boundary of the said lot 3 at a point bearing 360 degrees and distant 645 feet 5½ inches from the north-eastern corner of that lot; and bounded thence on the south-east by a line bearing 267 degrees 5 minutes 15 seconds 1,333 feet 1½ inches to the southernmost north-western boundary of lot 1; on the north-west by part of that boundary bearing 2 degrees 2 minutes 136 feet 5½ inches; on the south by part of the northernmost south-western boundary of lot 1 bearing 317 degrees 85 feet 2½ inches; on the north by a line bearing 87 degrees 5 minutes 15 seconds 1,383 feet to the said northernmost eastern boundary of lot 1; and on the east by part of that boundary bearing 180 degrees 3½ inches to the point of commencement,—and said to be in the possession of K. H. Regal and others.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portion 304: Commencing on the northernmost boundary of the said portion 304 at a point bearing 360 degrees 44 minutes and distant 668 feet 10½ inches from the southernmost corner of that portion; and bounded thence on the south-west by part of that boundary bearing 359 degrees 35 minutes 200 feet 2½ inches; on the north by a line bearing 87 degrees 35 seconds 1,341 feet 9½ inches to the northernmost eastern boundary of the said portion 304; on the east by part of that boundary bearing 179 degrees 58 minutes 3½ inches; and on the south by a line bearing 133 degrees 35 seconds 1,341 feet ¾ inch to the point of commencement,—and said to be in the possession of the Crown.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portion 291: Commencing on the northernmost boundary of the said portion 291 at a point bearing 360 degrees and distant 738 feet 9½ inches from the southernmost corner of that portion; and bounded thence on the south-west by part of that boundary bearing 2 minutes 200 feet 3½ inches; on the north by a line bearing 87 degrees 4 minutes 35 seconds 3½ inches to the eastern boundary of that portion; and on the east by part of that boundary bearing 180 degrees 3½ inches; and on the south by a line bearing 133 degrees 4 minutes 35 seconds 1,816 feet 4½ inches to the point of commencement,—and said to be in the possession of P. M. Lane.

Also, all that piece or parcel of land situate in the Shire of Baulkham Hills, parish of Nelson and county of Cumberland, being part of portions 371 and 369: Commencing on the northernmost boundary of the said portion 371 at a point bearing 360 degrees and distant 645 feet 5½ inches from the north-eastern corner of that lot; and bounded thence on the south-east by a line bearing 267 degrees 5 minutes 15 seconds 1,333 feet 1½ inches to the southernmost north-western boundary of lot 1; on the north-west by part of that boundary bearing 2 degrees 2 minutes 136 feet 5½ inches; on the south by part of the northernmost south-western boundary of lot 1 bearing 317 degrees 85 feet 2½ inches; on the north by a line bearing 87 degrees 5 minutes 15 seconds 1,383 feet to the said northernmost eastern boundary of lot 1; and on the east by part of that boundary bearing 180 degrees 3½ inches to the point of commencement,—and said to be in the possession of K. H. Regal and others.

Municipality of  
Municipality of Blacktown

AA (34)

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**  
**PLAN**

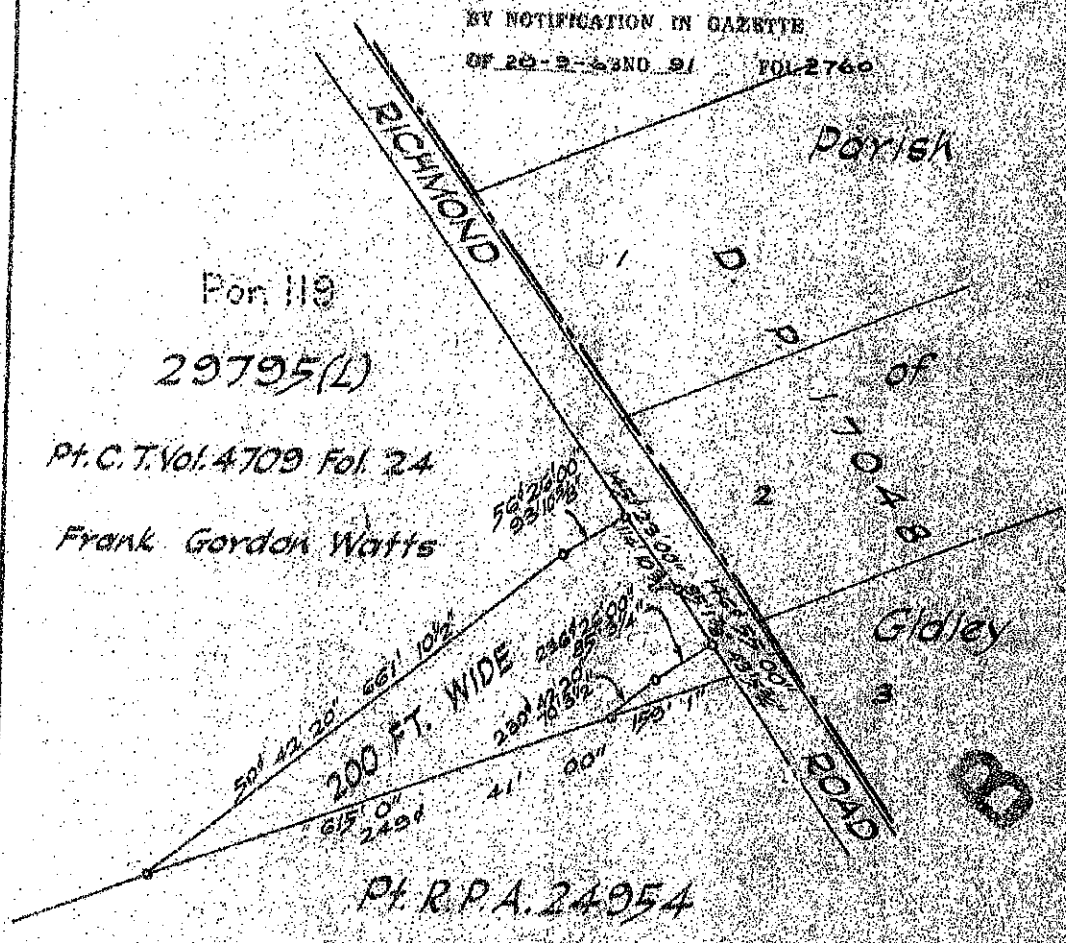
SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Rooty Hill County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE  
OF 20-9-1930 91 FOL 2760



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

*Chas. Lifford*

Surveyor Registered under the Surveyors Act, 1909

P. 3994

Date 1-7-60

SB 20432

COMMISSION OF N.S.W.

AB

23

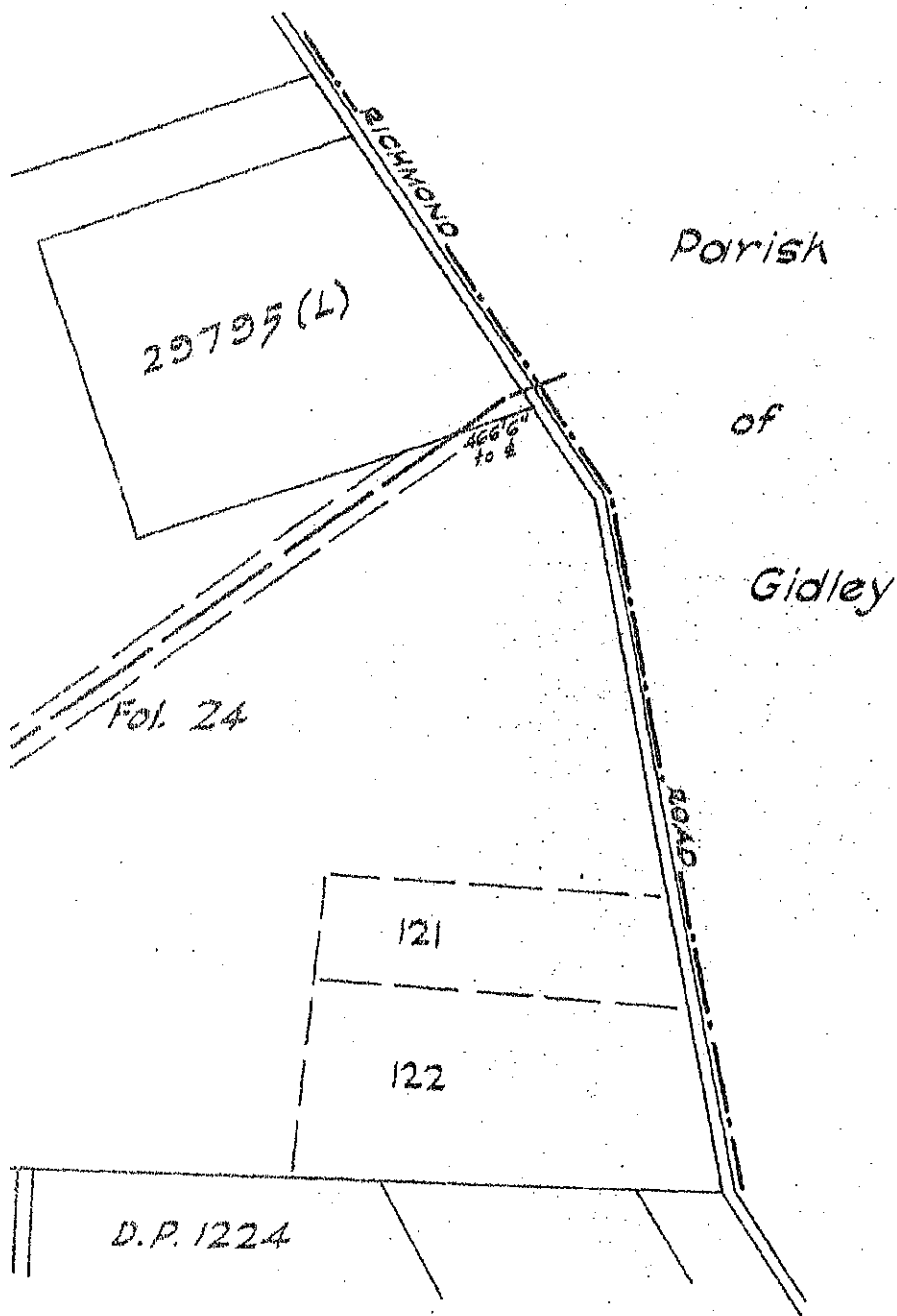
SYDNEY NORTH  
MISSION LINE

LAN

TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

to an inch



S.D. 20435A

*Chas. Fitzell*

Surveyor Registered under The Surveyors Act, 1929.

P.3993

ITY COMMISSION OF N.S.W.

**T - SYDNEY NORTH**  
**NSMISSION LINE**

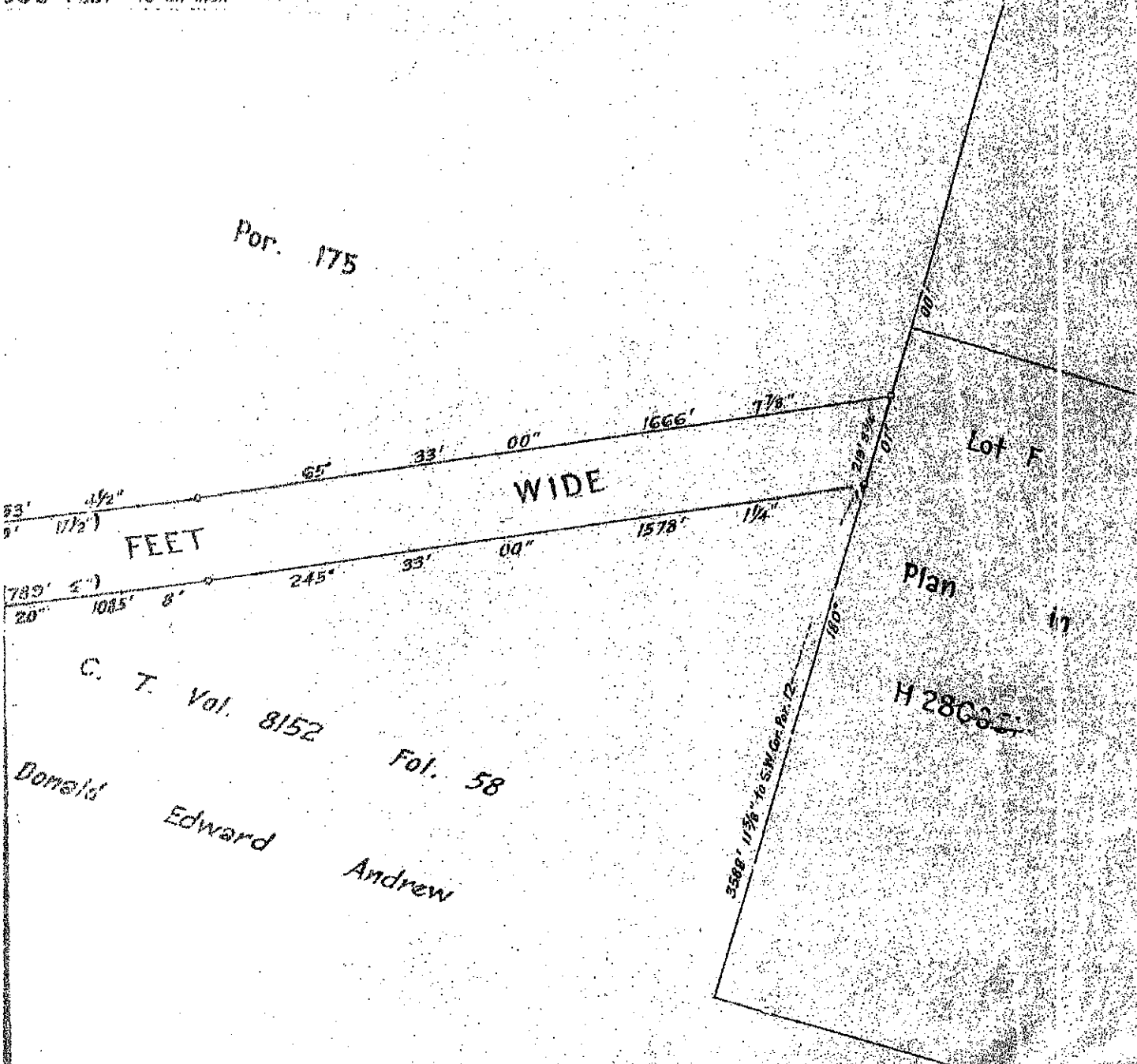
PLAN

POSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

300 Feet to an inch

Por. 175



I certify that this plan has been compiled from the information shown in plans catalogued C.9572030 & C.9851030 (Rev) at the Lands Dept. and is correct.

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

P3984

Shire of  
Shire of Baulkham Hills

THE ELECTRIC  
**SYDNEY WEST**  
**330 KV. TRANSMISSION LINE**

SHOWING SITE OF EASEMENT PROJECT

**Parish of Nelson**

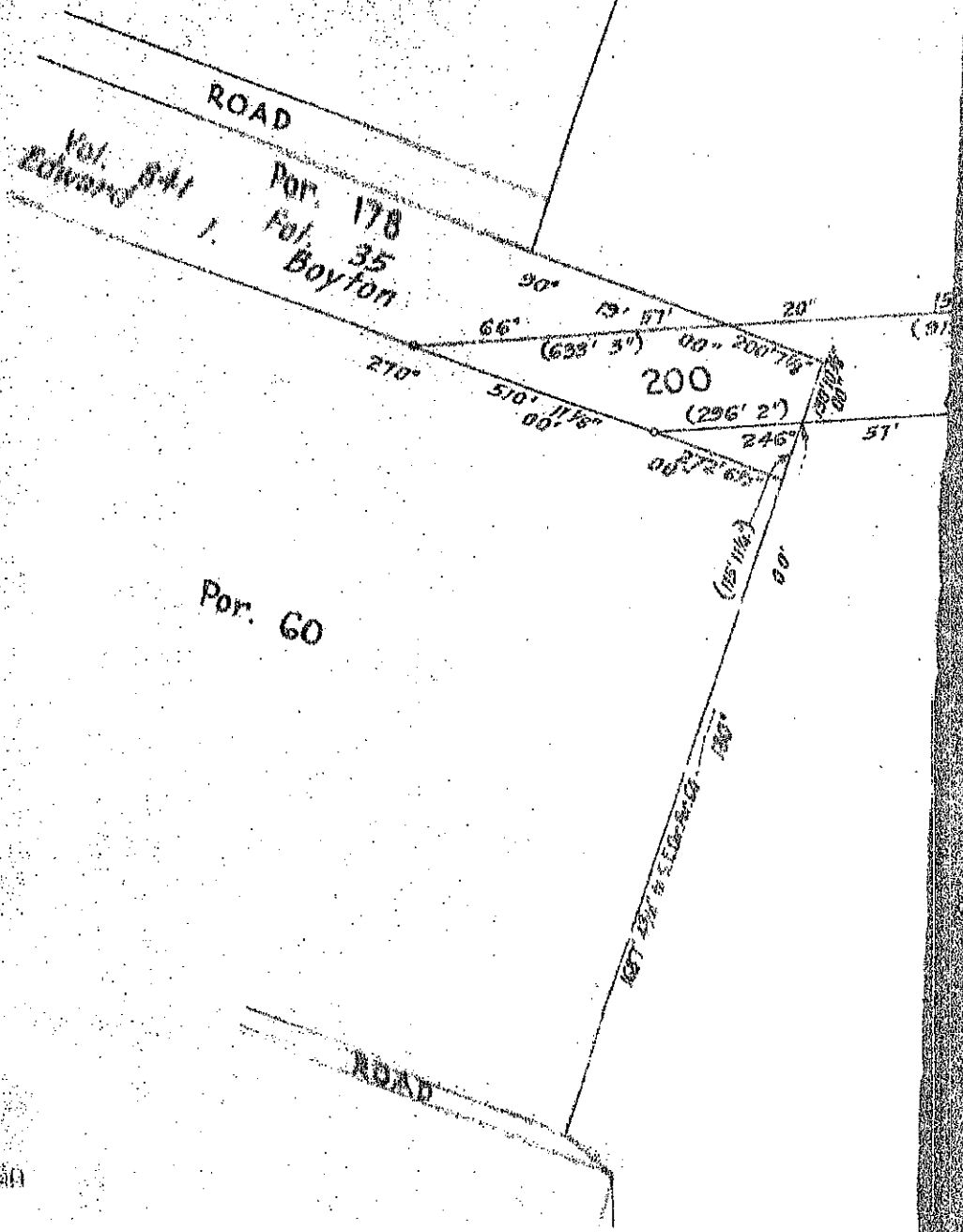
Scale:

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO. 96 FOL. 2763

5820398 R



Date 28.3.69

TRICITY COMMISSION OF N.S.W.

C

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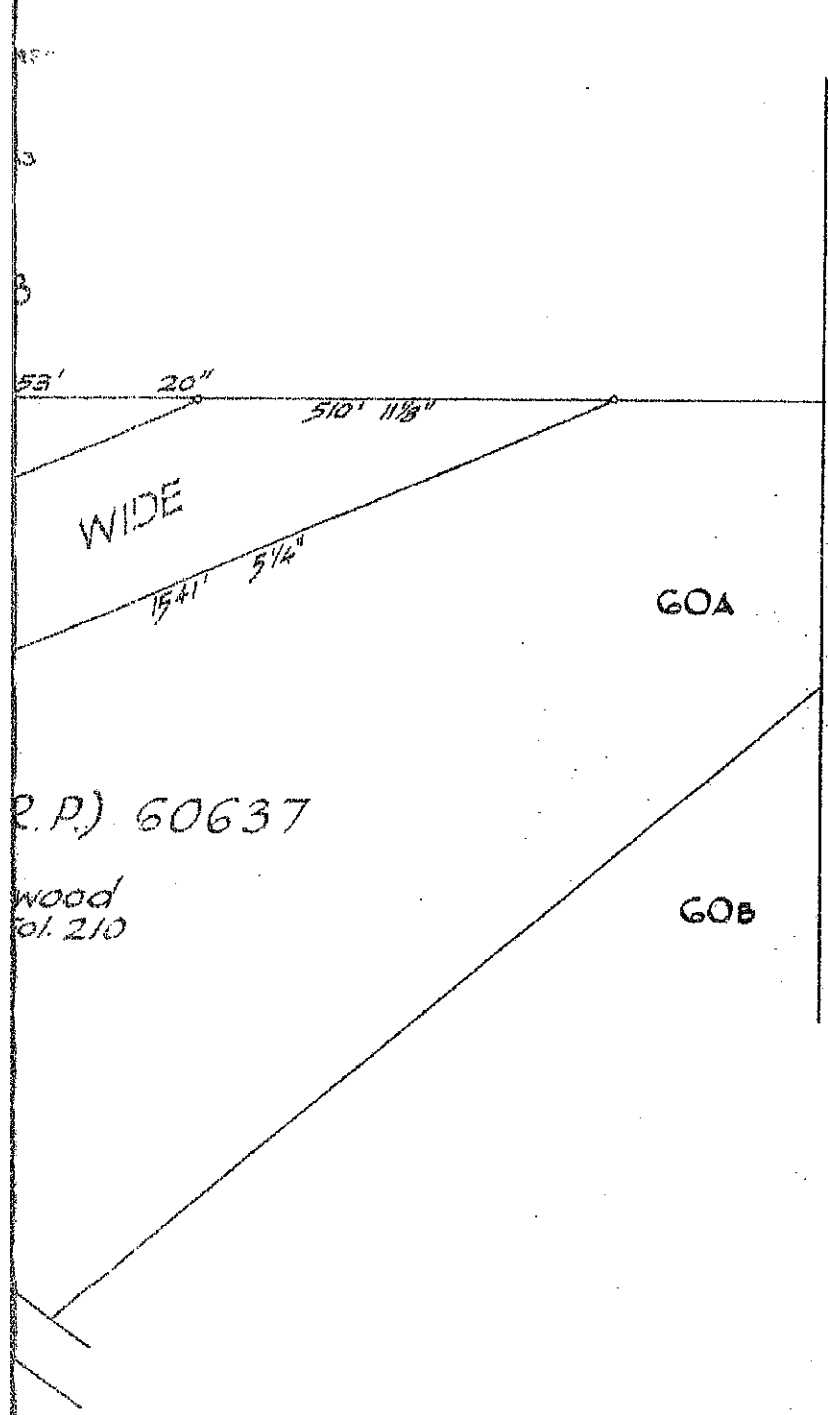
WEST - SYDNEY NORTH  
TRANSMISSION LINE

PLAN

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

on County of Cumberland

Scale: 200 Feet to an inch



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

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

P 3983

Municipality of  
Shire of Baulkham Hills

THE ELEC  
**SYDNEY V**  
**330kV.**

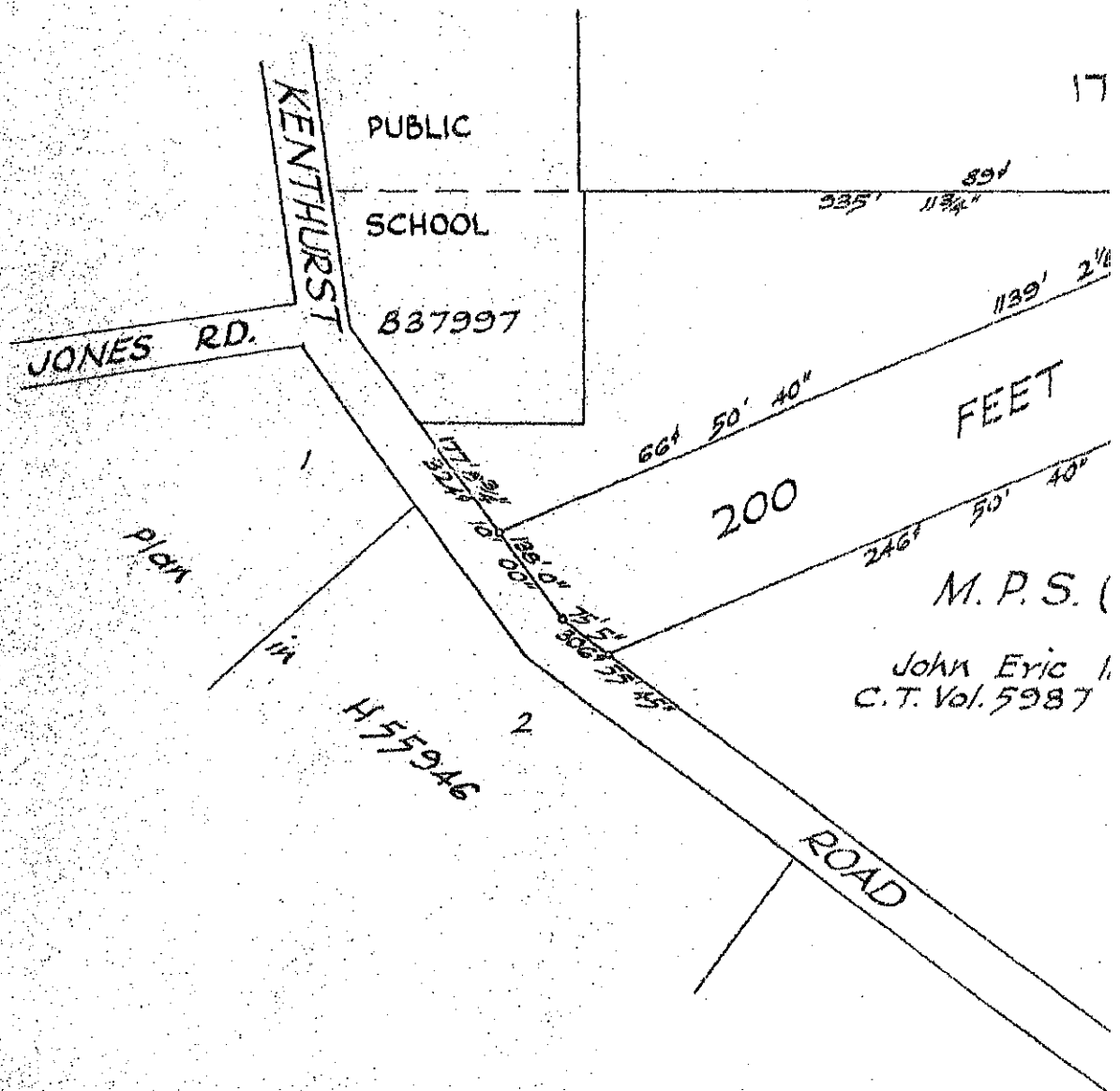
SHOWING SITE OF EASEMENT

Parish of Nels

EASEMENT FOR TRANS. LINE ... RESI

BY NOTIFICATION IN GAZETTE  
OF 20-3-63 NO 9/ ... FOL.27

S.B. 20399A



Date: 28.3.60

Municipality of

Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330 KV. TRANSMISSION LINE

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson

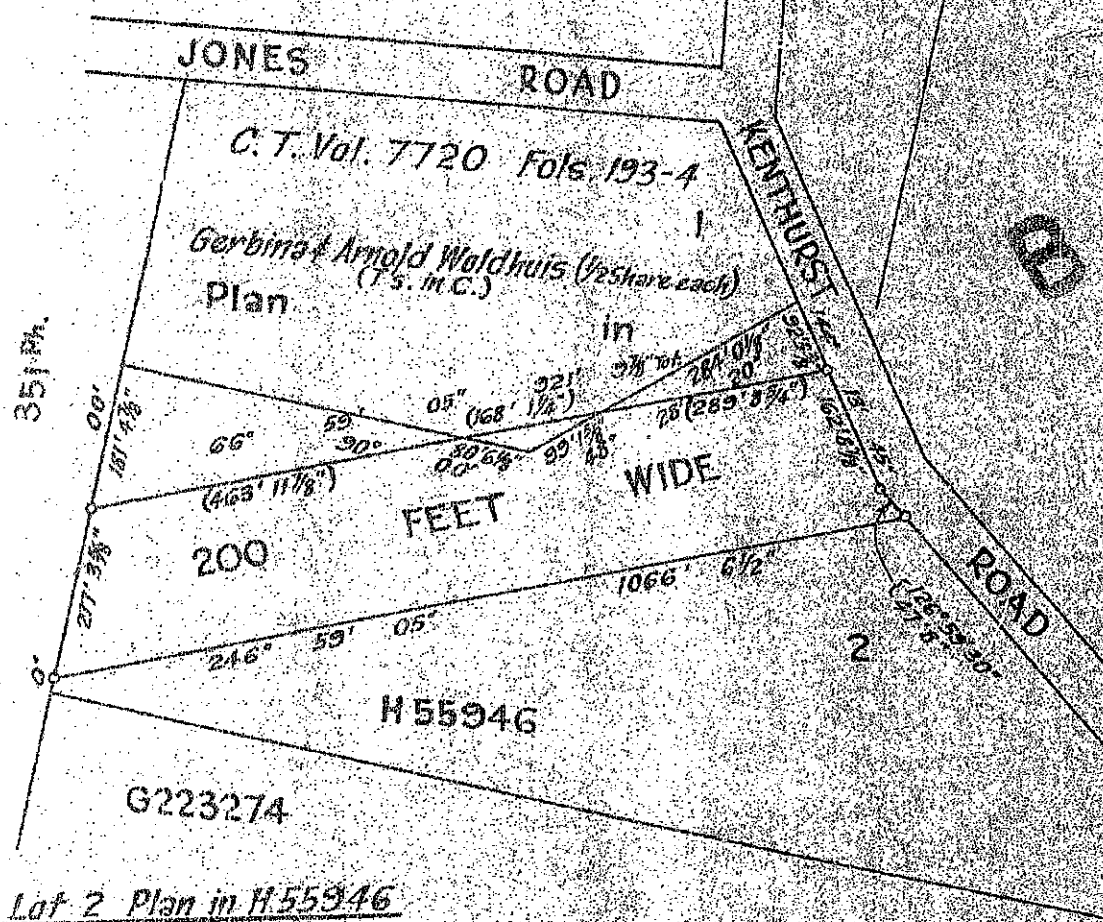
County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-63 NO. 81 VOL. 2763



CITY COMMISSION OF N.S.W.

E

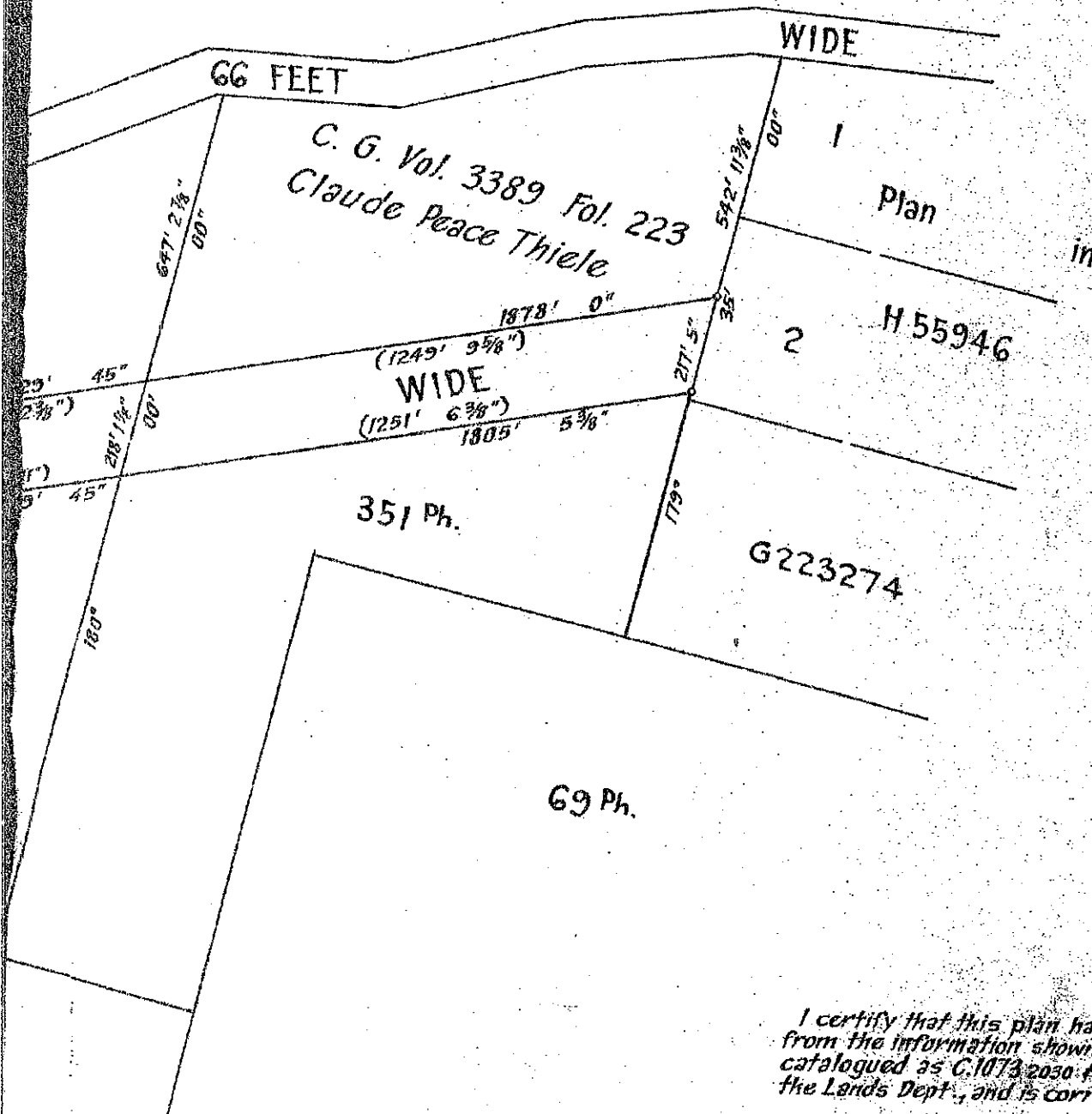
74

# T - SYDNEY NORTH TRANSMISSION LINE PLAN

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

in County of Cumberland

Scale: 300 feet to an inch



I certify that this plan has been compiled from the information shown in plans catalogued as C.1073.2030 & C.1631.030 at the Lands Dept., and is correct.

Thomas J. Clarke

of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P3981

Municipality of  
Shire of Baulkham Hills

THE ELEC

**SYDNEY WE**  
**330 KV. TR**

SHOWING SITE OF EASEMENT

Parish of Nels

NOTIFICATION FOR TRANS. LINE EASEMENT

AS NOTIFICATION IN GAZETTE  
ON 20-9-63 NO. 91 VOL 2763

SB 20401R

369 Ph.

227 Ph.

ROAD

884' 2 5/8"

00'

73° 45' 45" 1075' 10" 66° (62)  
253° 45' 45" 1146' 3 7/8" 246" (553)  
200

C. G. Vol. 3389 Fol. 222  
Raymond Lawrence Sedger

177 Ph.

Date: A. 4. 60.

Municipality of  
Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson

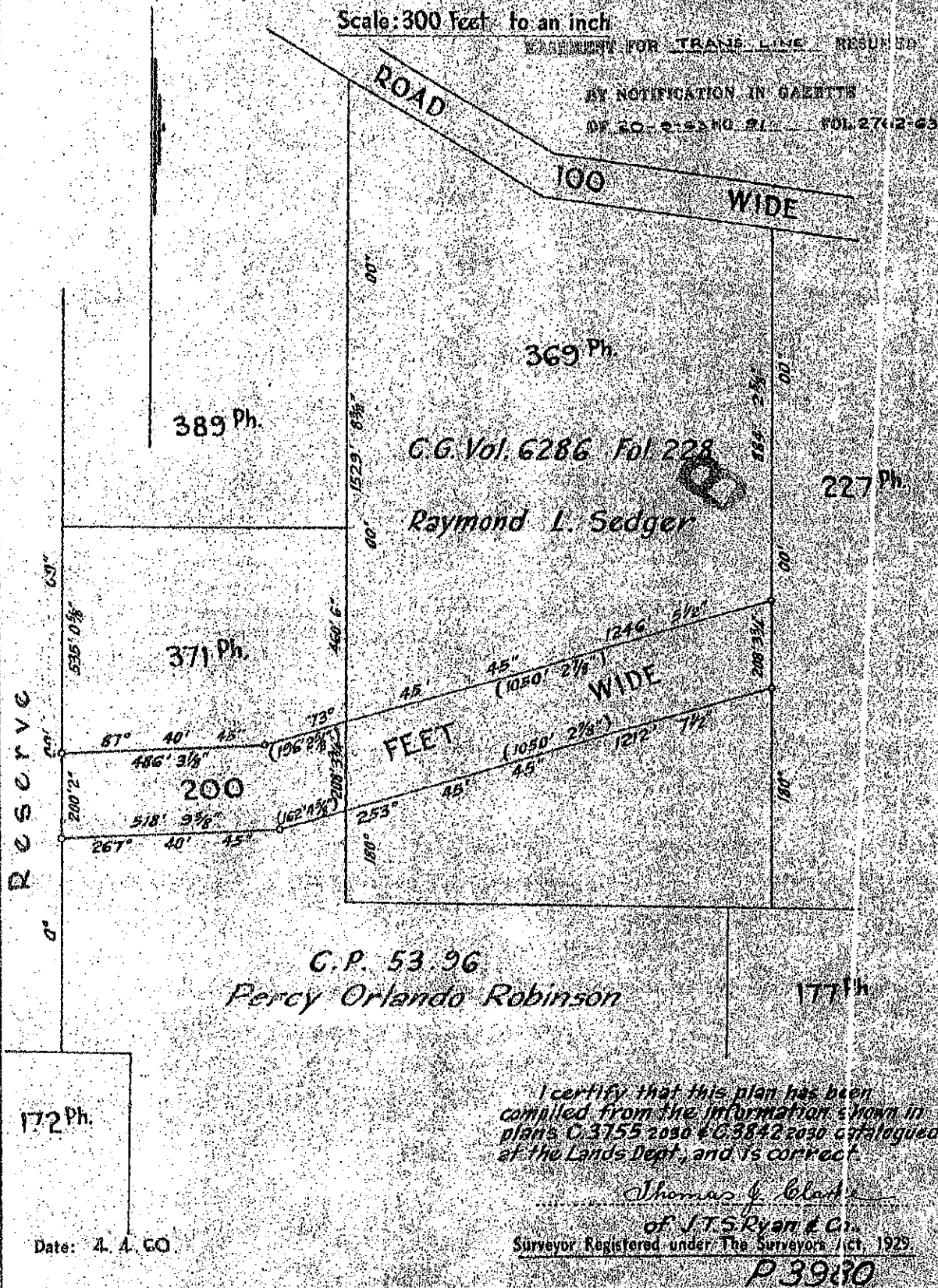
County of Cumberland

Scale: 300 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-2-1929 21-2-1929 VOL. 2712-63



C.P. 53.96

Percy Orlando Robinson

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

Thomas J. Clark  
of J.T.S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929

P 39830

Date: 4. A. 60

LANDS COMMISSION OF N.S.W.

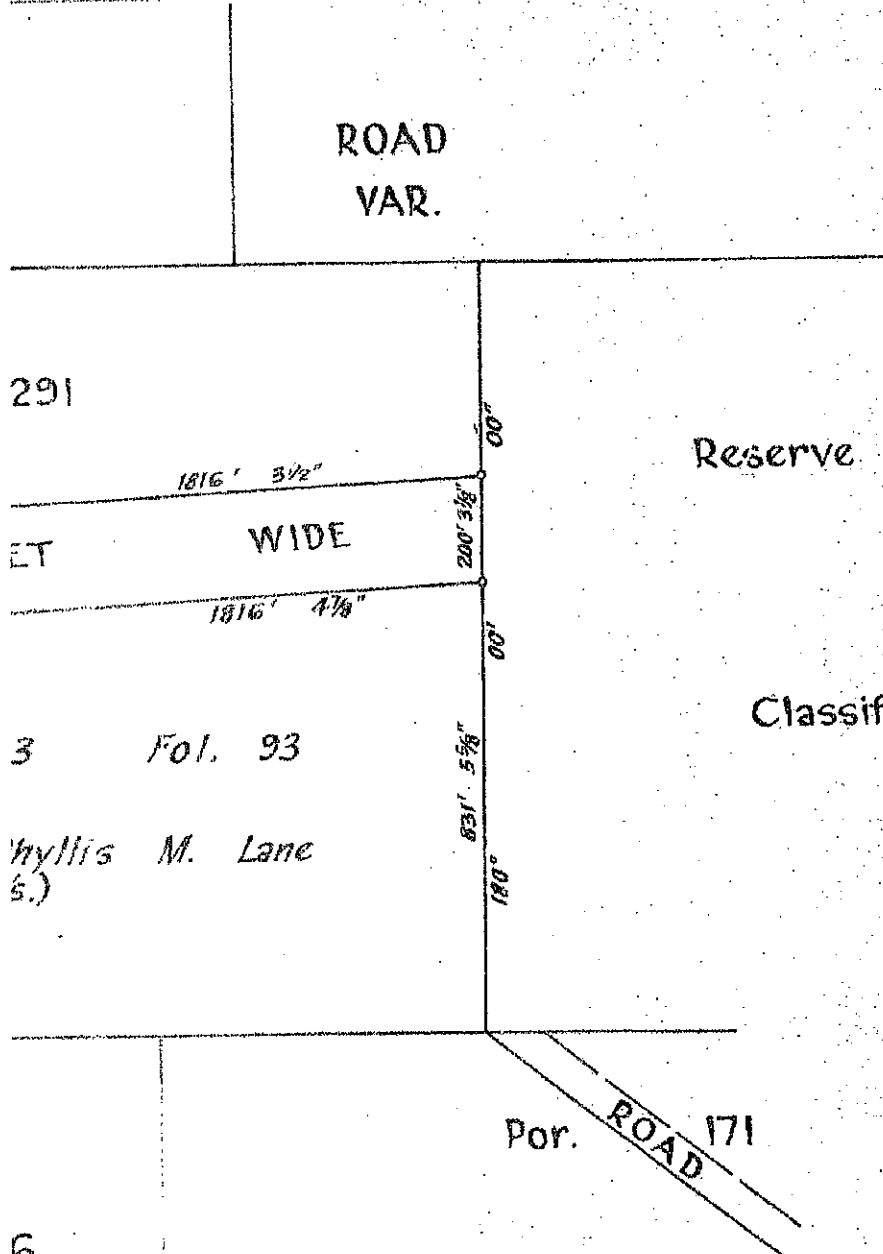
**ST - SYDNEY NORTH  
TRANSMISSION LINE**

**PLAN**

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

**County of Cumberland**

300 Feet to an inch



I certify that this plan has been compiled from the information shown in plan C.150/2000 catalogued at the Lands Dept., Sydney, and is correct.

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

P3979

SB 20403R

Municipality of  
Shire of Baulkham Hills

THE ELECT  
**SYDNEY W**  
**330kv. TL**

SHOWING SITE OF EASEMENT

Parish of Nelson

EASEMENT FOR TRANS LINE

BY NOTIFICATION IN GAZETTE  
OF 20-2-63 NO. 31 VOL 2762

Por. 305

Por. 304

SB20403R

00'  
02'  
02'  
738' 9 1/8"

Por.

87° 04' 35"

200

267° 04' 35"

C. G. Vol. 17

James F. #  
(J.)

B

D680701

A

F780440

D

G32398

Date: 22. 4. 60.

H (70)

COMMISSION OF N.S.W.

**SYDNEY NORTH**  
**MISSION LINE**  
**PLAN**

TO BE RESUMED FOR TRANSMISSION LINE

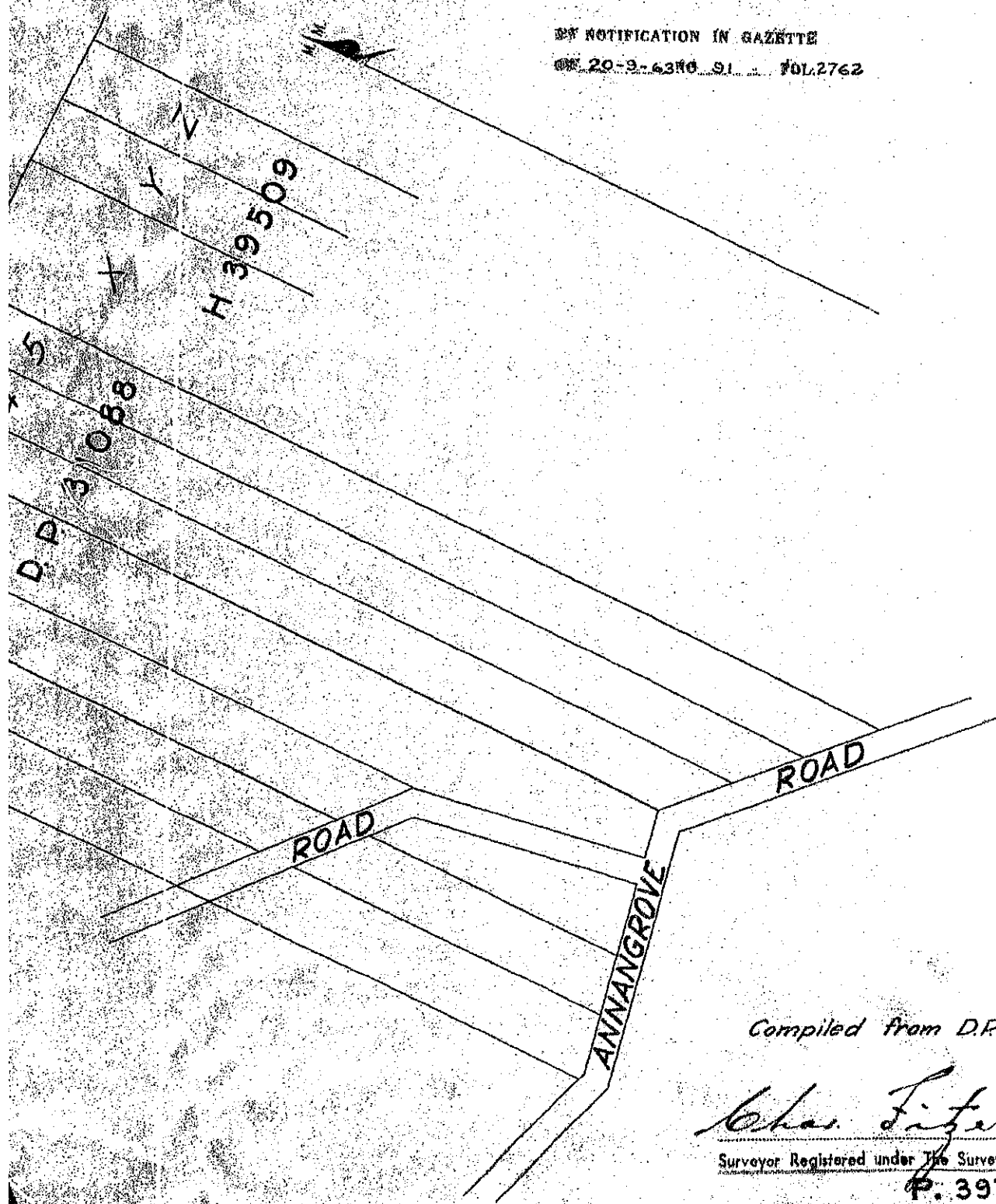
**County of Cumberland**

10 feet to an inch

RESUMED FOR TRANS. LINE

BY NOTIFICATION IN GAZETTE

ON 20-9-63 NO. 91 VOL. 2762



Compiled from D.P. 201608.

*Chas. Fitzell*

Surveyor Registered under The Surveyors Act, 1929-46

P. 3977A

SB 20405 R

Municipality of  
Shire of Baulkham Hills

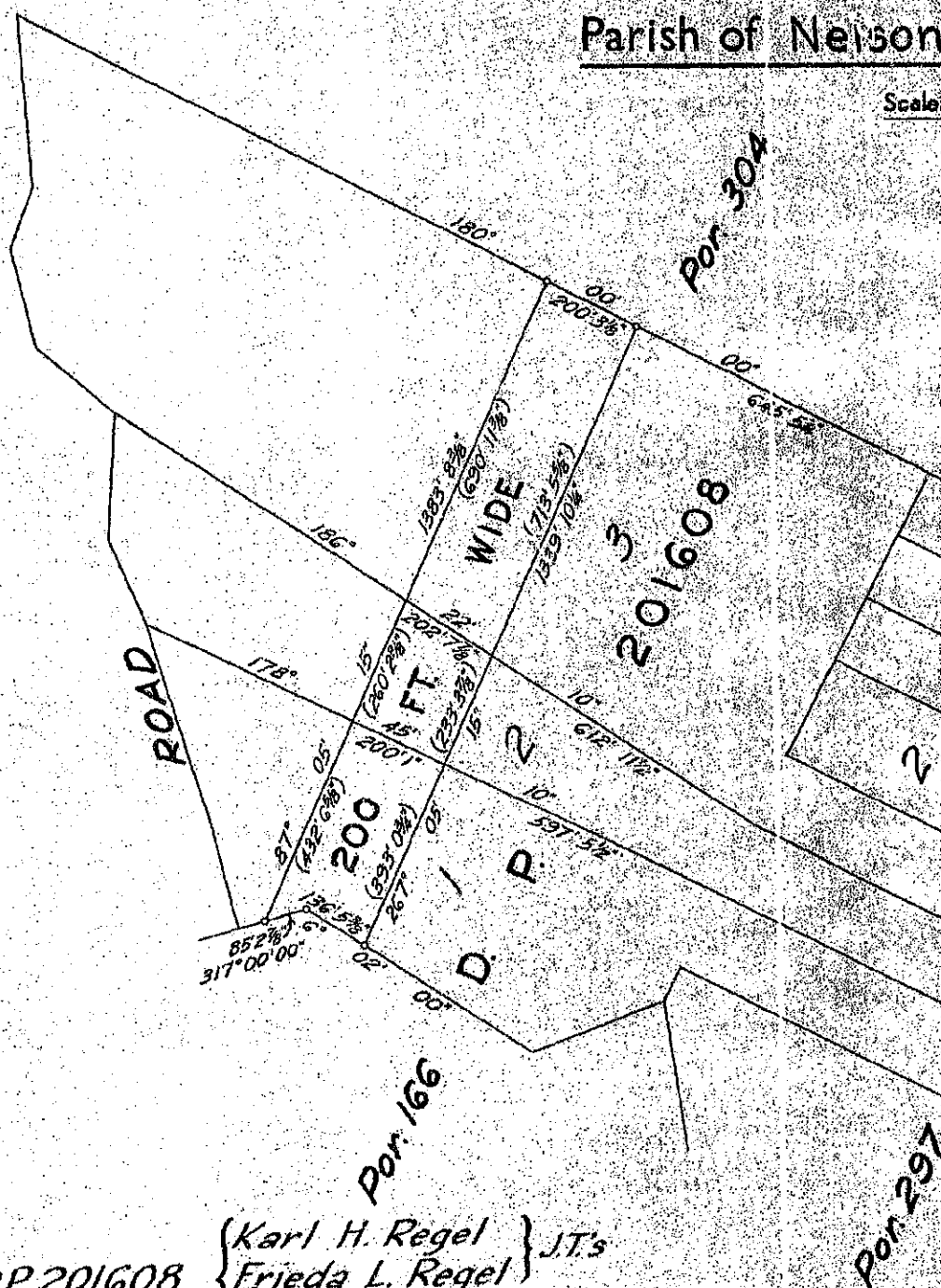
THE ELECTRIC  
**SYDNEY WEST**  
**330KV TR**

SHOWING SITE OF EASEMENT FOR

Parish of Nelson

Scale

SB 20405 R



Lot 1, DP 201608 {Karl H. Regel } JT's  
Frieda L. Regel }  
C.T. Vol. 9003 Fol. 70

Lot 2, do {Johannes H. Amsen } JT's  
Johanna E. Amsen }  
C.T. Vol. 9003 Fol. 71

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

Date: 12-12-1962  
Field Book No.

Shire of Baulkham Hills

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**  
**PLAN**

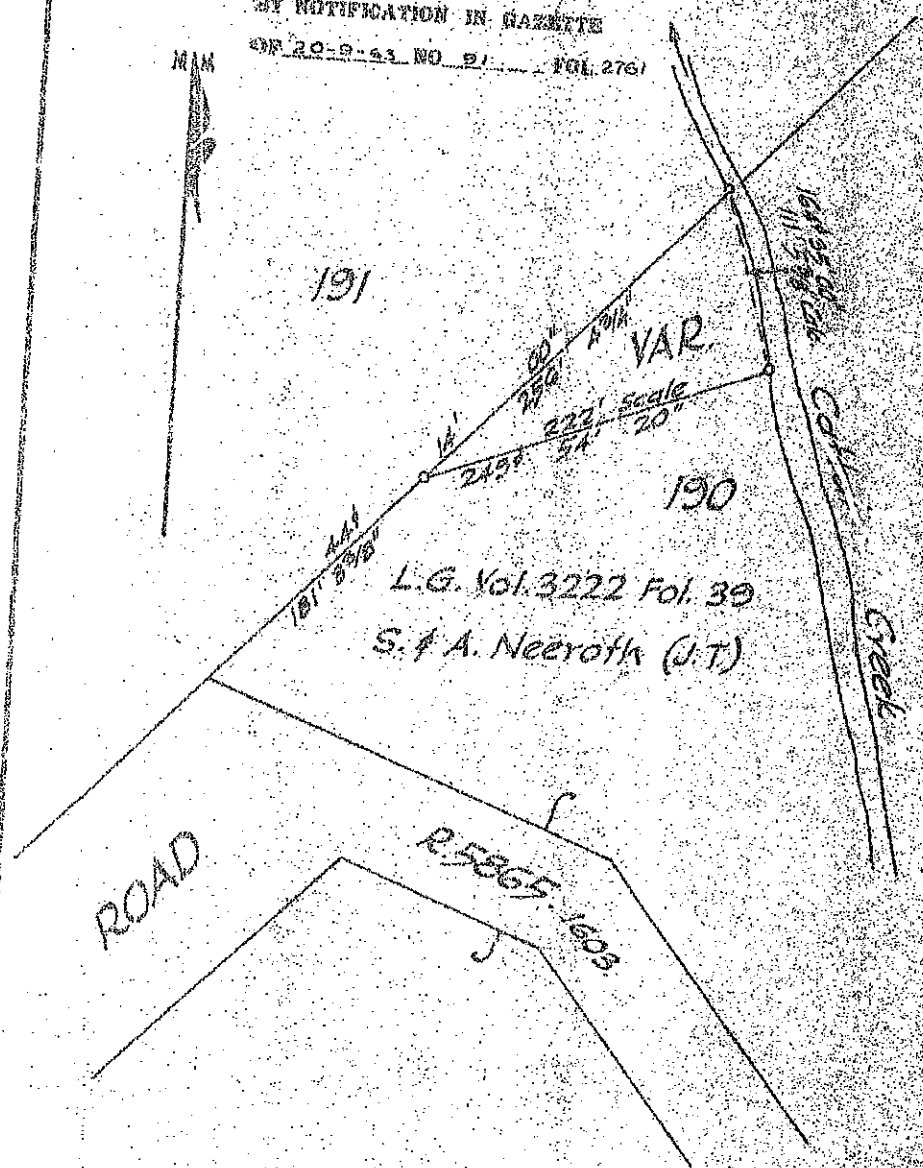
SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Castle Hill County of Cumberland

Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE REQUIRED

BY NOTIFICATION IN GAZETTE  
OF 20-9-61 NO. 21. VOL. 2761



I certify that this plan has been  
compiled from information in  
plans catalogued C.372.2030 and  
R.5865.1603 at the Lands Dept.  
and is correct.

Thomas J. Blarke  
of J. T. S. Ryan & Co.  
Surveyor Registered under The Surveyors Act, 1921.

Date 10-5-60

S.B. 20413

P3965

**SYDNEY WEST - SYDNEY NORTH**  
**230KV. TRANSMISSION LINE**

**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

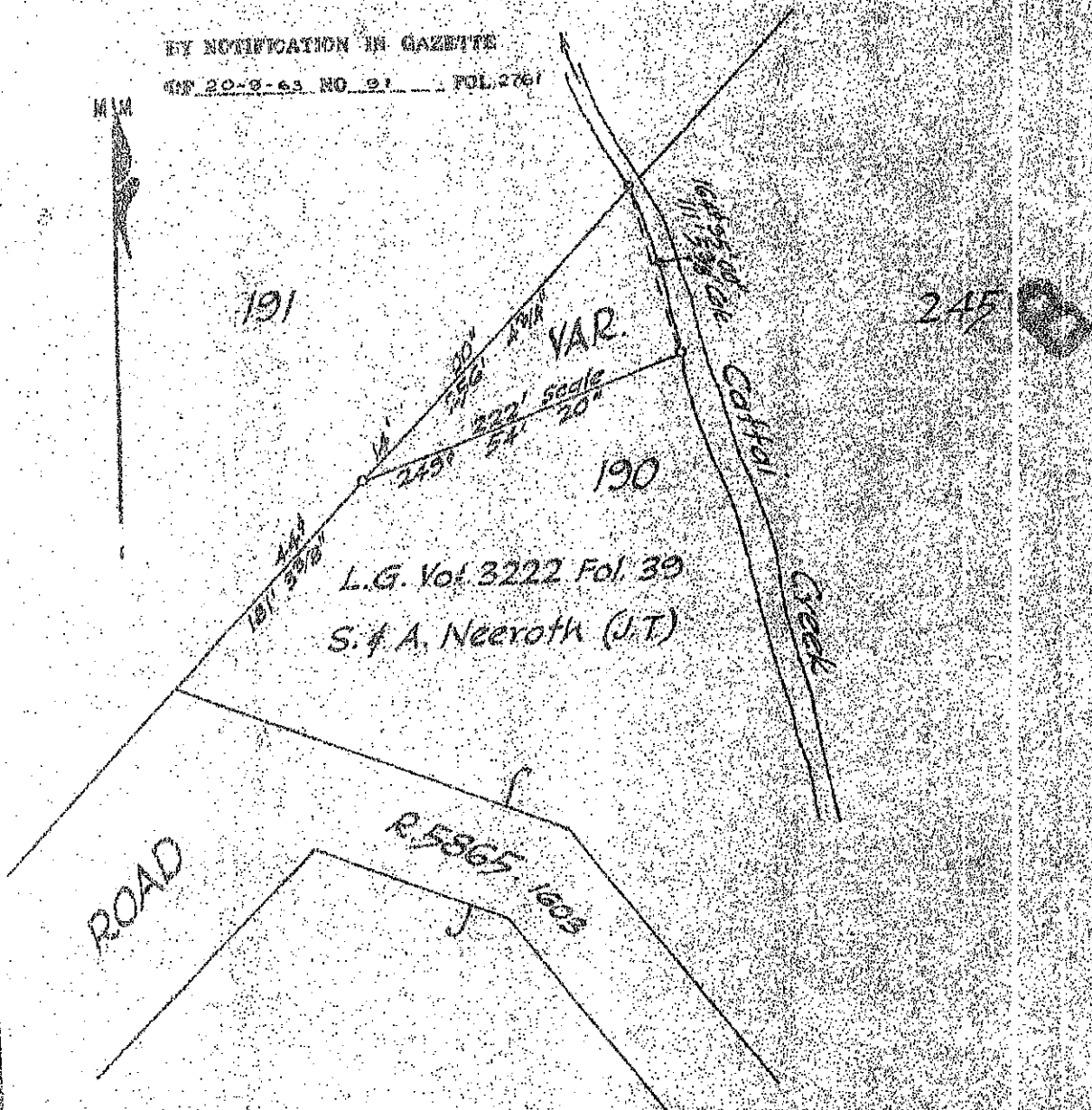
**Parish of Castle Hill**      **County of Cumberland**

Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-8-63 NO. 91      VOL. 2761



I certify that this plan has been  
compiled from information in  
plans catalogued C.371.2030 and  
R.5865/1603 at the Lands Dept.  
and is correct

Thomas J. Blamie  
of J.T.S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

Date 19.5.60

P3969

Municipality of  
Shire of Baulkham Hills

P 60

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**  
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

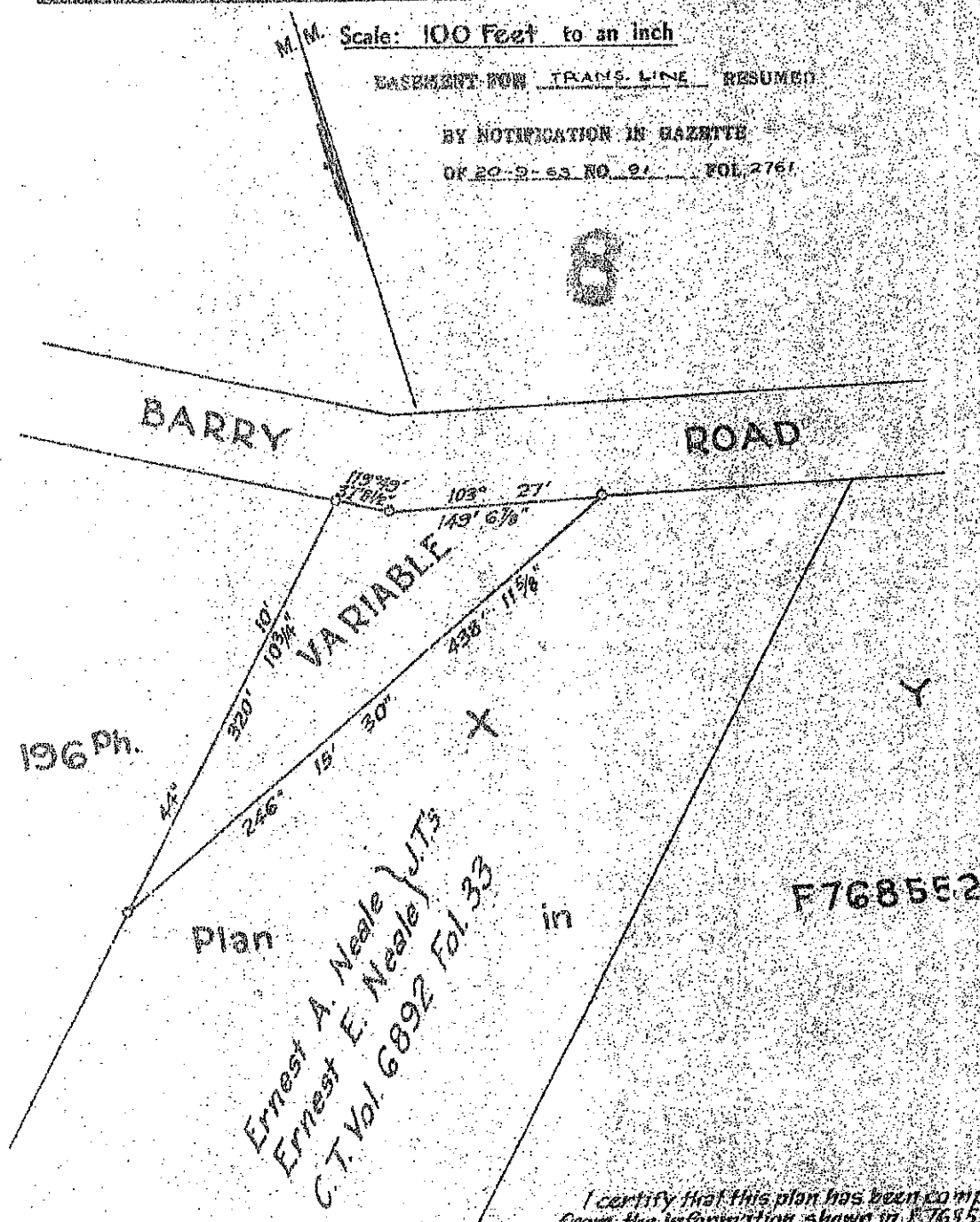
Parish of Castle Hill County of Cumberland

M.M. Scale: 100 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

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



Plan  
Ernest A. Neale J.T.S.  
Ernest E. Neale J.T.S.  
C.T. Vol. 6892 Fol. 33

I certify that this plan has been compiled  
from the information shown in F768552,  
catalogued at the Registrar General's  
Department, and is correct.

Thomas J. Lalor

of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P3937

Date 21.3.60.

S.B. 20414

Municipality of  
Shire of Soullham Hills

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**  
**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

**Parish of Castle Hill County of Cumberland**

EASEMENT FOR TRANS. LINE Scale: 300 Feet to an inch  
RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-65 NO. 21

FOL. 276

S. & F.W. West (J.T.)

C.T. Vol 3317 Fol 187

C.T. Vol 3317 Fol 174

Walter Brown

R. P.A. 39509

WITHERS

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200  
257  
150  
1478 11 1/2  
(1022' 3 1/4")  
(1022' 3 1/4")  
(1456' 8 1/4")  
(1182' 2 1/4")  
194

MILE  
END  
17

I certify that this plan has been  
compiled from information in plan  
catalogued C. 739.650 at the Dept  
of Lands, Sydney, and is correct

Date 21-3-60

Thomas J. Clarke  
of J. T. S. Ryan & Co.  
Surveyor, Registered under The Surveyors Act, 1919.

**P3963**

**SB20417**

Date 28-2-60

THE ELECTRICITY COMMISSION OF N.S.W.

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

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DA 20-0-63 NO. 91 2762



Thomas J. Clarke  
of J. T. S. Ryan & Co.

P3975

5020407

Municipality of

Shire of Baulkham Hills

K

67

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330KV TRANSMISSION LINE

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson

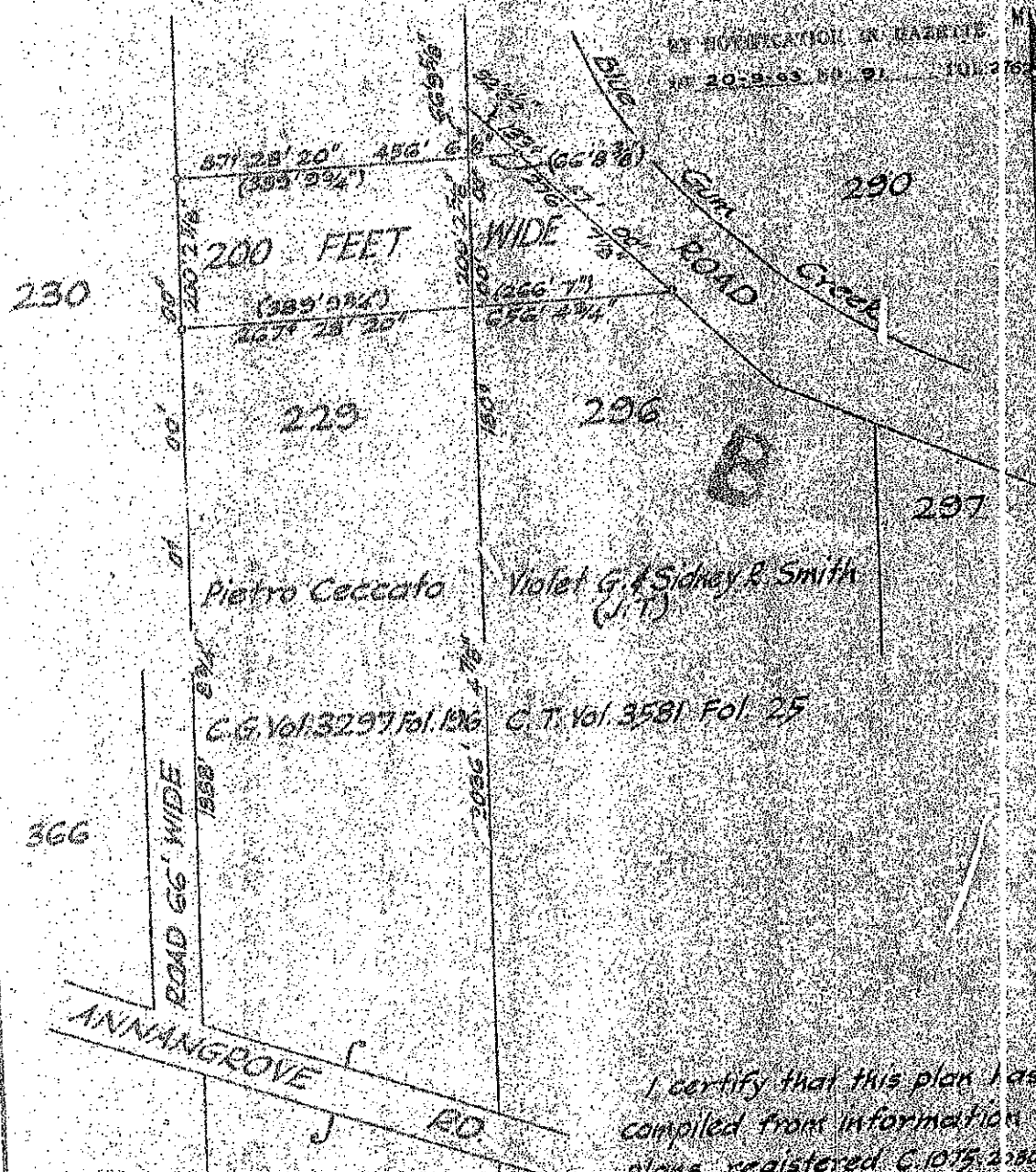
County of Cumberland

Scale: 200 Feet to an Inch

BASEMENT FOR TRANS. LINE

BY NOTIFICATION IN GAZETTE

IN 20-5-63 NO. 91 101-276



I certify that this plan has been  
compiled from information in  
plans registered C.1075.2180 and  
C.1416.2030 at the Lands Dept  
and is correct.

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

Date 11.4.60

P3.974

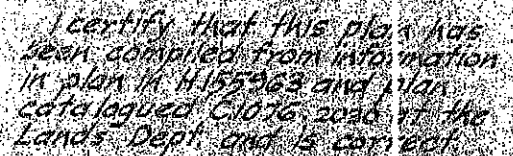
THE ELECTRICITY COMMISSION OF N.S.W.

## PLAN

County of Cumberland

TRANS LINE

OF 20-9-63 NO 91 PO 276



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

P3973

5820409

Y COMMISSION OF N.S.W.

**- SYDNEY NORTH**  
**MISSION LINE**  
**PLAN**

M

(65)

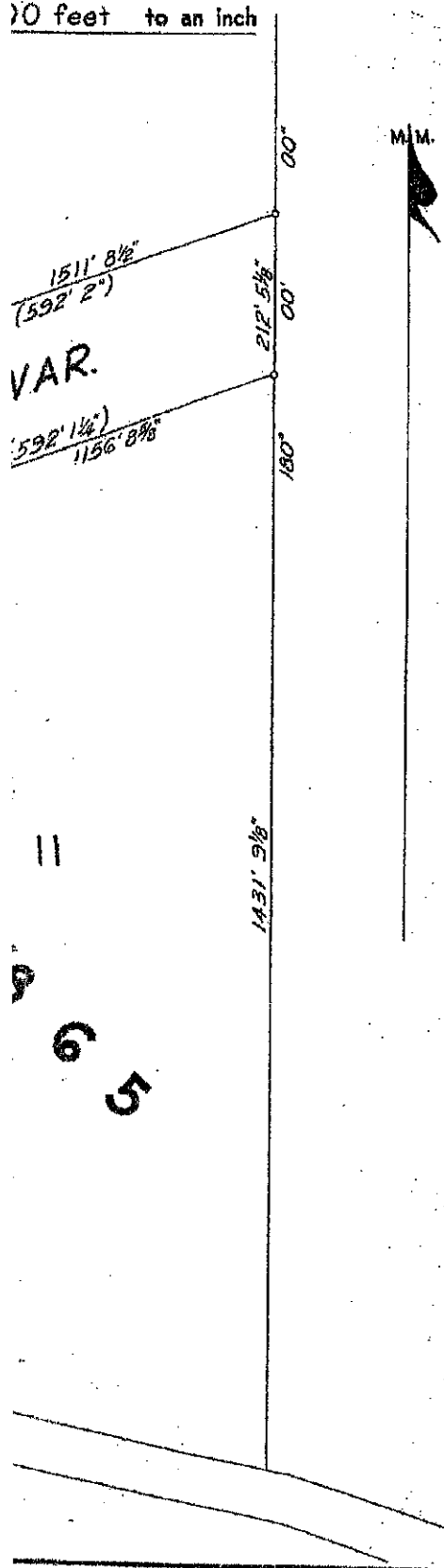
USED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

10 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE  
OF 29-8-63 NO. 21 VOL. 2762



- Lot 7 { Brian L. Langlands  
C.T. Vol. 9004 Fol. 135
- Lot 6 { Leslie F. Doering  
C.T. Vol. 9004 Fol. 134
- Lot 5 { Lindsay N. Jarvie  
C.T. Vol. 9004 Fol. 133
- Lot 4 { Graham F. Robb } JT's  
{ Lesley L. Robb }  
C.T. Vol. 9004 Fol. 132
- Lot 11 { Leslie F. Doering  
C.T. Vol. 9004 Fol. 139

S.B. 20411A

Compiled from D.P. 31865.

*Charles L. Liffel*

Surveyor Registered under The Surveyors Act, 1921-40

P. 3972A

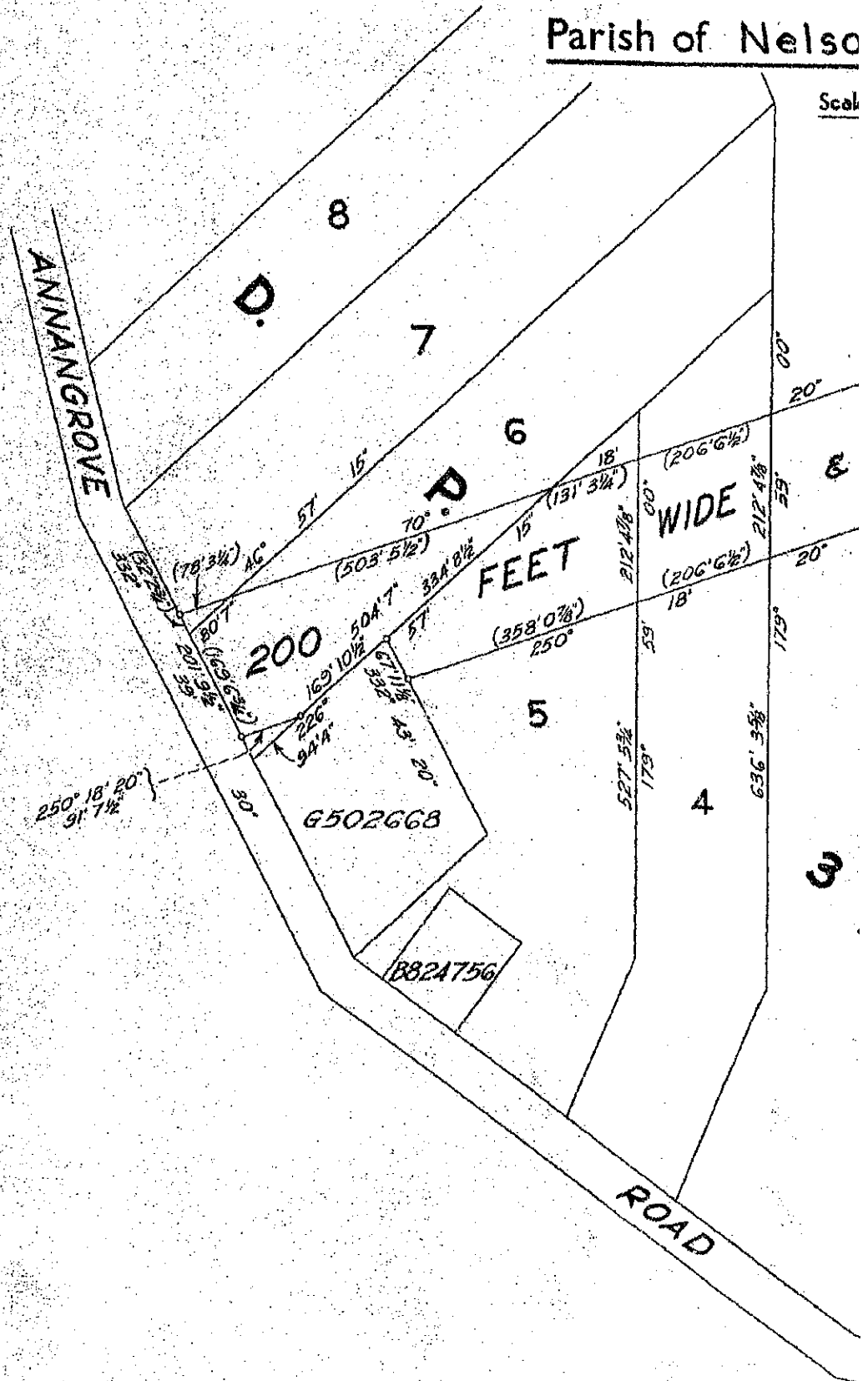
Municipality of  
Shire of Baulkham Hills

THE ELECTRIC  
**SYDNEY WE**  
**330KV. TR**

SHOWING SITE OF EASEMENT FOR

Parish of Nelson

Scale



Date: 17-12-1962.

Field Book No.

Municipality of  
Shire of Baulkham Hills

N (63)

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330kV. TRANSMISSION LINE PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

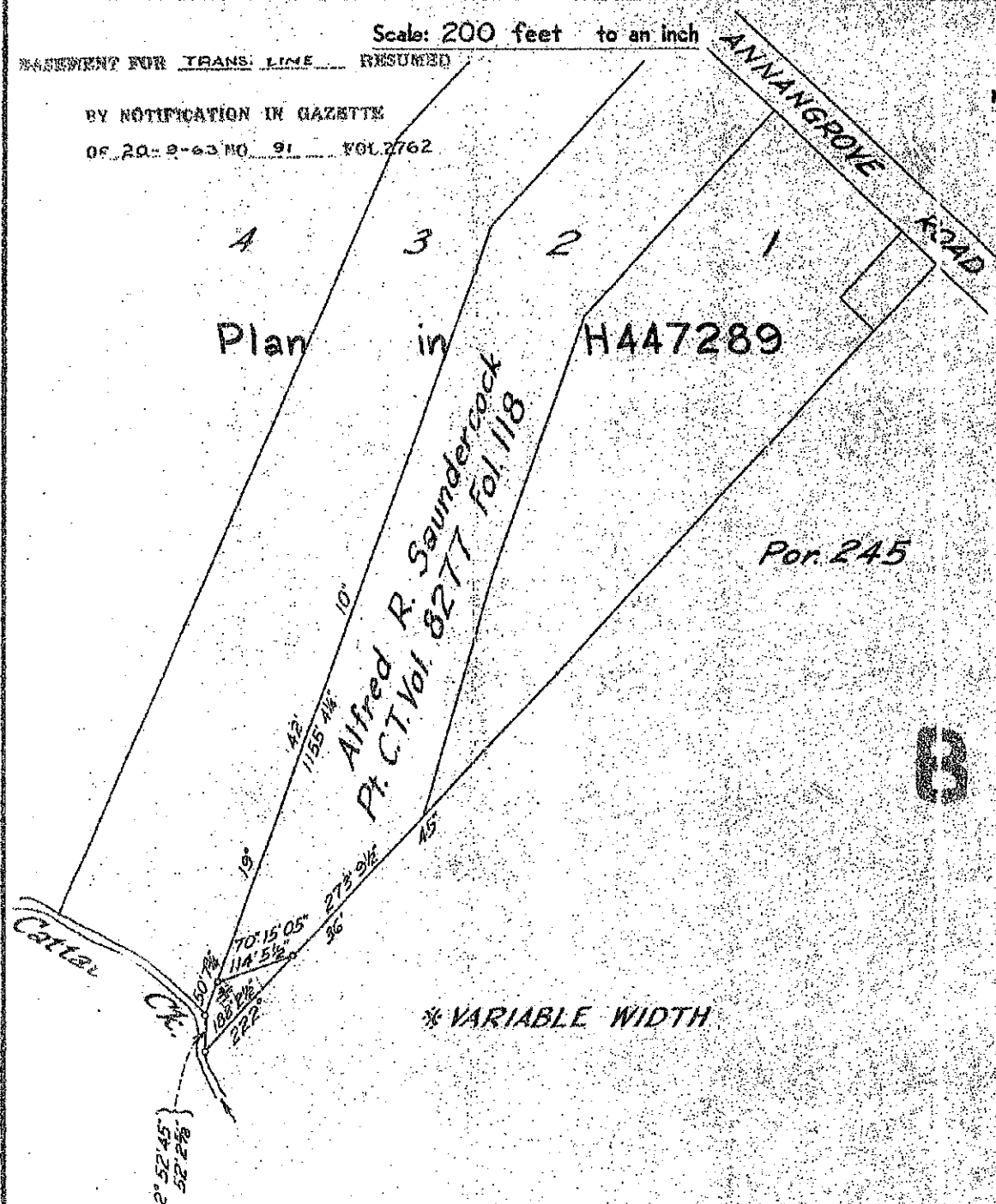
Parish of Castle Hill County of Cumberland

Scale: 200 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-2-63 NO. 91 VOL. 2762



Compiled from H447289

Chas. Fitzell

Surveyor Registered under The Surveyors Act, 1929-46

Date: 19-12-1962.

Field Book No.

P. 3970A

Municipality of  
Shire of Baulkham Hills

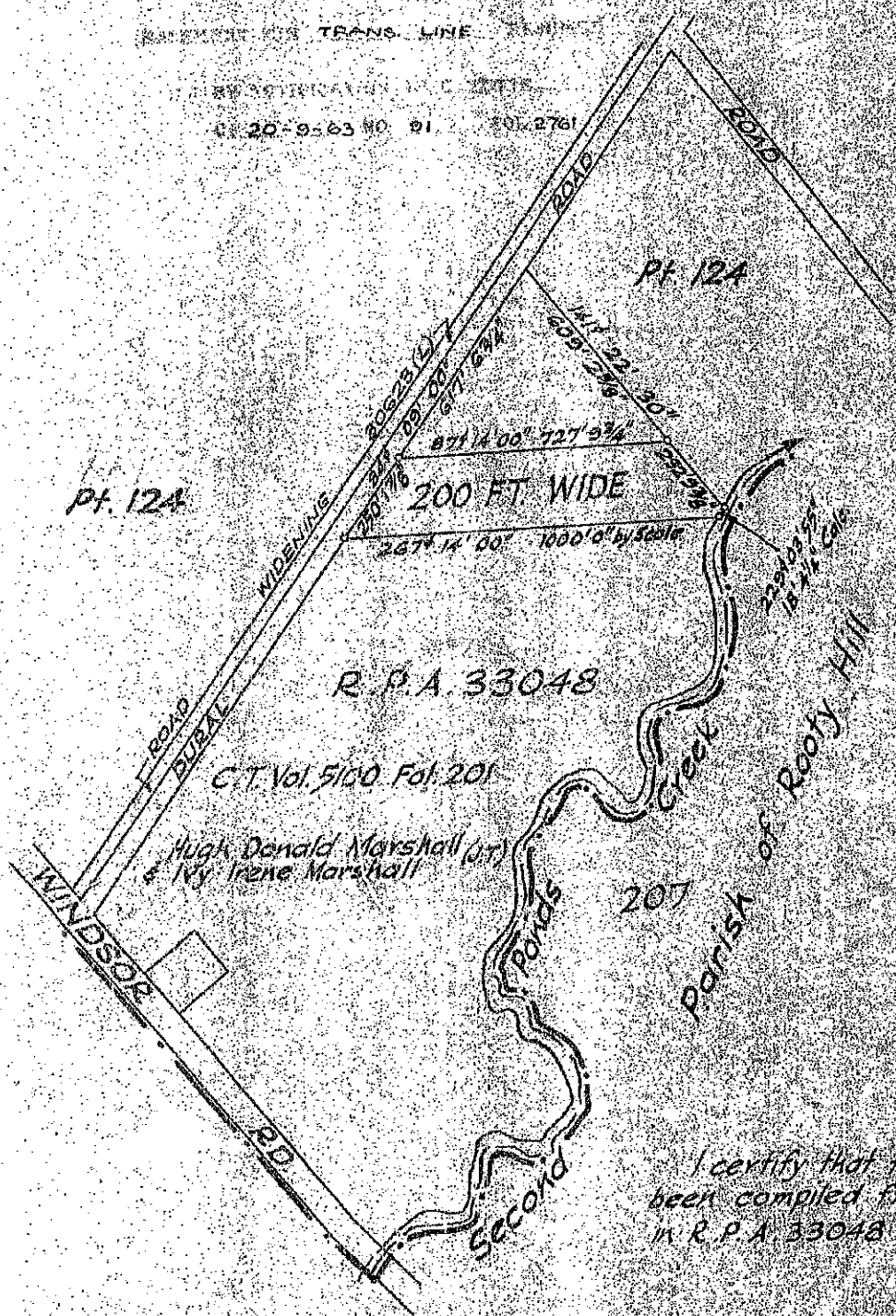
S 49

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330kV. TRANSMISSION LINE**  
**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 400 Feet to an Inch



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

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

Date 11-3-60

P3958

3.8.20.412

J.D. 20424

Municipality of  
Municipality of Blacktown

U 46

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE

## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

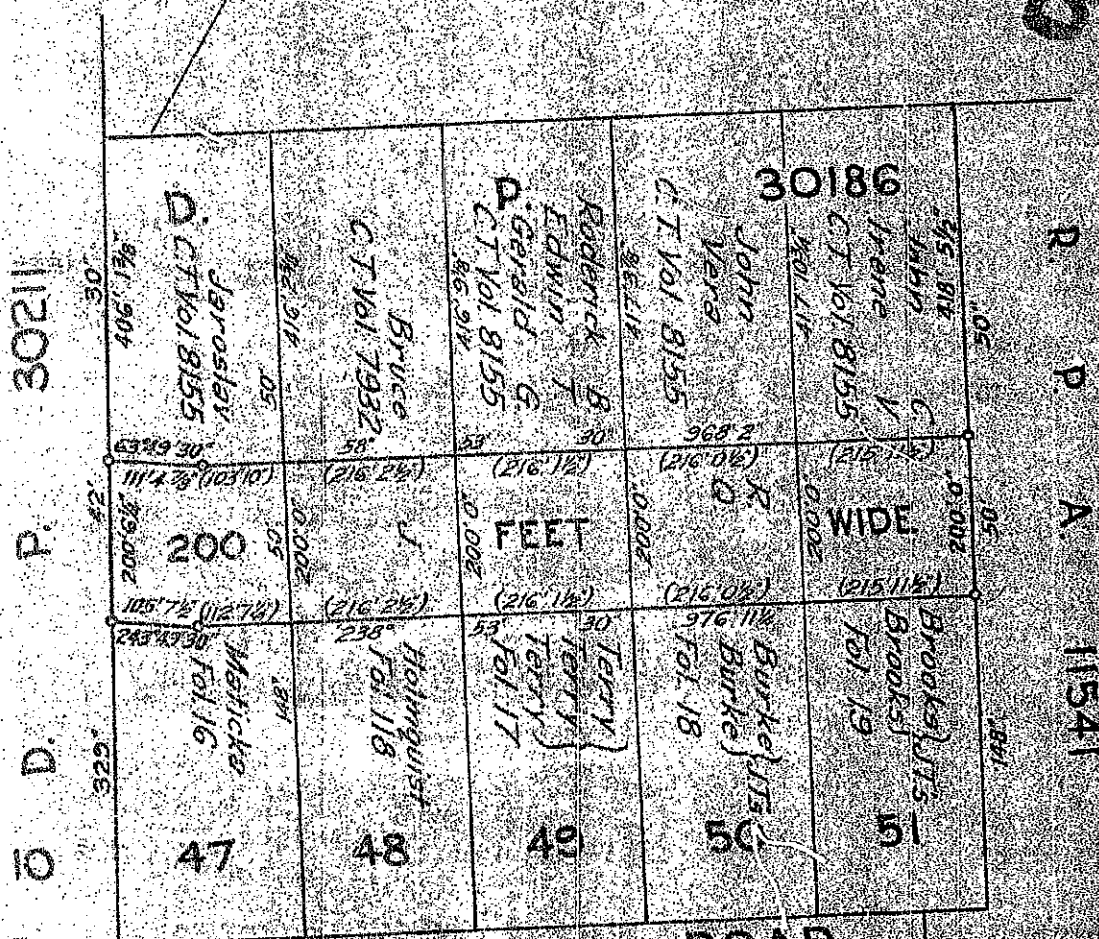
Parish of Gidley County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-65 NO. 51 VOL 2760-4



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

Sharon J. Labadie

of JTS Ryan & Co

Surveyor Registered under The Surveyors Act 1929

Date 28.3.60

P3956A

3B 20424

Municipality of  
Municipality of Blacktown

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330 KV TRANSMISSION LINE

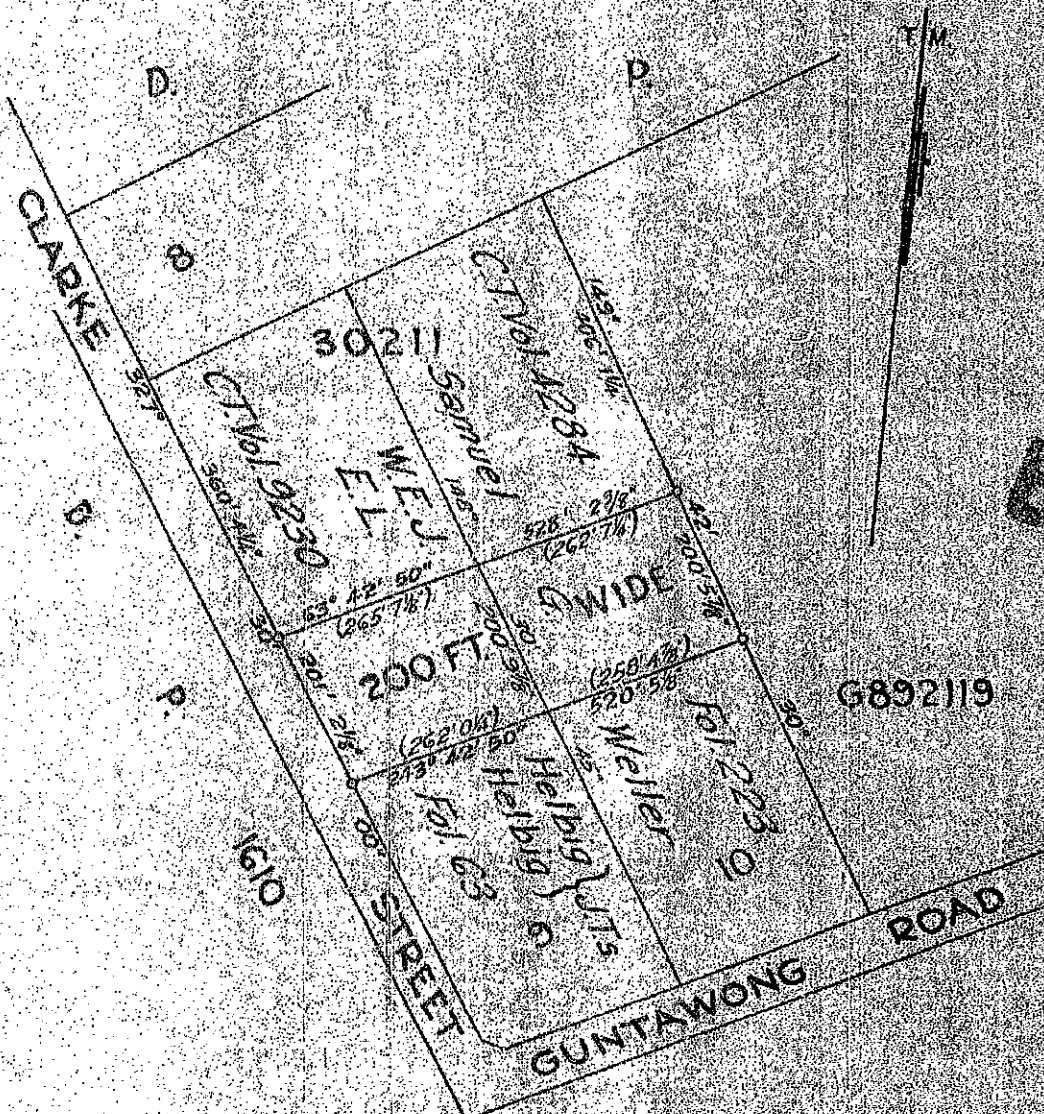
## PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



EASEMENT FOR TRANSMISSION LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-1960 21 FOL 2760

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

*P. Raymond*  
or J.T.S. Ryan & Co

Surveyor Registered under The Surveyors Act 1929

Date: 26.1.60

P3772A

58 20425

J.O.20426

Municipality of  
Municipality of Blacktown

W 42

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330 kV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

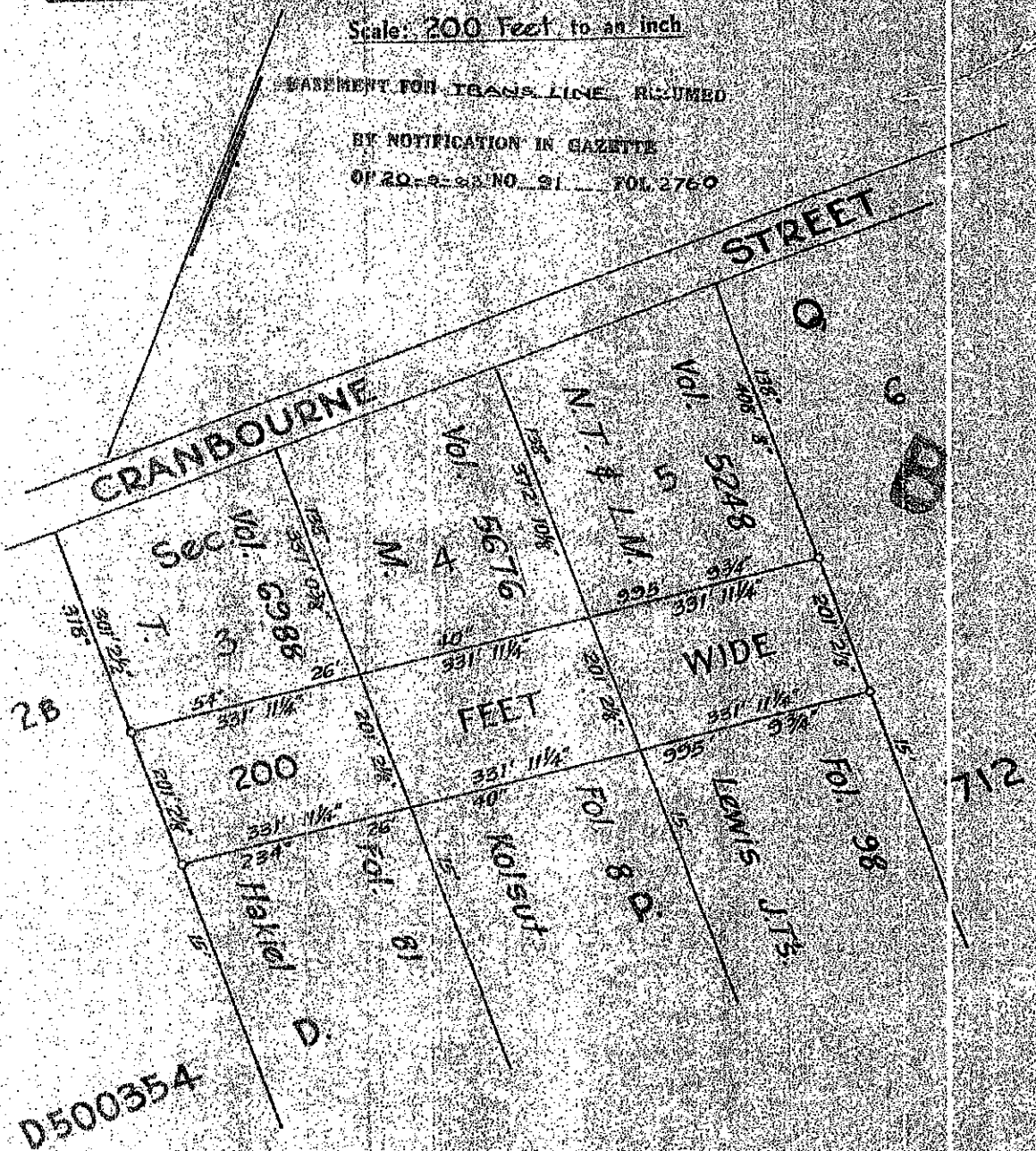
County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED

BY NOTIFICATION IN GAZETTE

OF 20-9-58 NO. 21 FOL. 2760



D500354

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

*H. Raymond*

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

Date: 26.1.60

P.3769

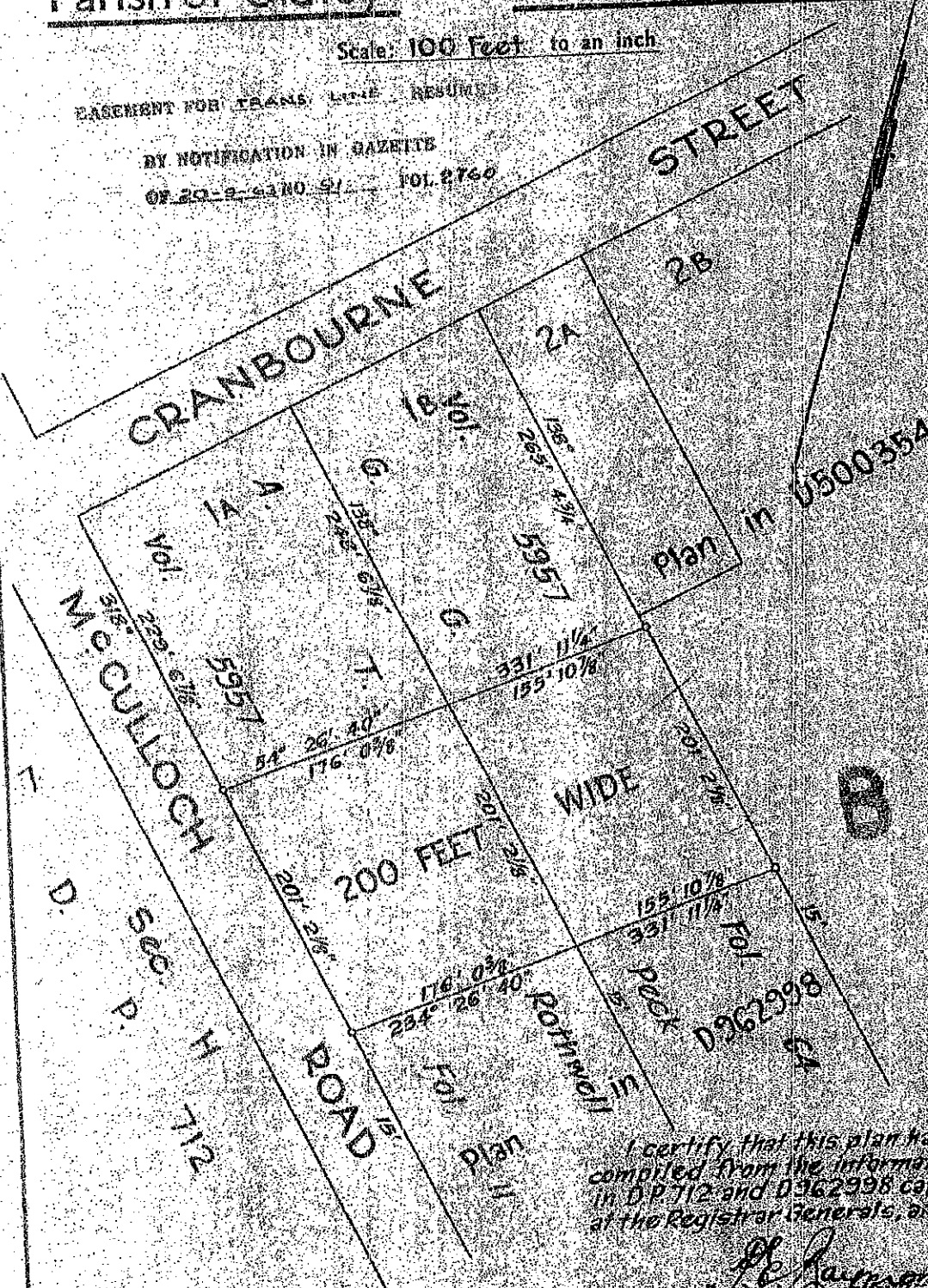
J.O.20426

X 10

# PLAN

Parish of Gidley      County of Cumberland

OF 20-9-43 NO. 51 POL. 2760



*J. S. Ryon*  
of J. S. Ryon & Co.  
Surveyor Registered under The Surveyors Act, 1929

3B.20427

P 3767

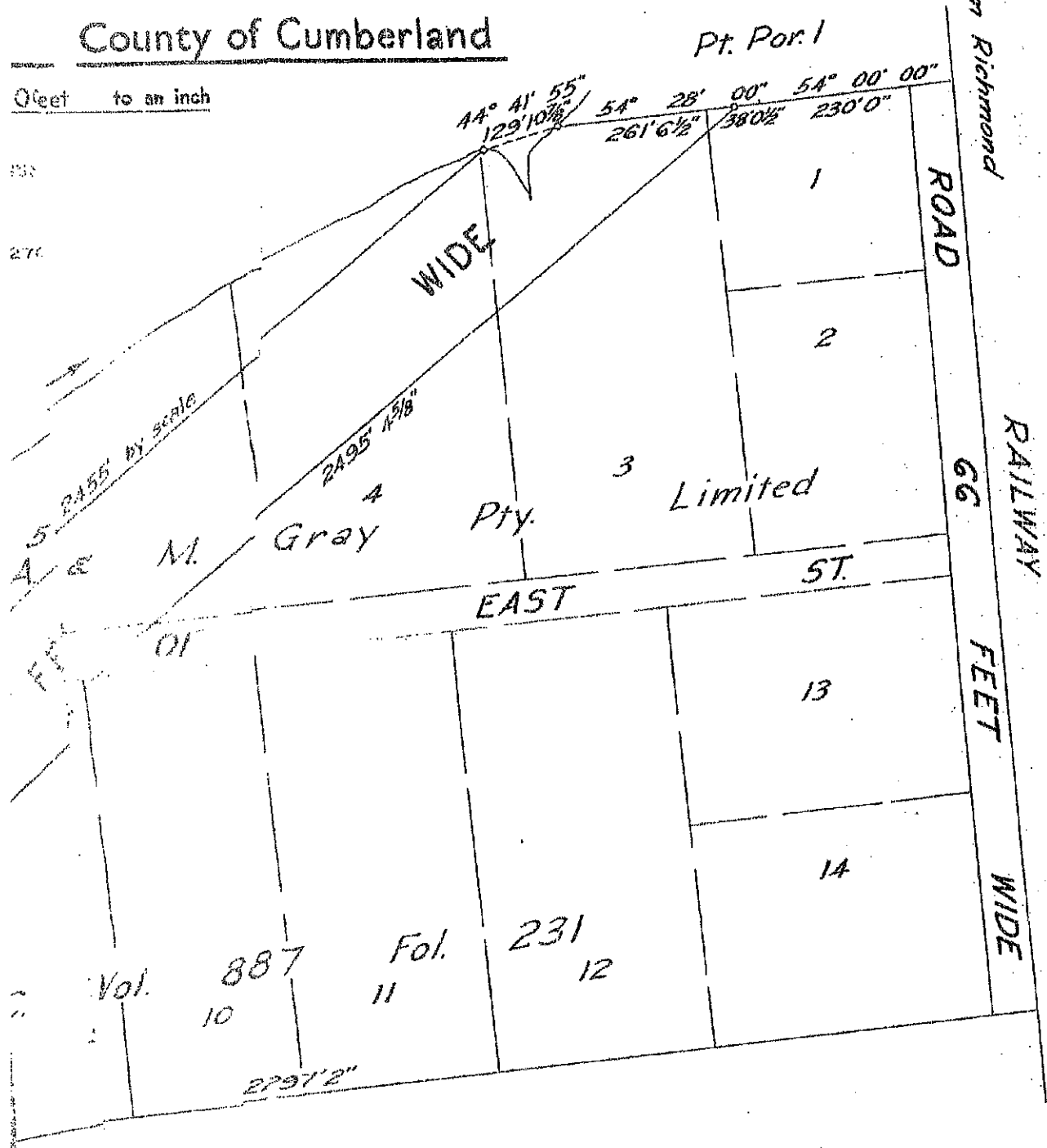
32

COMMISSION OF N.S.W.  
**T SYDNEY NORTH**  
**MISSION LINE**  
**LAN**

PO TO BE RESUMED FOR TRANSMISSION LINE

**County of Cumberland**

0 feet to an inch



Compiled from D.P. 2912

*Chas. Fitzell*

Surveyor Registered under The Surveyors Act, 1929-46

P. 3761 B

S.B. 2042 R

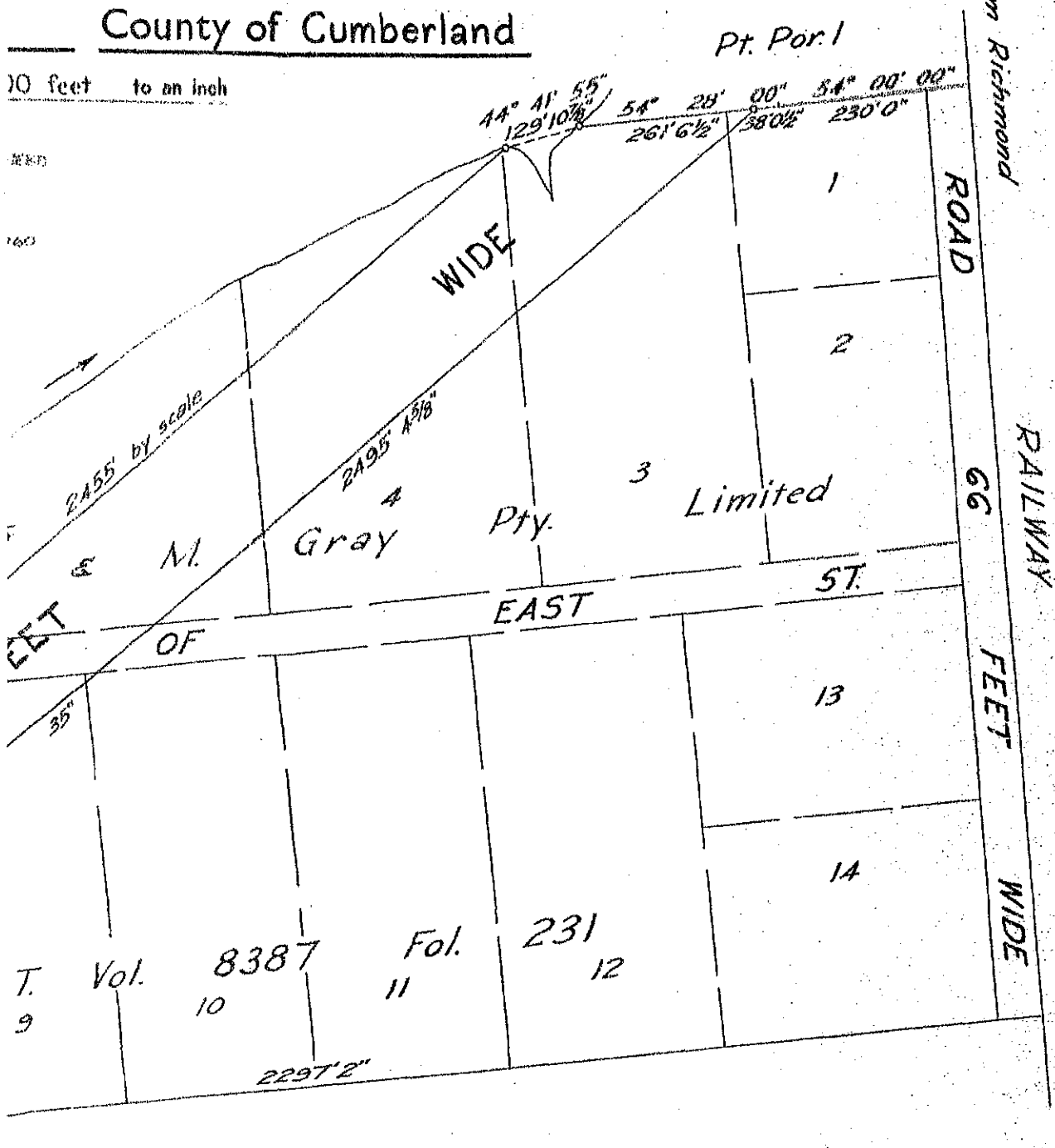
TY COMMISSION OF N.S.W.

SYDNEY NORTH  
NSMISSION LINE  
PLAN

USED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

10 feet to an inch



Compiled from D.P. 2912.

Chas. Litch

Surveyor Registered under The Surveyors Act, 1929-46

P. 3761 B

Municipality of Blacktown  
~~Shire of~~

THE ELECTRIC  
**SYDNEY WEST**  
**330kV. TR.**

SHOWING SITE OF EASEMENT PR

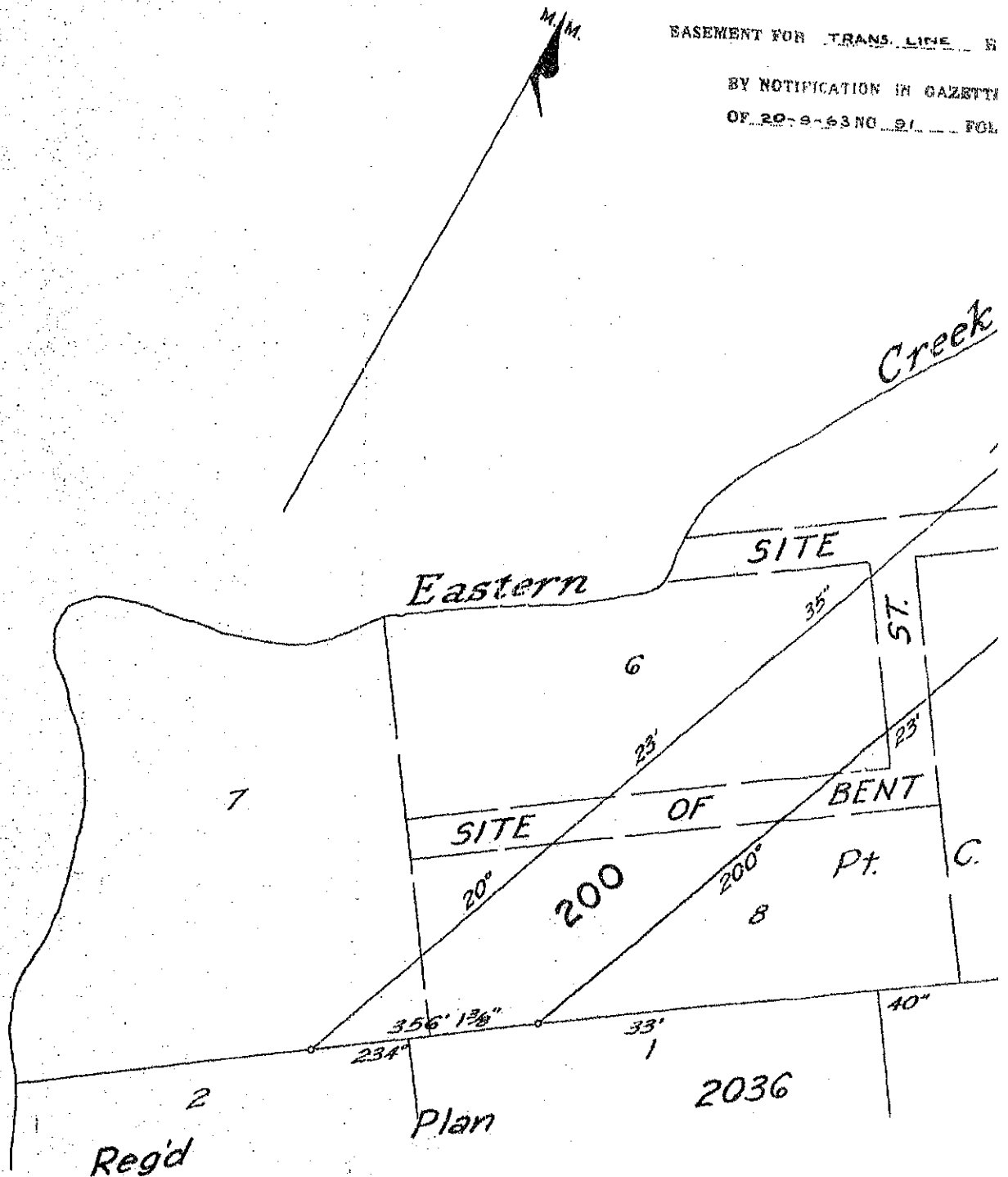
Parish of Gidley

Scale:

EASEMENT FOR TRANS. LINE

BY NOTIFICATION IN GAZETTE  
OF 20-9-63 NO 91 FOR

S.B.20428R



Date: 23-1-1963

Field Book No.

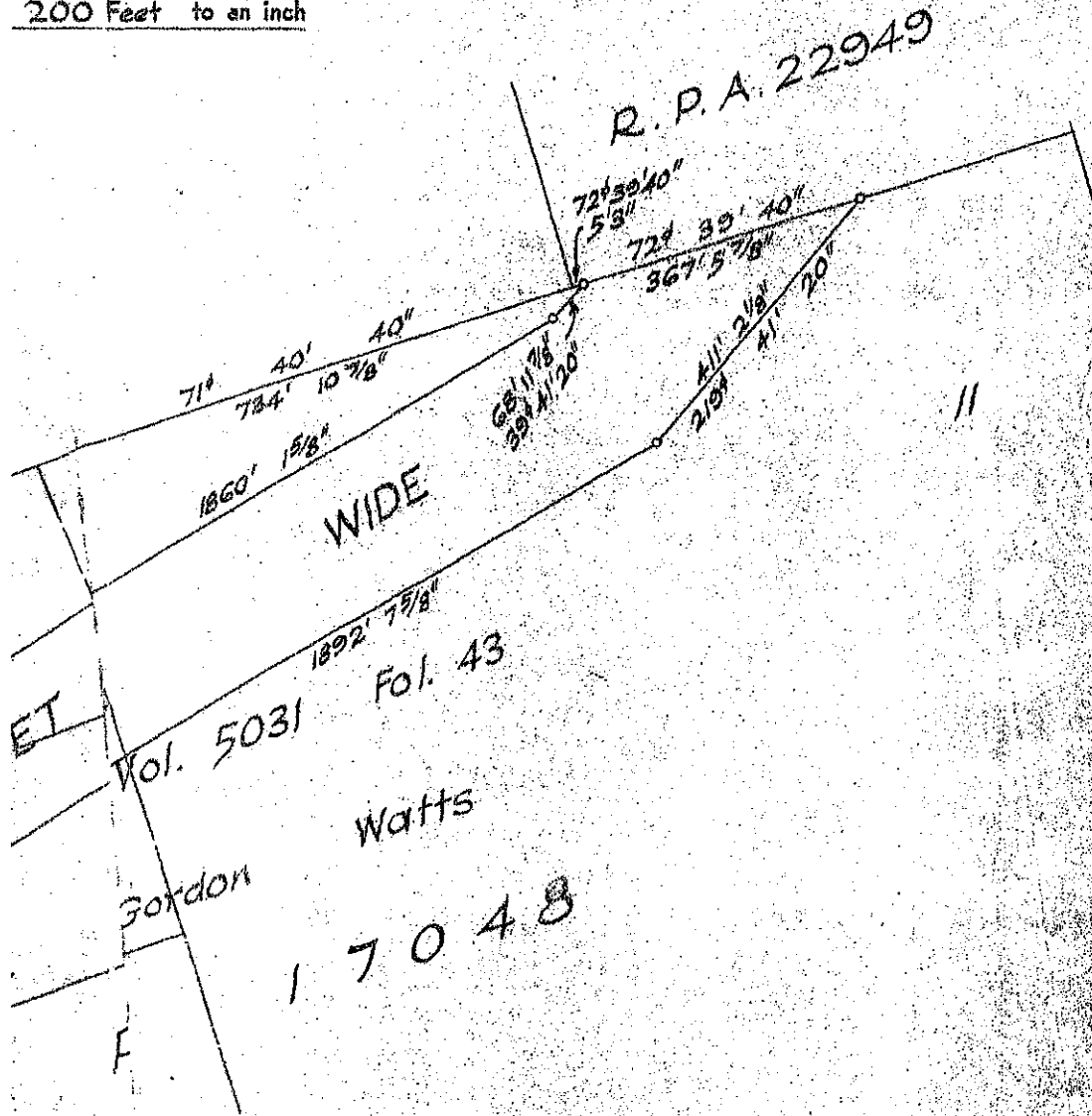
CITY COMMISSION OF N.S.W.

**SYDNEY NORTH  
TRANSMISSION LINE  
PLAN**

PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

200 Feet to an inch



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

*J. T. S. Ryan & Co.*  
Surveyor Registered under The Surveyors Act, 1929.  
P3754

~~Municipality of~~  
Municipality of Blacktown

THE ELECT  
SYDNEY WE  
330KV.

SHOWING SITE OF EASEMENT

## Parish of Gidle

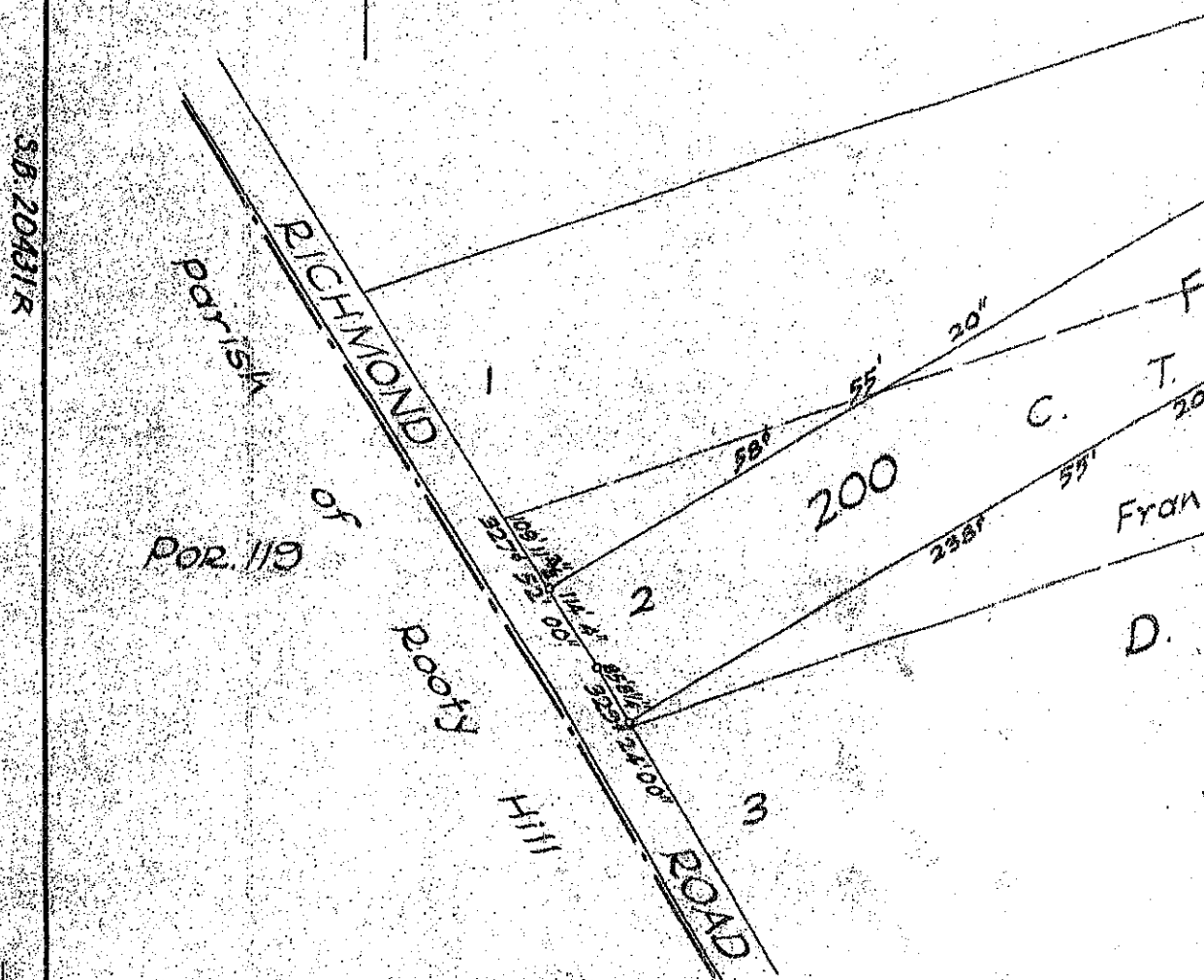
**\$1**

RECEIVED FOR TRANS. LINE RECEIVED

BY NOTIFICATION IN GAZETTE

00-20-9-62 NO 9/ POL 2700

por. 20



Date 7/1/60

Municipality of  
Shire of Baulkham Hills

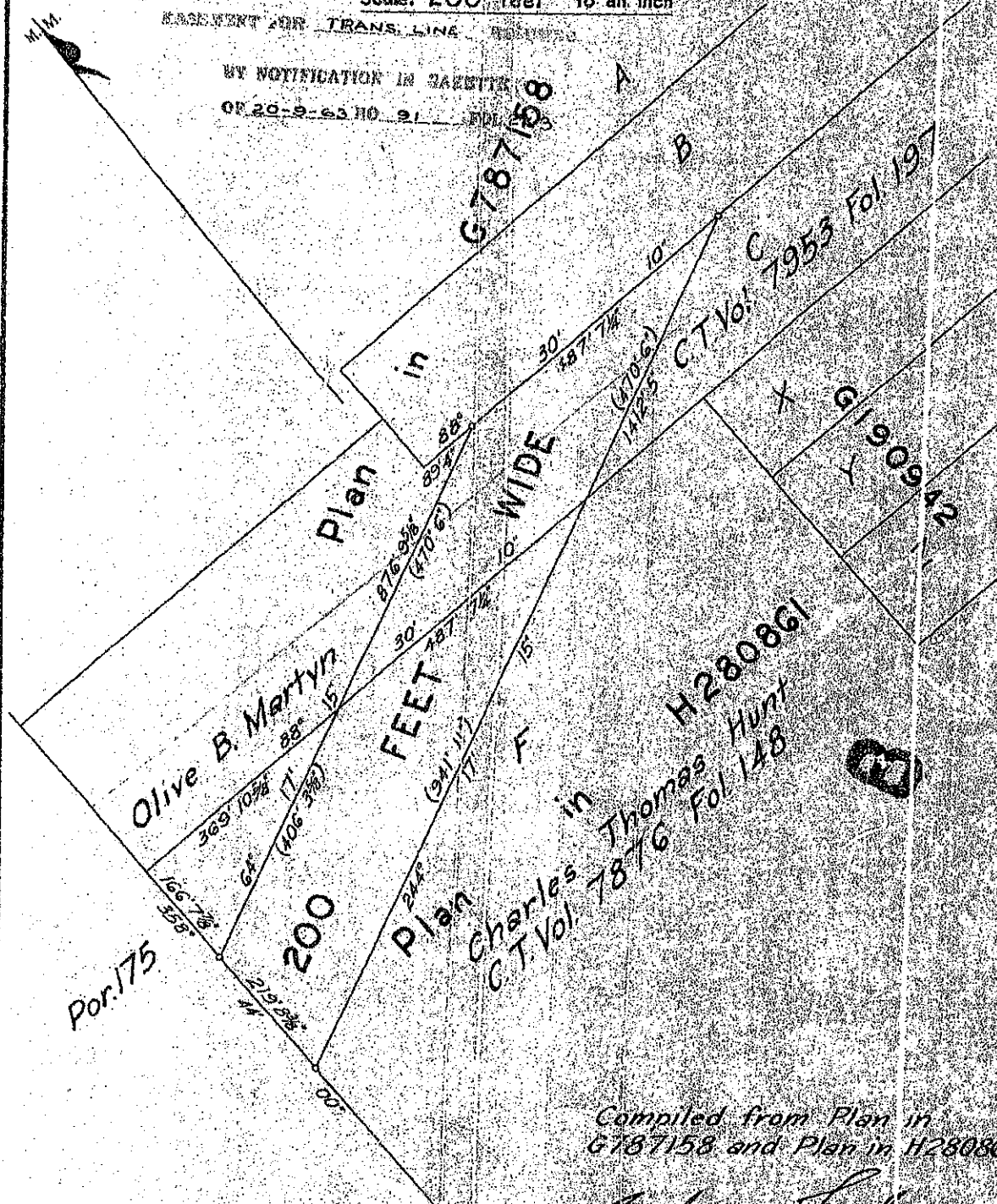
A (18)

THE ELECTRICITY COMMISSION OF N.S.W.  
**SYDNEY WEST - SYDNEY NORTH**  
**330kV. TRANSMISSION LINE**  
**PLAN**

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson County of Cumberland

Scale: 200 feet to an inch



Compiled from Plan in  
G787158 and Plan in H280861

*Chas. Liffell*

Surveyor Registered under The Surveyors Act, 1929-46

Date: 24-1-1963

Field Book No.

P. 3985A

Municipality of Blacktown

Shire of

THE ELECTRIC  
 SYDNEY WEST  
 330 KV T1

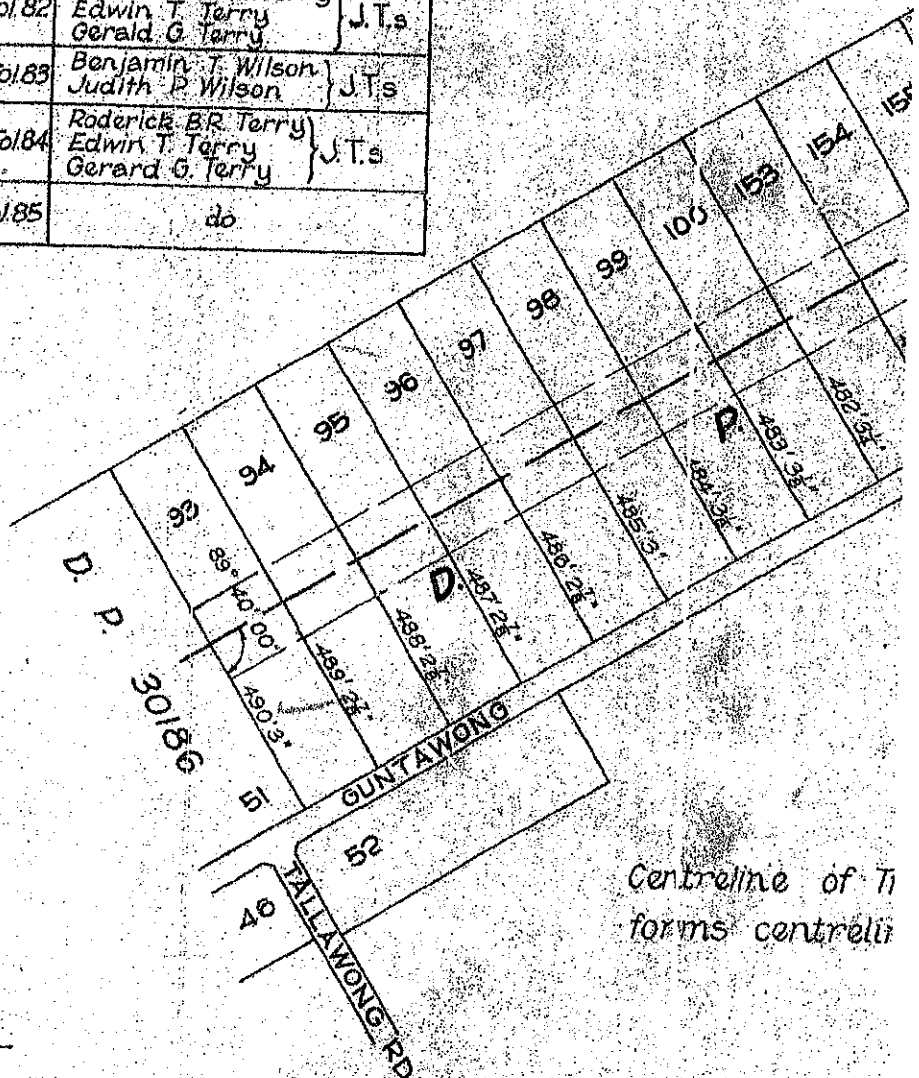
LOT	TITLE	REGISTERED OWNER
93	CT.Vol.9433 Fol.23	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
94	CT.Vol.9433 Fol.24	do
95	CT.Vol.9433 Fol.25	do
96	CT.Vol.9433 Fol.26	do
97	CT.Vol.9433 Fol.27	Tivadar Kopmayer Paula Kopmayer } J.T.s
98	CT.Vol.9433 Fol.28	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
99	CT.Vol.9433 Fol.29	Victor Stanley Dunesky
100	CT.Vol.9433 Fol.30 CT.Vol.9433 Fol.30	Hugo Halder Clara Halder } Ts in C.
153	CT.Vol.9433 Fol.82	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
154	CT.Vol.9433 Fol.83	Benjamin T. Wilson Judith P. Wilson } J.T.s
155	CT.Vol.9433 Fol.84	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
156	CT.Vol.9433 Fol.85	do

SHOWING SITE OF EASEMENT PRO

Parish of Gidley

Scale: 4

EASEMENT FOR  
 RESUMED BY NO  
 ON 29-2-53 No



Centreline of T1  
 forms centrelini

Date:

Field Book No.

Municipality of  
Shire of Baulkham Hills.

65A

THE ELECTRICITY COMMISSION OF N.S.W.

# SYDNEY WEST - SYDNEY NORTH 330KV. TRANSMISSION LINE PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Nelson

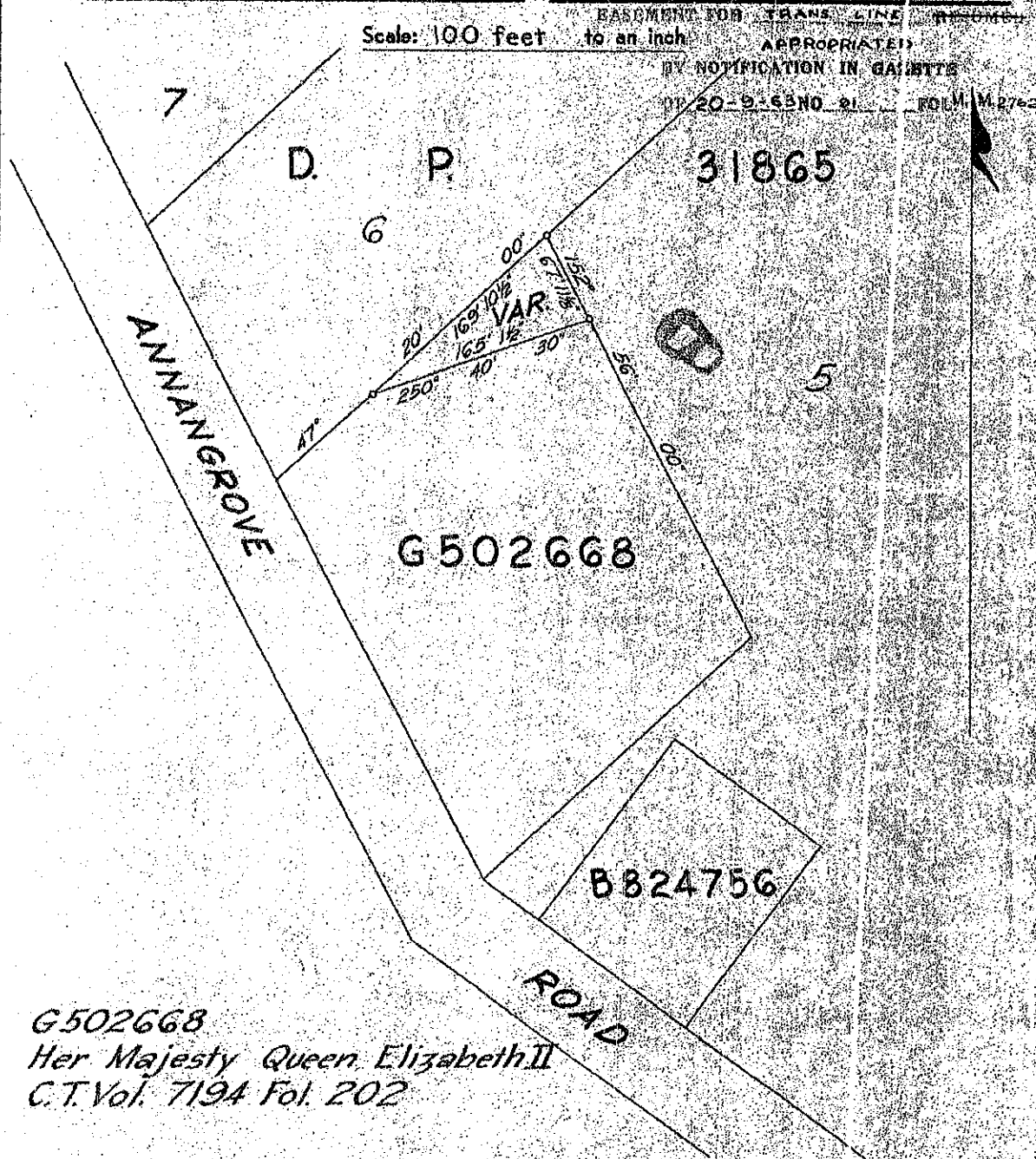
County of Cumberland

Scale: 100 feet

to an inch

BY NOTIFICATION IN GAZETTE

PP 20-9-63 NO 21 FOLIO M.27-2



G502668

Her Majesty Queen Elizabeth II  
C.T. Vol. 7194 Fol. 202

Compiled from G502668

Date: 18-12-1962.

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P. 4998

3820410

TY COMM OF N.S.W.

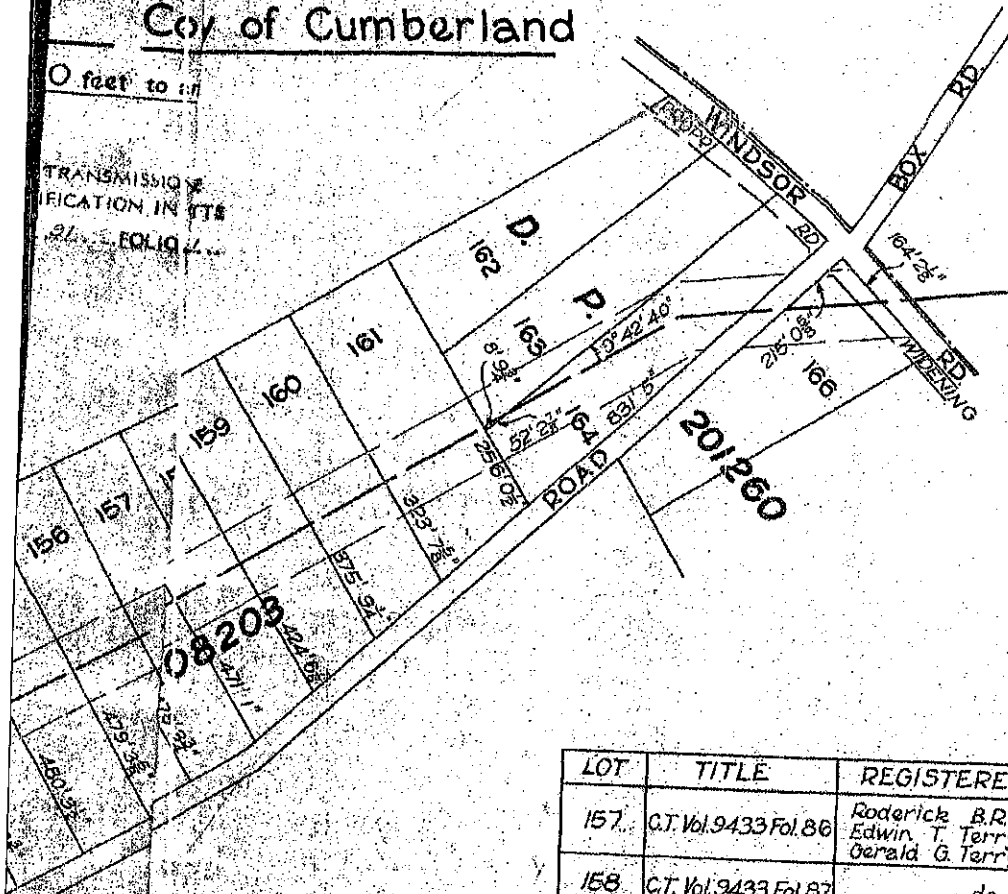
**T - NEY NORTH  
 ANSMION LINE (Nº1)  
 PLAN**

POSED TO BEIRED FOR TRANSMISSION LINE

**Coy of Cumberland**

0 feet to 11

TRANSMISSION  
 IIFICATION IN ITS  
 21. EQUILIB



LOT	TITLE	REGISTERED OWNER
157	C.T. Vol. 9433 Fol. 86	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
158	C.T. Vol. 9433 Fol. 87	do
159	C.T. Vol. 9433 Fol. 88	do
160	C.T. Vol. 9433 Fol. 89	Wilhelm Habermann Ramona Habermann } J.T.s
161	C.T. Vol. 9433 Fol. 90	Roderick B.R. Terry Edwin T. Terry Gerald G. Terry } J.T.s
162	C.T. Vol. 9201 Fol. 119	do
163	C.T. Vol. 9201 Fol. 120	do
164	C.T. Vol. 9201 Fol. 121	do
166	C.T. Vol. 9201 Fol. 122	Rouse Hill Estate Pty Ltd

Transmission Line shown thus  
 easement 200 feet wide

Registered under The Land Act 1958

**J 808757**

No. ....

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

**NOTICE OF RESUMPTION**

Particulars Entered Fourthly in Register Book as per Schedule Marked \*  
on the 17<sup>th</sup> May 1965, 12.00 pm

VOL	FOL	
4909	24	7194-202
5031	43	3297-196
5381	231	4750-93
5457	11	1723-93
5457	64	5478-197
6988	81	7720-113/4
5248	98	8108-170-172
9165	16-14(w)	5187 210
5100	201	7876 148
6556	152	5957-64
3317	174	9004-124, 129
3317	187	4284 223
6892	33	P

*Jawatsone*  
Registrar General



Particulars Entered Secondly in Register Book as per Schedule Marked \* on 17<sup>th</sup> August 1965, 12.00 pm

VOL	FOL	VOL	FOL
5957	11	9003	70/71
9230	6302B	9387	1619
9433	23/26(w)	841	35
9433	82/83(w)	9528	114/112
9538	110/111	9004	132-134
9279	245/250		

P/104176  
RE-19

*Jawatsone*  
Registrar General



FIFTHLY FOURTHLY  
Particulars entered in Register Book Vol. 10016 Folio 170/171, 172-173  
the 0 day of MARCH 1966 at 12  
o'clock in the fore noon.

*Jawatsone*  
Registrar General



FIFTHLY  
Particulars entered in Register Book,

Vol. 9433, Fol. 30A/30B  
9508, 83A/83B  
8277, 118  
8227

DEP. REG. GEN.  
30-12-1966

the 6<sup>th</sup>  
day of July 1966  
at minutes 10  
o'clock in the fore noon.

*Jawatsone*  
Registrar-General



Particulars entered Fourthly  
and all references except, (slide also 14 of 170-173)  
as listed below

VOL	FOL	VOL	FOL
3297	196	8277	118
8478	197	9433	22A-B
9508	2500	(9596 as 11/10)	

on the 17<sup>th</sup> May 1965  
at 12 o'clock noon

*Jawatsone*  
Registrar General

P/104176  
13510

THIRDELY  
Particulars entered in Register Book Vol. 918 Folio 160/163  
the 8<sup>th</sup> day of October 1965 at 10  
o'clock in the fore noon.

*Jawatsone*  
Registrar General



FIFTHLY  
Particulars entered in Register Book Vol. 2201 Folio 2201/2202  
the 6<sup>th</sup> day of MARCH 1967 at 12  
o'clock in the fore noon.

*Jawatsone*  
Registrar-General



Registrar-General

B

CONVEYANCING ACTS, 1919-1953  
REAL PROPERTY ACT, 1900

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

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

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
X Part Por. 29 (Ph.) (bg. part land in ) R.P.A. 229-9)		Parish Gidley	County Cumberland	Part C.T. ✓ 5221	57
being the land delineated on the plan hereunto annexed and marked "A".					
X Part Lot 36 ✓		Parish Deposited Plan No. 12076	County ✓ Part C.T. ✓ 7410	92 ✓	
X Part Lot 37 ✓		Deposited Plan No. 12076	Part C.T. ✓ 6431	151 ✓	
X Part Lot 38 ✓		Deposited Plan No. 12076	Part C.T. ✓ 6431	153 ✓	
Being the land delineated on the plan hereunto annexed and marked "B".					
X Part Lots 1, 2, 3, 4, & 5, Sec H. (being part of the 1) land in R.P.A. 32452)		( Grange Farms Estate)	Part C. T. 4811	181 ✓	
Being the lands delineated on the plan hereunto annexed and marked "C".					
X Part Lot 1 Sec. C (being part Lot 5) D.P. 27259		Grange Farms Estate (1001 Litho)	Part C.T. 4811	183 ✓	
Being the land delineated on the plan hereunto annexed and marked "D".					
X Part Lots 3 & 4 Sec. B		Deposited Plan No. 712	Part C.T. ✓ 7815	106 ✓	
Being the land delineated on the plan hereunto annexed and marked "E".					

DATED this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Our Lord

one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

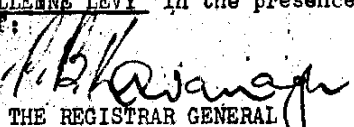
THE REGISTRAR GENERAL  
SYDNEY

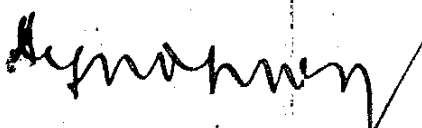
SCHEDULE ( Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or whole	Vol.	Fol.
Part Lot 1	Sec H	Deposited Plan No. 712	Part C.T.	6686	181
Part Lot 2	Sec H	Deposited Plan No. 712	Part C.T.	708	28
Being the lands delineated on the plan hereunto annexed and marked "F".					
Part Lot 3	Sec H	Deposited Plan No. 712	Part C.T.	710	157
Part Lot 4	Sec H	Deposited Plan No. 712	Part C.T.	6816	119
Being the lands delineated on the plan hereunto annexed and marked "G".					
Part Lot 5	Sec H	Deposited Plan No. 712	Part C.T.	3855	82
Part Lot 6	Sec H	Deposited Plan No. 712	Part C.T.	748	91
Being the lands delineated on the plan hereunto annexed and marked "H".					
Part Lot 7	Sec H	Deposited Plan No. 712	Part C.T.	739	224
Being the land delineated on the plan hereunto annexed and marked "J".					
Part Lot 2B	Parish	County	Part C.T.	5939	79
in plan annexed to )		Gidley	Cumberland		
Transfer No.D500354 )					
Being the land delineated on the plan hereunto annexed and marked "K".					
Part Lot 9	Sec Q	Deposited Plan No. 712	Part C.T.	6748	2
(being also part					
lots 16, 17, 22 & 23 DP)					
1610 and whole of lots )					
18, 19, 20 & 21 D.P.1610)					
Being the land delineated on the plan hereunto annexed and marked "L".					

DATED this FOURTEENTH day of DECEMBER in the year of Our Lord  
one thousand nine hundred and sixtyone.

SIGNED by the said ALFRED  
ALLENNE LEVY in the presence  
of:

  
THE REGISTRAR GENERAL  
SYDNEY.



~~Blacktown~~ *Blacktown*  
~~Blacktown~~ *Blacktown*

H 955008

THE ELECTRIC  
SYDNEY WEST  
330KV. T

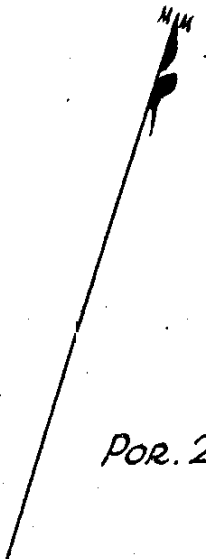
SHOWING SITE OF EASEMENT, 25

Parish of Gidley

Scale  
R. P.

*CCC 761*  
*Acres*  
*11 1/2*

CROSS ST.



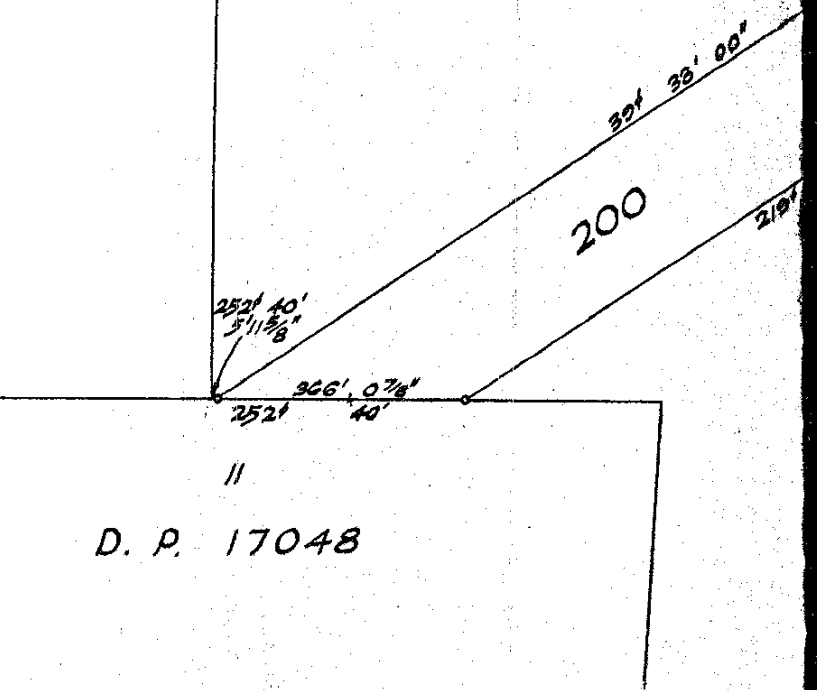
Por. 20

*agreed with*  
*guy*

R. P. A.

Askley Samuel Clugs  
C. T. Vol. 522/ Fol. 57

SB. 18760.4.



D. P. 17048

Date 1.1.60

COMMISSION OF N.S.W.

# **- SYDNEY NORTH TRANSMISSION LINE**

**PLAN**

14-4-61

44

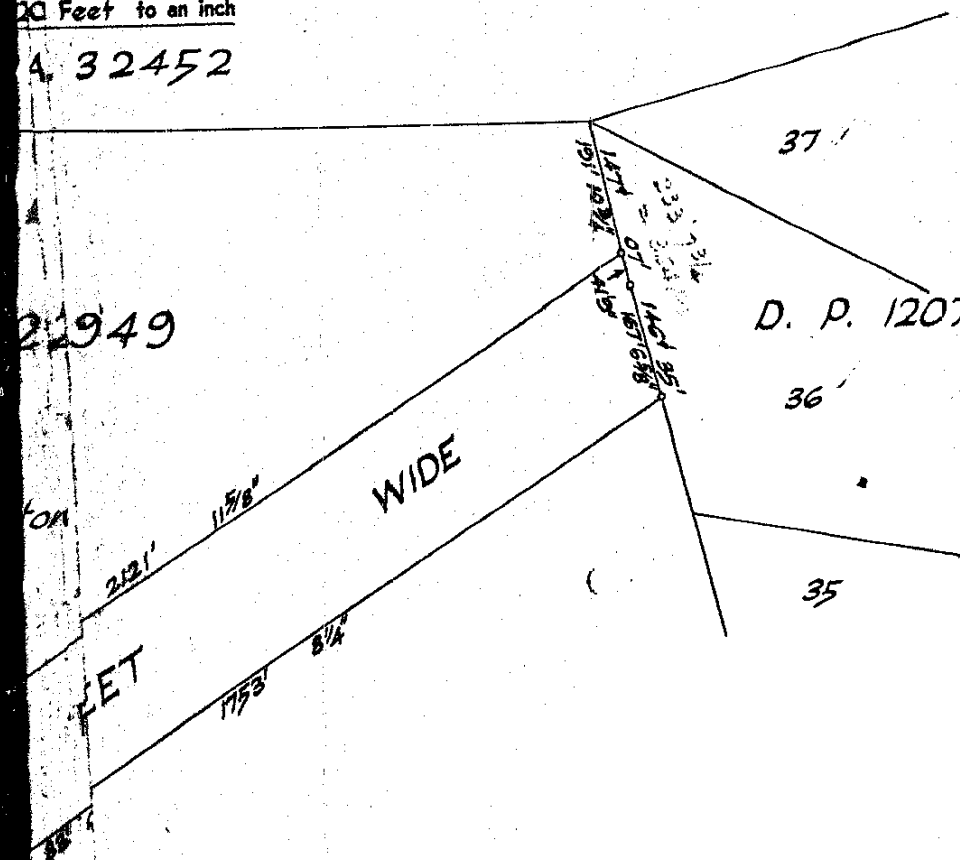
1081-2

RESUMED FOR TRANSMISSION LINE

**County of Cumberland**

20 Feet to an inch

A. 32452



D. P. 12076

36

35

"A"

DECEMBER 61

*[Signature]*

I certify that this plan has  
been compiled from information  
in R.P.A. 22949 and is correct.

(in plans)

*[Signature]*  
of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P3755

S.B. 18760A

S.B. 18761.

Municipality of

City of Blacktown

Mun.

H 955008

26

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST - SYDNEY NORTH**  
**330 KV. TRANSMISSION LINE**

PLAN

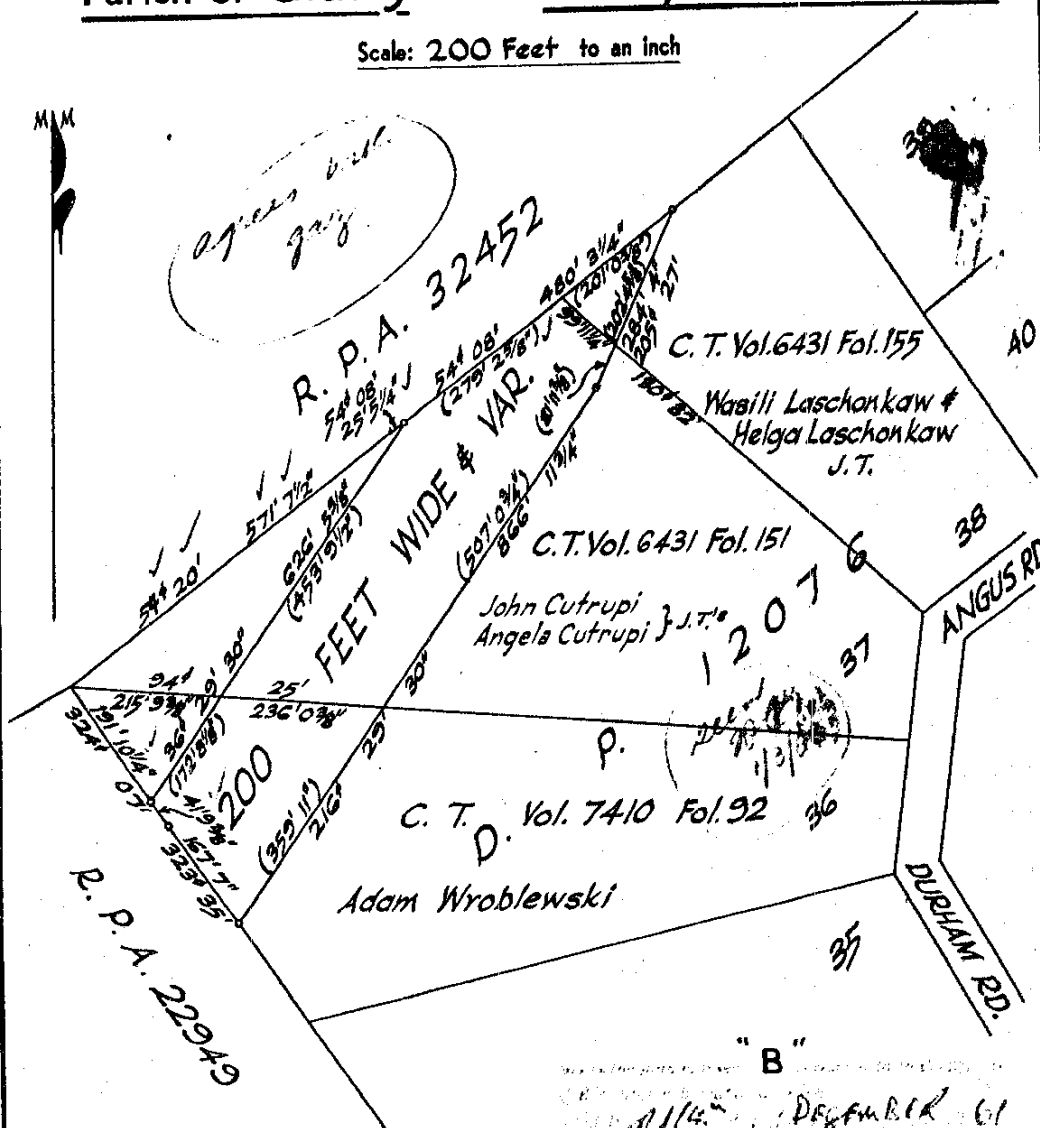
14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



"B"

1/14 DEC 61

*[Signature]*

I certify that this plan has  
been compiled from information  
in D.P. 12076 and is correct.

*[Signature]*  
of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

P.3756

Date 1.1.60

S.B. 18761.

HP 955008

27

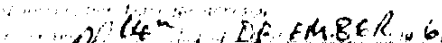
**THE ELECTRICITY COMMISSION OF N.S.W.**

## PLAN

14-4-61 44 1081-2

**SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE**

**Scale: 200 Feet to an inch**



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

P3757

S.B. 18762.

**H 955008**

**D** (2)

## PLAN

Trans. line

4-4-61 44 1081-2

County of Cumberland



2  
Regd Plan 2036  
AVE.

Sec. B  
1001 (L)

Lot 5, D.P. 27259  
C.T. Vol. 4811 Fol. 183  
L.M. Singer

Lot 5, Reg<sup>d</sup> Plan 2036  
Con. Bk. 2504 N<sup>o</sup> 695  
Joseph Magro

*Emanuel Grech*

[illegible]

I certify that this plan has been compiled from information in D.P. 27259, which is also Reg'd Plan 2036 and is correct.

*H. Raymond*  
of J. T. S. Ryan & Co.

Date 31-12-59

Surveyor Registered under The Surveyors Act, 1929.

P 3759

**S.B. 18764**

**HI 955008**

"E" (35)

## PLAN

Parish of Gidley                      County of Cumberland

Scale: 200 Feet to an Inch

agrees with Jeff

BLIGH ST

CRANBOURNE ST

1007

Vol. 78/5 Fol. 106

200 FEET WIDE

Henrik Zamunik

Sec. G

Sec. E

Sec. H

Sec. D

Pt. R.P.A. 515

DECEMBER 6

B. Brown

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

J. E. Raymond

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

P. 3762

Date : 26.1.60

**S.B. 19765.**

S.B. 18766

Municipality of  
Shire of Blacktown

H 955008

F 36

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST - SYDNEY NORTH  
330 KV. TRANSMISSION LINE**

PLAN

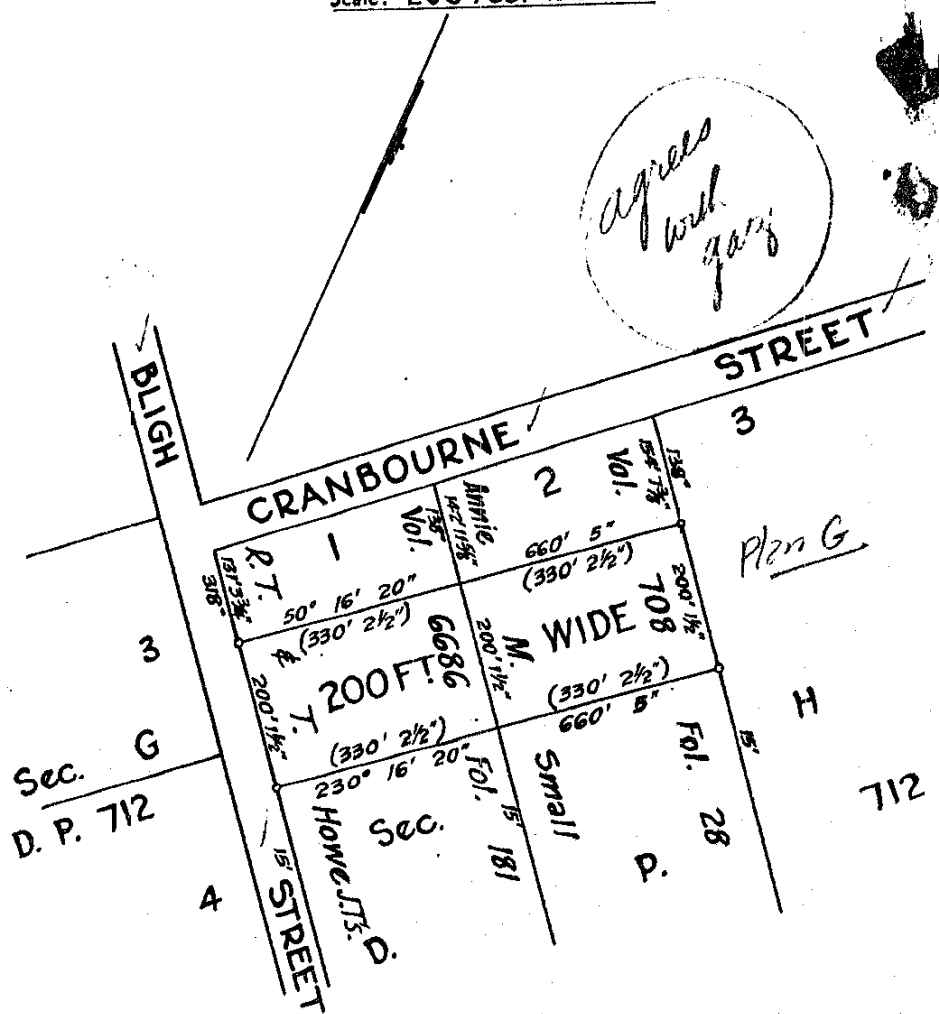
14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



"F"

October 61  
H. Ryan & Co.

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

H. Ryan

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

Date: 26.1.60

P. 3763

S.B. 18766

S.B. 18767

Municipality of  
Shire of Blacktown

H 955008

"G" 37

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST-SYDNEY NORTH  
330 KV. TRANSMISSION LINE**

PLAN

Trans. line

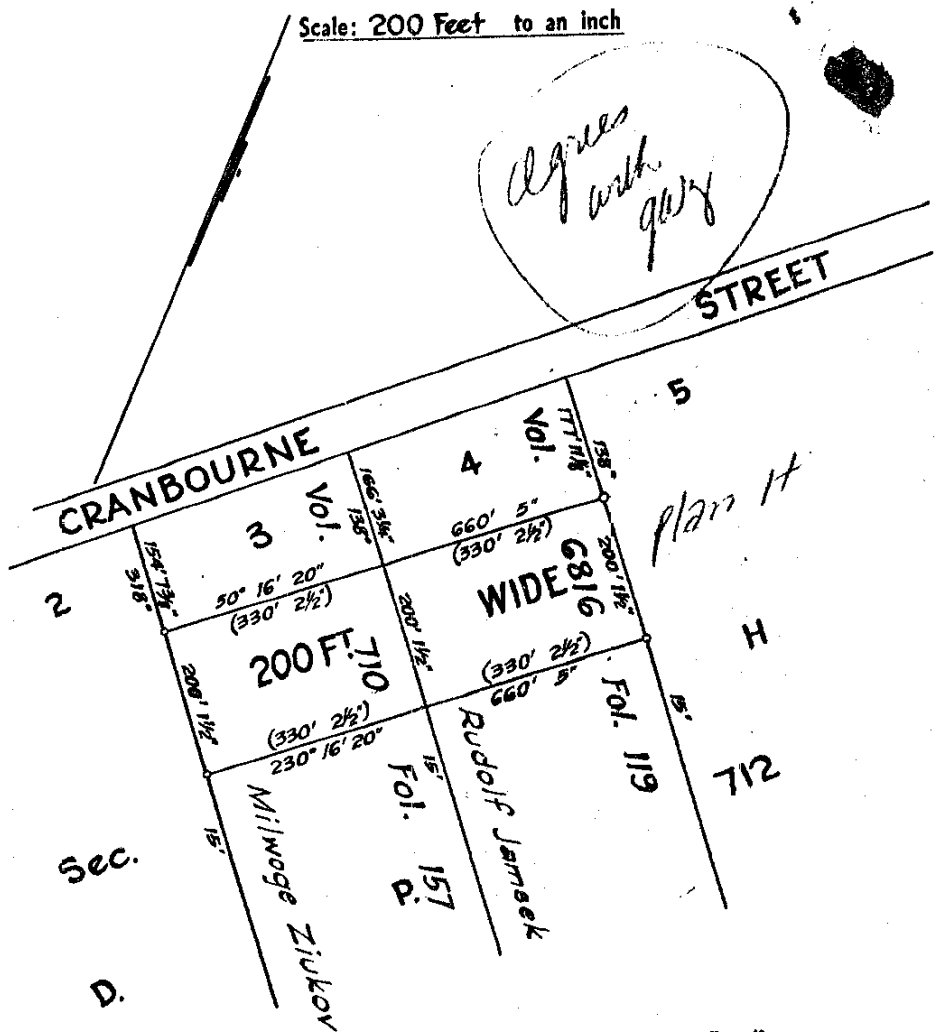
14-4-61 44 1081-2.

SHOWING SITE OF EASEMENT ~~PROPOSED TO BE~~ RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



"G" 37  
DECEMBER 61  
Blairay & Johnston

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

P. Raymond

of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929.

Date: 26-1-60

P.3764

S.B. 18767

**H 955008**

38

**THE ELECTRICITY COMMISSION OF N.S.W.**

**SYDNEY WEST-SYDNEY NORTH**  
**330KV. TRANSMISSION LINE**

## PLAN

trans. line

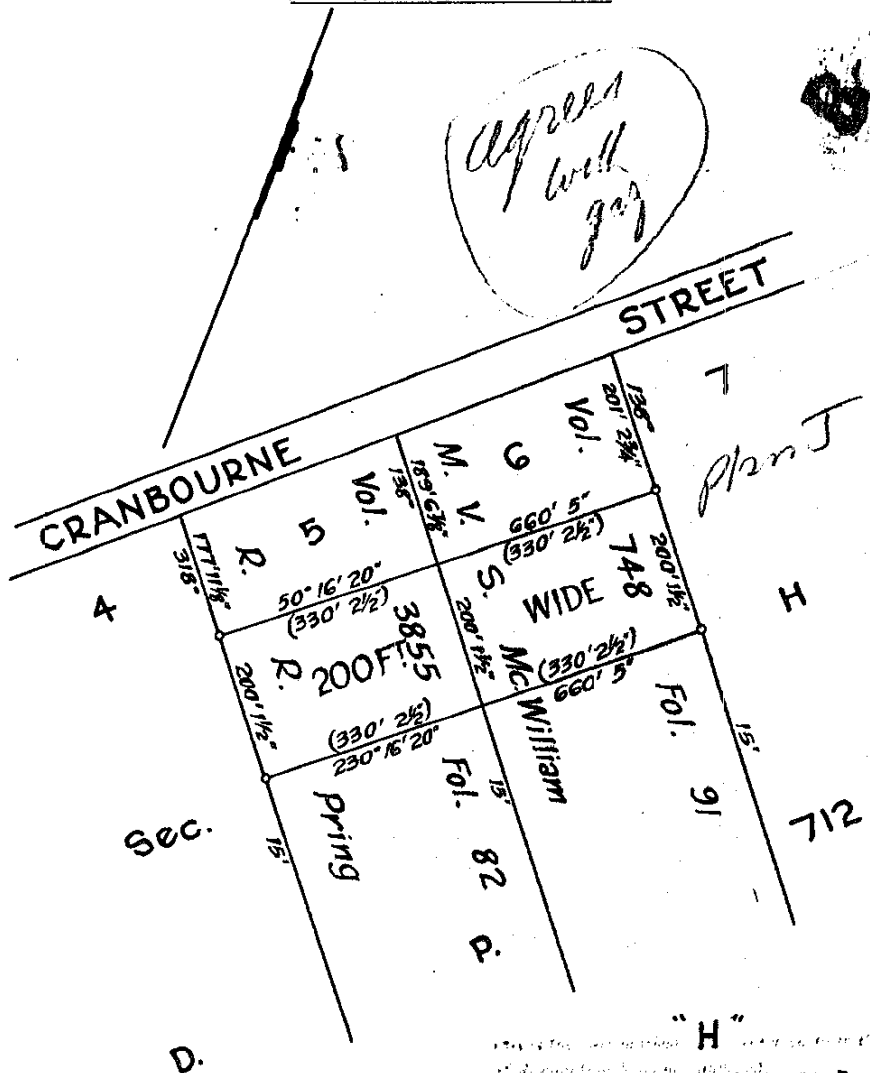
14-4-61 44 1081-2.

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

## Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



“H”

14 DECEMBER 61

Blavatsky, H. P. 1880

1970 / 1971

I certify that this plan has been

*compiled from the information shown  
in D.P. 712 catalogued at the Registrar*

General's, and is correct.

E. Hammond

of J. T. S. Ryan & Co.,

Surveyor Registered under The Surveyors Act, 1929.  
D 2765

Date : 26-1-60

P. 3765

S. B. 18768.

S.B. 18769.

Municipality of  
Shire of Blacktown

H 955008

(39)

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST - SYDNEY NORTH  
330 KV. TRANSMISSION LINE**

PLAN

Trans. Line

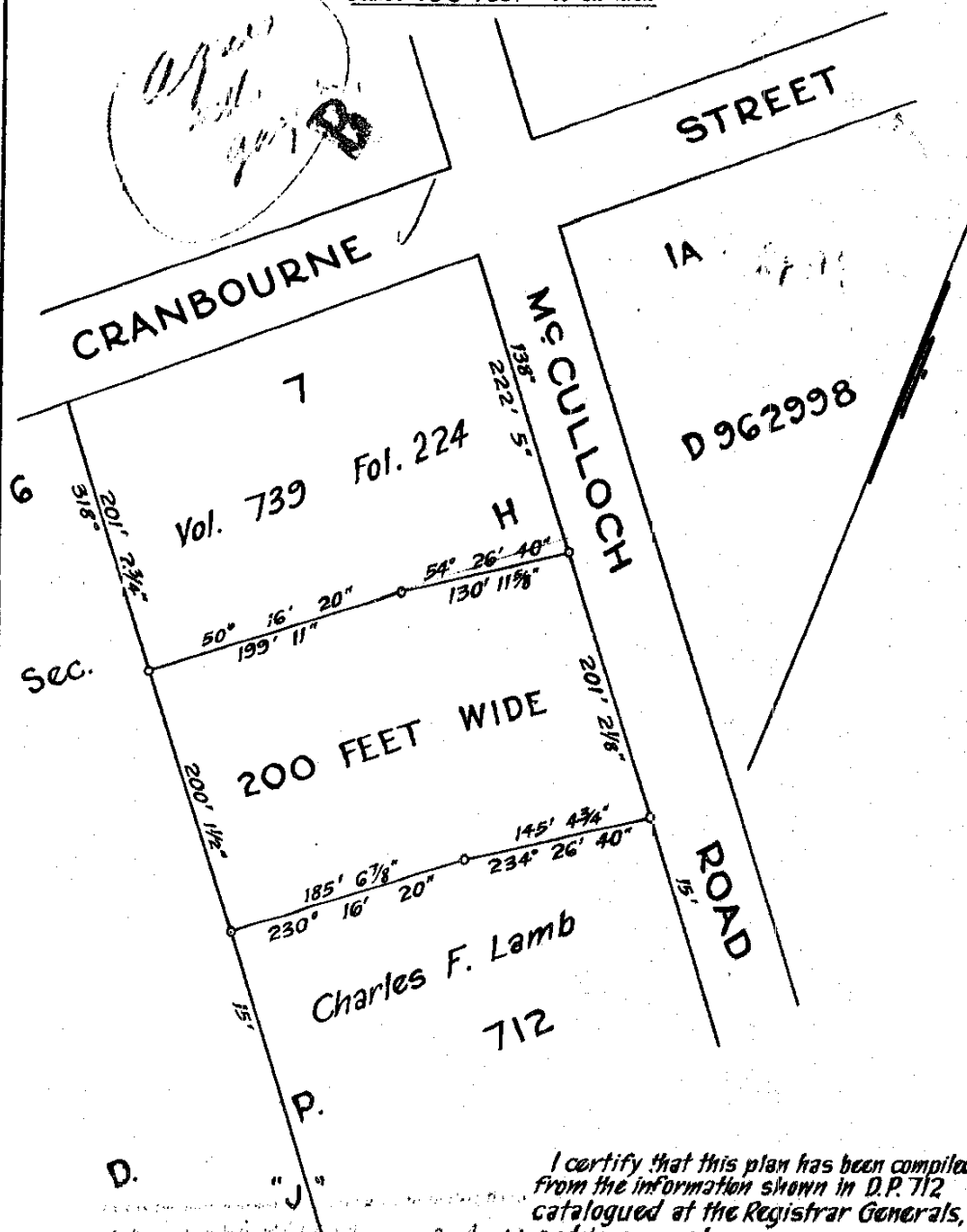
14-4-61 44 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 100 Feet to an inch



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

*[Signature]*  
J. T. S. Ryan & Co.

Date: 26.1.60

Surveyor Registered under The Surveyors Act, 1929.

P. 3766

S.B. 18769.

S.B. 18770.

Municipality of

Shire of Blacktown

H 955008

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST - SYDNEY NORTH  
330KV. TRANSMISSION LINE**

PLAN

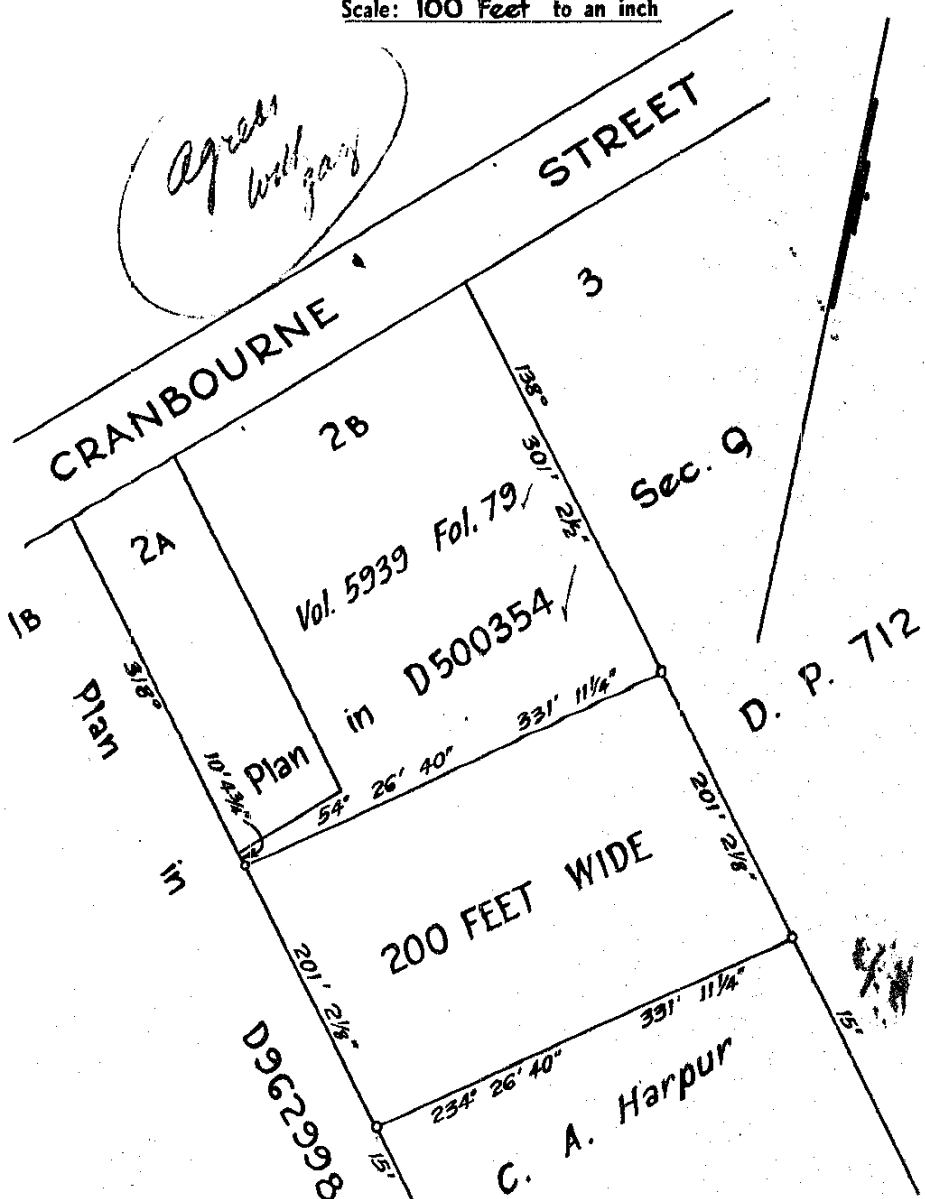
Trans. line

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 100 Feet to an inch



"K"  
December 61  
Blumenfeld

I certify that this plan has been  
compiled from information shown in  
D 500354 catalogued at the Registrar  
General's, and is correct.

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

Date: 26-1-60

P. 3768

S.B. 18770.

S.B. 18771.

Municipality of

Shire of Blacktown

H 955008

"L" (44)

THE ELECTRICITY COMMISSION OF N.S.W.

**SYDNEY WEST - SYDNEY NORTH  
330 KV. TRANSMISSION LINE**

PLAN

Trans. line.

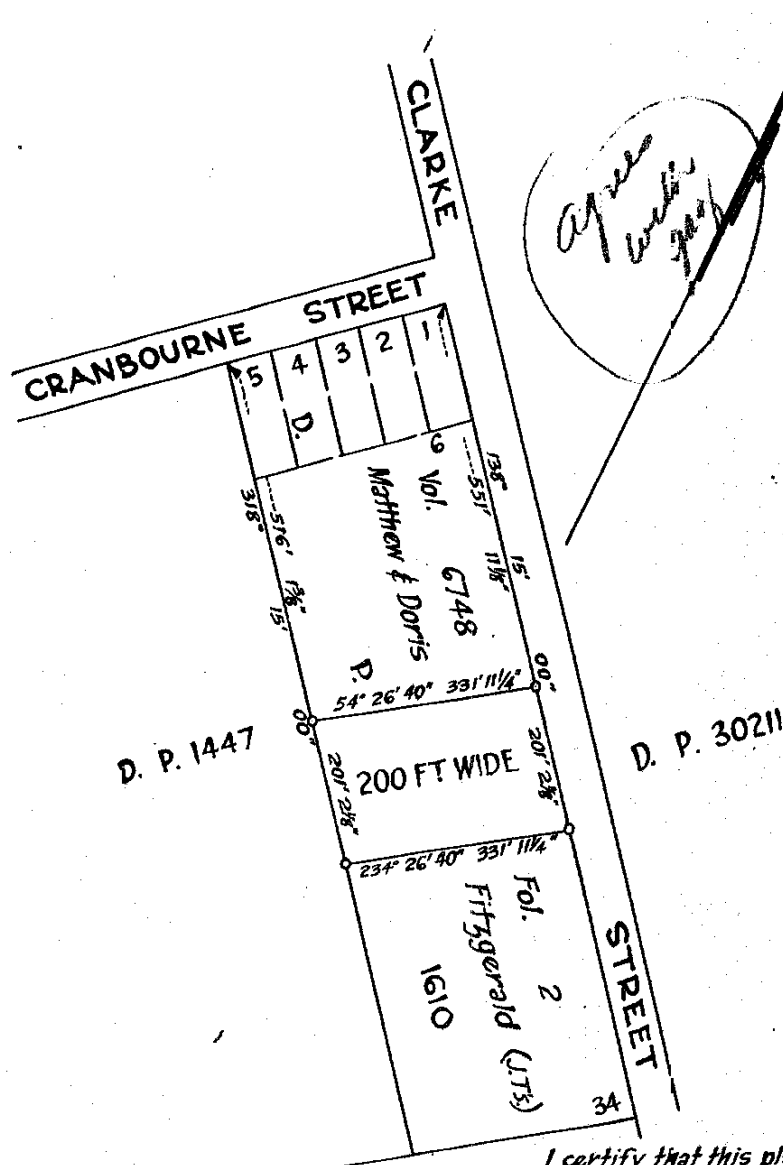
14-4-61 14 1081-2

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gidley

County of Cumberland

Scale: 200 Feet to an inch



I certify that this plan has been  
compiled from D.P. 1610 at the Registrar  
Generals Dept., and is correct.

Date: 26-1-60

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

P.3771

S.B. 18771.

[Published in Government Gazette No. 44 of 14th April, 1961.]

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.  
—PUBLIC WORKS ACT, 1912, AS AMENDED  
SYDNEY WEST-SYDNEY NORTH 330kV TRANSMISSION LINE  
Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or under-surface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 5th day of April, 1961.

E. W. WOODWARD, Governor.

By His Excellency's Command,  
F. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Shire of Blacktown, parish of Gidley and county of Cumberland, being part of the land 200 feet wide comprised in Real Property Application 22949: Commencing on the northernmost north-eastern boundary of the said land at a point bearing 147 degrees 7 minutes and distant 191 feet 104 inches from the northernmost corner of that land; and bounded thence on the north-east by part of that boundary bearing successively 147 degrees 7 minutes 41 feet 9 inches and 146 degrees 35 minutes 167 feet 64 inches; on the south-east by a line bearing 219 degrees 33 minutes 1753 feet 84 inches to the westernmost south-eastern boundary of the said land comprised in Real Property Application 22949; on the south-east by part of that boundary bearing 252 degrees 40 minutes 366 feet 1 inch; and on the north-west by a line bearing 39 degrees 33 minutes 2121 feet 114 inches to the point of commencement,—and said to be in the possession of Ashley S. Clugston.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 36, 37 and 38, deposited plan 12076: Commencing on the south-western boundary of the said lot 36 at a point bearing 144 degrees 7 minutes and distant 191 feet 104 inches from the westernmost corner of that lot; and bounded thence on the north-west by a line bearing 36 degrees 29 minutes 30 seconds 626 feet 54 inches to the north-western boundary of the said lot 37; on the north-west by part of that boundary and part of the north-western boundary of the said lot 38, in all bearing 54 degrees 8 minutes 480 feet 34 inches; on the south-east by lines bearing successively 205 degrees 27 minutes 284 feet 4 inches and 216 degrees 29 minutes 30 seconds 866 feet 112 inches to the said south-western boundary of lot 36; and on the south-west by part of that boundary bearing successively 323 degrees 35 minutes 167 feet 7 inches and 324 degrees 7 minutes 41 feet 94 inches to the point of commencement,—and said to be in the possession of Adam Wroblewski and others.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of the land comprised in Real Property Application 32452: Commencing on a south-eastern side of South-street at a point bearing 234 degrees 10 minutes 40 seconds and distant 135 feet 14 inches from the intersection of that side of that street with the south-western side of Creek-street; and bounded thence on the south-east by a line bearing 205 degrees 25 minutes 45 seconds 863 feet 64 inches to the north-western boundary of lot 38, deposited plan 12076; on the south-east by part of that boundary and part of the north-western boundary of lot 37, in all bearing 234 degrees 6 minutes 45 seconds 416 feet 84 inches; on the north-west by a line bearing 25 degrees 25 minutes 45 seconds 664 feet 64 inches to the said south-eastern side of South-street; and again on the north-west by that side of that street bearing 54 degrees 10 minutes 40 seconds 415 feet 94 inches to the point of commencement,—and said to be in the possession of C. V. Peterson.

Also, all that piece or parcel of land situate as aforesaid, being part of lot B, miscellaneous plan of subdivision (OS) 13790: Commencing at the intersection of the north-western side of South-street with the south-western side of Creek-street; and bounded thence on the south-east by the said north-western side of South-street bearing 234 degrees 10 minutes 40 seconds 435 feet 94 inches to the southernmost

corner of the said lot B; on the south-west by part of the south-western boundary of that lot, bearing 339 degrees 38 minutes 45 seconds 9 feet 1 inch; on the north-west by a line bearing 25 degrees 25 minutes 45 seconds 585 feet 2 inches to the said south-western side of Creek-street; and on the north-east by that side of that street bearing 159 degrees 31 minutes 45 seconds 300 feet 104 inches to the point of commencement,—and said to be in the possession of Jozse Bratovic.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 5, 6 and 7, Registered Plan 2036 and part of lot 5, Deposited Plan 27219: Commencing on the north-eastern side of Creek-street at the southernmost corner of the said lot 7; and bounded thence on the south-west by that side of that street bearing 339 degrees 31 minutes 45 seconds 275 feet 114 inches; on the north-west by lines bearing successively 25 degrees 18 minutes 20 seconds 754 feet 14 inches and 20 degrees 7 minutes 35 seconds 155 feet 54 inches to a south-eastern side of Grange-avenue; again on the north-west by that side of that street bearing 54 degrees 21 minutes 45 seconds 87 feet 84 inches to the northernmost corner of the said lot 5, deposited plan 27219; generally on the north-east by the generally north-eastern boundary of that lot generally south-easterly to the south-eastern corner of that lot; generally on the south-east by part of the generally south-eastern boundary of the said lot 5, Registered Plan 2036, generally south-westerly to a point bearing 198 degrees 10 minutes 40 seconds 49 feet 24 inches; on the south-east by a line bearing 205 degrees 18 minutes 20 seconds 950 feet to the south-eastern boundary of lot 7, Registered Plan 2036; and again on the south-east by part of that boundary bearing 249 degrees 30 minutes 15 seconds 3 feet 24 inches to the point of commencement,—and said to be in the possession of Emanuel Grech and others.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 3 and 4, section G, deposited plan 712: Commencing on the south-western side of Bligh-street at a point bearing 138 degrees 15 minutes and distant 194 feet 114 inches from the northernmost corner of the said lot 3; and bounded thence on the north-east by the said south-western side of Bligh-street bearing 138 degrees 15 minutes 200 feet 14 inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 664 feet 114 inches to the south-western boundary of the said lot 4; on the south-west by part of that boundary and part of the south-western boundary of the said lot 3, in all bearing 319 degrees 58 minutes 200 feet; and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 658 feet 114 inches to the point of commencement,—and said to be in the possession of Henrik Zamunik.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 1 and 2, section H, deposited plan 712: Commencing on the north-eastern side of Bligh-street at a point bearing 138 degrees 15 minutes and distant 131 feet 34 inches from the intersection of that side of that street with the south-eastern side of Cranbourne-street; and bounded thence on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the north-eastern boundary of the said lot 2; on the north-east by part of that boundary bearing 138 degrees 15 minutes 200 feet 14 inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 660 feet 5 inches to the said north-eastern side of Bligh-street; and on the south-west by that side of that street bearing 318 degrees 15 minutes 200 feet 14 inches to the point of commencement,—and said to be in the possession of Annie M. Small and R. T. and T. Howe.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid being part of lots 3 and 4, section H, deposited plan 712: Commencing on the north-eastern boundary of the said lot 4 at a point bearing 138 degrees 15 minutes and distant 177 feet 114 inches from the northernmost corner of the said lot 4; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 138 degrees 15 minutes 200 feet 14 inches; on the south-east by a line bearing 230 degrees 16 minutes 20 seconds 660 feet 5 inches to the south-western boundary of the said lot 3; on the south-west by part of that boundary bearing 318 degrees 15 minutes 200 feet 14 inches and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the point of commencement,—and said to be in the possession of Rudolf Jamsek and Milwoge Zil'kov.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lots 5 and 6, section H, deposited plan 712: Commencing on the north-eastern boundary of the said lot 6 at a point bearing 138 degrees 15 minutes and distant 201 feet 24 inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 138 degrees 15 minutes 200 feet 14 inches; on the south-east by a line bearing 230 degrees 16

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

*[Signature]*

*[Signature]*

*Plan H.*  
minutes 20 seconds 660 feet 5 inches to the south-western boundary of the said lot 5; on the south-west by part of that boundary bearing 318 degrees 15 minutes 50 degrees 114 inches; and on the north-west by a line bearing 50 degrees 16 minutes 20 seconds 660 feet 5 inches to the point of commencement,—and said to be in the possession of M. V. S. McWilliam and R. R. Pring.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lot 7, section H, deposited plan 712: Commencing on the south-western side of McCulloch-road at a point bearing 138 degrees 15 minutes and distant 222 feet 5 inches from the intersection of that side of that road with the south-eastern side of Cranbourne-street; and bounded thence on the north-east by the said south-western side of McCulloch-road bearing 138 degrees 15 minutes 201 feet 24 inches; on the south-east by lines bearing successively 234 degrees 26 minutes 40 seconds 145 feet 44 inches and 230 degrees 16 minutes 20 seconds 185 feet 61 inches to the south-western boundary of the said lot 7; on the south-west by part of that boundary bearing 318 degrees 15 minutes 200 feet 14 inches; and on the north-west by lines bearing successively 50 degrees 16 minutes 20 seconds 199 feet 11 inches and 54 degrees 26 minutes 40 seconds 130 feet 114 inches to the point of commencement,—and said to be in the possession of Charles F. Lamb.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of lot 2a, plan annexed to dealing D. 500,354: Commencing on the north-eastern boundary of the said lot 2a at a point bearing 138 degrees 15 minutes and distant 301 feet 24 inches from the northernmost corner of that lot; and bounded thence on the north-east by part of that boundary bearing 138 degrees 15 minutes 201 feet 24 inches; on the south-east by a line bearing 234 degrees 26 minutes 40 seconds 331 feet 114 inches to the southernmost south-western boundary of the said lot 2a; on the south-west by part of that boundary bearing 318 degrees 15 minutes 201 feet 24 inches; and on the north-west by a line bearing 54 degrees 26 minutes 40 seconds 331 feet 114 inches to the point of commencement,—and said to be in the possession of C. A. Harpur.

Also, all that piece or parcel of land 200 feet wide situate as aforesaid, being part of the land in deposited plan 1,610: Commencing on the south-western side of Clarke-street at a point bearing 138 degrees 15 minutes and distant 351 feet 114 inches from the intersection of that side of that street with the south-eastern side of Cranbourne-street; and bounded thence on the north-east by the said south-western side of Clarke-street bearing 138 degrees 15 minutes 201 feet 24 inches; on the south-east by a line bearing 234 degrees 26 minutes 40 seconds 331 feet 114 inches to the south-western boundary of the said land; on the south-west by part of that boundary bearing 318 degrees 15 minutes 201 feet 24 inches and on the north-west by a line bearing 54 degrees 26 minutes 40 seconds 331 feet 114 inches to the point of commencement,—and said to be in the possession of Matthew and Doris Fitzgerald.

And also, all that piece or parcel of land situate in the Shire of Blacktown, parish of Melville and county of Cumberland, being part of the land secondly described in De Registered Book 2,402, No. 796: Commencing on the north-eastern boundary of the said land at its intersection with the south-eastern side of William-street; and bounded thence on the north-east by part of that boundary of that land bearing 102 degrees 5 minutes 5 seconds 330 feet 41 inches; as on the north-east by a line bearing 160 degrees 41 minutes 102 seconds 558 feet to the right bank of Ropes Creek; generally on the south-east by that creek downwards to a point bearing 252 degrees 25 minutes 20 seconds and distant 18 feet 14 inches; on the south-west by a line bearing 340 degrees 41 minutes 30 seconds 347 feet to the said right bank of Ropes Creek; generally on the south-west by that creek downwards to a point bearing 340 degrees 41 minutes 50 seconds and distant 175 feet; again on the south-west by a line bearing 340 degrees 41 minutes 50 seconds 210 feet to the north-eastern boundary of the land secondly described in De Registered Book 2,402, No. 796; and again on the north by part of that boundary bearing 102 degrees 5 minutes 5 seconds 21 feet 4 inches to the point of commencement,—and said to be in the possession of Dalby Pty. Ltd. (60-17,186)

Sydney: V. C. N. Blight, Government Printer—1961

day  
at  
o'clock

Registrar-General

thus is the copy

Witness

piece or parcel of land 200 feet wide situate  
part of the land in deposited plan 1,610;  
the south-western side of Clarke-street at a  
degrees 15 minutes and distant 551 feet  
the intersection of that side of that street  
ern side of Cranbourne-street; and bounded  
th-east by the said south-western side of  
ing 138 degrees 15 minutes 201 feet 21  
th-east by a line bearing 234 degrees 21  
s 331 feet 11 1/2 inches to the south-western  
aid land; on the south-west by part of the  
318 degrees 15 minutes 201 feet 24 inches  
west by a line bearing 34 degrees 26 minutes  
11 1/2 inches to the point of commencement  
in the possession of Matthew and Doris Pitt,

*Agas west  
Plan 1.*

that piece or parcel of land situate in th  
n, parish of Melville and county of Cum  
rt of the land secondly described in Dec  
2,402, No. 796; Commencing on the north  
of the said land at its intersection with th  
of William-street; and bounded thence o  
part of that boundary of that land bearin  
minutes 5 seconds 330 feet 41 inches; agai  
by a line bearing 160 degrees 41 minutes 5  
to the right bank of Ropes Creek; gener  
east by that creek downwards to a poi  
es 25 minutes 20 seconds and distant 30  
the south-west by a line bearing 340 degre  
seconds 347 feet to the said right bank c  
erally on the south-west by that creek down  
bearing 340 degrees 41 minutes 50 secon  
et; again on the south-west by a line bea  
1 minutes 50 seconds 210 feet to the sa  
ndary of the land secondly described in Dec  
2,402, No. 796; and again on the north-ea  
boundary bearing 102 degrees 5 minutes  
inch to the point of commencement, — ar  
e possession of Dalby Pty. Ltd. (Mis  
(3765

*NVA.*

*NVA*

*Agas  
west  
Plan  
D.*

*Agas  
west  
Plan  
E.*

*Agas  
west  
Plan  
F.*

*Agas  
west  
Plan  
G.*

*Agas  
west  
Plan  
H.*

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *L. B. Kavanagh*

*Synan*

H 955008

No.:

LODCED by

State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION

*of easement for transmission line*

*based SDB as regards 974811/181 only*  
*being PLAN C*

*Passed as regards remainder*  
*20.6.1/3/63*

*Quantity assigned to 974811/181*  
*Plan C*

*Hans*

Particulars entered in Register Book,

Vol. 4811

Fol. 181

P

PARTICULARS ENTERED FINALLY  
IN ~~REGISTER~~ REGISTER  
BOOK,

VOL.	FOL.	VOL.	FOL.	VOL.	FOL.
708	28 P	4811	183 D	686	181 P
710	157	5221	57	6748	2
739	224	5939	79 P	6816	119 P
748	91	6431	151 P	7410	92
3855	82 P	6431	155	7815	106 P

the 25<sup>th</sup>  
day of *July* 1962  
at *30* minutes past 2  
o'clock in the *after* noon.

*J. J. J. J.*

Registrar-General.

Particulars entered

PS

the 9<sup>th</sup> day of April 1963,  
at 11 o'clock in forenoon

*J. J. J. J.*  
Registrar-General.

Application: **10230403**  
Your Ref: 190229

9 August 2019

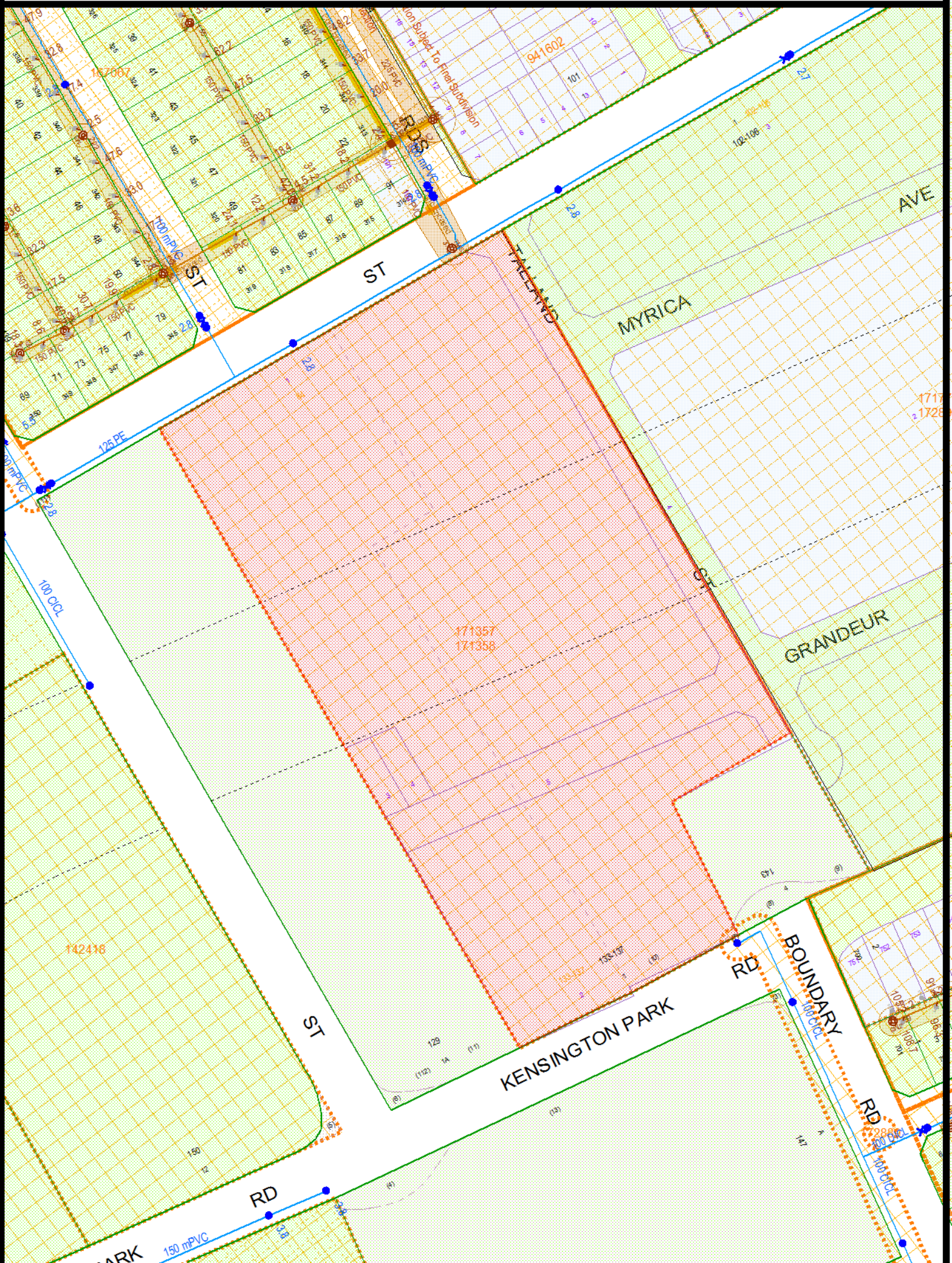
**Property details: 133-137 Kensington Park Rd RIVERSTONE NSW 2765  
LOT 1 DP 1241241**

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

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

Yours sincerely

Customer Property Services  
Customer Services



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

## Applicant Details

Your reference 190229

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2019/06791	Fee: \$53.00
Date issued	08 August 2019	Urgency fee: N/A
Receipt no.	ePay Ref 42518	

## Property information

Property ID	383262	Land ID	382093
Legal description	LOT 1 DP 1241241		
Address	133 KENSINGTON PARK ROAD RIVERSTONE NSW 2765		
County	CUMBERLAND	Parish	GIDLEY

## PLANNING CERTIFICATE (Section 10.7(2))

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

## Disclaimer

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

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

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

## Section 10.7(2)

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

---

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

#### 1.1 Environmental Planning Instrument

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

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

#### 1.2 Proposed Local Environmental Plans

Not applicable.

#### 1.3 State Environmental Planning Policies

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

#### 1.4 Proposed State Environmental Planning Policies

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 R2 Low Density Residential**

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

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

*Home occupations*

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

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

##### **4 Prohibited**

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

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

Not applicable

### **2.3 Critical habitat**

The land does not include or comprise a critical habitat.

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

## **2.4 Conservation areas**

The land is not within a conservation area.

## **2.5 Environmental Heritage**

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

## **3. Complying development**

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

## **4. Coastal protection**

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

## **5. Mine subsidence**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Contributions plans**

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

*Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts* applies to the subject land.

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

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

## **10. Biobanking agreements**

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

## **11. Bushfire prone land**

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

Clear of any bush fire prone land

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

## **12. Property vegetation plans**

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

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

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

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

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

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

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

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

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

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

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

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

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

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

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

### **19.1 Affected building notices**

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

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

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

## Attachment 1 – State Environmental Planning Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SEPP (Miscellaneous Consent Provisions) 2007**

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

**SEPP (State Significant Precincts) 2005**

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

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

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

**SEPP No. 1 - Development Standards**

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

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

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

**SEPP No. 21 - Caravan Parks**

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

**SEPP No. 30 - Intensive Agriculture**

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

**SEPP No. 32 - Urban Consolidation**

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

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

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

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

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

**SEPP No. 62 - Sustainable Aquaculture**

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

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

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

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

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

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

#### **SREP No. 30 - St Marys**

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

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

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

#### **SEPP (Western Sydney Parklands) 2009**

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

**SEPP (Western Sydney Recreation Area)**

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

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End of Certificate