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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Joseph Janak Fernando T/A Realtyclub** **28/3-9 Terminus Street, Castle Hill NSW 2154** **Email: josephjanak@hotmail.com**	**Ref: Joseph Fernando** **Mob: 0412 216 134**
vendor	**Bryce Anthony Jamie and Rochelle Suzanne Jamie** **25 Doherty Avenue, Glenhaven NSW 2156**	
vendor's solicitor	**Dona Kannangara** **6 Nambucca Street, Turramurra NSW 2074** **Email: dona.kannangara@bigpond.com**	**Phone: (02) 9440 8239** **Fax: (02) 9440 2780** **Ref: DK:20/2196**
date for completion	**Refer to Special Condition 20**	
land (address, plan details and title reference)	**Lot Crown Street, RIVERSTONE NSW 2765** **Proposed Lot in the Draft Plan of Subdivision being part of Lot Lot 80 Section 32 in Deposited Plan 1480, Auto Consol 977-91 and 2323-14**	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other: **Vacant Land**	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor

price **$**

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

balance **$**

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

buyer's agent

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

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Nominated *Electronic Lodgement Network* (ELN) (clause 30):		
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 an *GSTRW payment* (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* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

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

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

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

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

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

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

Lot 573-578 / Lot 573-578 Crown Street RIVERSTONE NSW 2765

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

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

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.

Lot 173578 / Lot 573578 Crown Street RIVERSTONE NSW 2765

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WARNINGS

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

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

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

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

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

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

Lot 573-578 / Lot 573-578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

2 Deposit and other payments before completion

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

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

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

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

Lot 573-578 / DP 1273570 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

LOT 573/578 / DP1257578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Lot 578/Lot 573-578 Crown Street RIVERSTONE NSW 2765

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*.

Lot 5 DP5778 / Lot 57 5 Crown Street RIVERSTONE NSW 2765

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

Lot 573 578 / Lot 573-578 Brown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Lot 5735-578 / Lot 5735-578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Lot 503 in 78 / Lot 1613 in 578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

Lot 5125/1015573 578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

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

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

24 Tenancies

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

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

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

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

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

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

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

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

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

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

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

Lot 5785 / Lot 5795 578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Lot 1 in 1357/DP573-578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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;

LOT 573-576 / LOT 573-576 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

Lot 5736 in DP 1273578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

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

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

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

the *party* entitled to them.

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

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

Lot 573-578 / Lot 573-578 Crown Street RIVERSTONE NSW 2765

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.*

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Lot 573-578 / Lot 573-578 Crown Street RIVERSTONE NSW 2765

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock—

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at Lot Crown Street, Riverstone NSW 2765, from **Bryce Anthony Jamie and Rochelle Suzanne Jamie**
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Bryce Anthony Jamie and Rochelle Suzanne Jamie** and am not employed in the legal practice of a solicitor acting for **Bryce Anthony Jamie and Rochelle Suzanne Jamie** nor am I a member or employee of a firm of which a Solicitor acting for **Bryce Anthony Jamie and Rochelle Suzanne Jamie** is a member or employee.

4. I have explained
to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

SPECIAL CONDITIONS

1. Condition of Property

1.1 Subject to section 52A (2) (b) of the Conveyancing Act, 1919 and the Regulations under that Act the Purchaser acknowledges and agrees that:

(a) The Purchaser purchases the Property relying entirely on its own knowledge, inspection and enquiries; and

(b) With any existing condition and state of repair and subject to all infestations and dilapidations.

1.2 The Purchaser has obtained appropriate independent advice on and is satisfied about:

(a) The Purchaser's obligations and rights under this Contract;

(b) The nature of the Property and the purposes for which the Property may be lawfully used; and

(c) The Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997.*

2. No Warranty by Vendor

2.1 Any warranties by or on behalf of the Vendor, express or implied, as to:

2.2 Any purpose for which the Property or for which any building which is or may be erected on the Property, can be used; or

2.3 The condition of the Property or any structure erected thereon or to be erected thereon,

are hereby expressly negatived.

3. Claims, Objections, Requisitions, Rescission

3.1 The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of any of the following matters:

(a) The presence on the Property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any service;

(b) Any roof and/or yard altered drainage or pipe being connected to the sewer;

(c) Whether any easement for support have or have not been granted in respect of any wall (including a party wall);

(d) Any boundary that is not fenced or any fences which are not on the correct boundary or the existence of any fencing arrangements that may or may not exist between the Vendor and adjoining landowners;

(e) Any breach of the law in relation to the Property or any structure on the Property; or

(f) The legality or otherwise of the existing use of the Property.

4. Death, Bankruptcy, Liquidation, Insolvency

4.1 Without in any manner restricting any of the Vendor's or Purchaser's other rights or remedies (not being otherwise in default under this Contract), should either party:

(a) Being an individual, die or become incapable because of unsoundness of mind to manage his or her own affairs, then either party can rescind this agreement by notice in writing served on the other party's solicitor named in this Contract;

(b) Be declared a bankrupt or enter into any scheme or make any assignment for the benefit of creditors, then either party may rescind this Contract by notice in writing served on the other party's solicitor named in this Contract; or

(c) Being a company, resolves to go into liquidation, has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation, enters into any scheme of arrangement with its creditors under the Corporations Law or any similar legislation, or has a liquidator, provisional liquidator, receiver and manager, or official manager of it appointed, then either party may rescind the Contract by notice in writing served on the other party's solicitor named in this Contract.

5. Agent

The Purchaser hereby represents and warrants that he has not been introduced to the Property by an agent employed by or on behalf of the Vendor in connection with this purchase other than the agent (if any) named in this agreement. Any remedy available to the Vendor as a result of any breach of such representation and warranty shall not merge on completion.

6. Notice to Complete

6.1 If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

6.2 The Purchaser agrees to pay as an adjustment on settlement the sum of $330.00 (GST inclusive) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the Purchaser.

7. Interest for Late Completion

If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money an amount calculated at 10% per annum interest on the balance of purchase money, computed at a daily rate upon the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss. It is agreed any amount payable to the Vendor under this clause shall be paid on completion.

8. Entire Agreement

The Purchaser acknowledges and warrants that in entering into this agreement he has not relied on any warranty or representation except those expressly set out in this agreement and that this agreement is not interdependent with or collateral to any other agreement. The existence of any such implication or collateral or other agreement is hereby expressly negatived.

9. Payment of Deposit

In the event:

(a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

(b) The Purchaser has paid a deposit of less than the per centum (10%) of the purchase price; and

(c) The Vendor terminates this Contract,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This special condition shall not merge upon completion of this Contract.

10. Section 10.7 Environmental Planning & Assessment Act, 1979

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP28 AND SEPP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 10.7 certificate may be inaccurate in respect of those matters. The Vendor makes no warranties in regard to this and the Purchaser shall not be entitled to make any objection requisition or claim for compensation in respect thereto.

11. Certain provisions apply after completion

The provisions of this Contract intended to have application after completion continue to apply despite completion

12. Section 10.7 Environmental Planning & Assessment Act, 1979

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP28 AND SEPP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 10.7 certificate may be inaccurate in respect of those matters. The Vendor makes no warranties in regard to this and the Purchaser shall not be entitled to make any objection requisition or claim for compensation in respect thereto.

13. Certain provisions apply after completion

The provisions of this Contract intended to have application after completion continue to apply despite completion.

14. GST

For the purposes of this Contract for Sale of Land all the amounts payable, or other consideration for a supply are expressed as being inclusive of GST, if any and the amount of consideration will not be increased for any GST payable on that supply.

15. Inconsistency

Where these special conditions are inconsistent with the printed form of the Contract these special conditions shall prevail.

16. Interpretation

In the interpretation and construction of this agreement, where the context so permits, the following shall apply:

(a) All headings contained in this agreement are purely for guidance and are not intended to and do notform part of substance of the agreement;

(b) A reference to the singular number includes a reference to the plural number and vice versa;

(c) A reference to any gender includes reference to all genders.

17. Guarantee (only if Corporate Purchaser)

In consideration of the Vendor at the request and direction of:

_____(name) of

_____(address) AND

_____ (name) of

_____ (address)

("Guarantors") agreeing to enter into this agreement with the Purchaser, the Guarantors hereby jointly and severally guarantee to the Vendor:

(a) The due and punctual payment to the Vendor of all monies due hereunder;

(b) The punctual performance and observance by the Purchaser of the provisions contained in or implied under this Contract on the part of the Purchaser to be respectively paid, observed and performed; and

(c) To be liable for and to indemnify and keep indemnified the Vendor from and against all actions, suits, claims, demands and losses which the Vendor may incur or be liable for as a result of any default, act or remission on the part of the Purchaser under and pursuant to the provisions of this Contract.

18. The printed terms of this Contract are varied as follows:

(a) The definition of *"settlement cheque"* is deleted and replaced with "a *cheque* drawn on its own funds by a *bank* that carries on business in Australia and made payable to the person to be paid or if authorised by the Vendor's *solicitor* some other *cheque".*

(b) The words "plus another 20% of that fee" are deleted from clause 16.5.

(c) Clause 16.8 is deleted and replaced with "If the vendor requires more than 5 settlement cheques, the vendor must pay $nil for each extra cheque".

19. Requisitions on Title

For the purposes of clause 5 of the printed conditions of the Contract the Vendor shall have complied with its obligations if it furnishes to the Purchaser replies to the enclosed standard requisitions on title.

20. Registration

20.1 Completion of this Contract is subject to and conditional on the Vendor obtaining registration of the plan of subdivision and an 88B instrument (if applicable) at the NSW Land Registry Services substantially in the form of the draft plan attached and the draft 88B instrument (if applicable) attached to this Contract as Annexure A ("Draft Plan") ("Registration") by **30 June 2021** (**"Sunset Date**").

20.2 Following Registration, the Vendor's solicitor will serve upon the Purchaser (or the Purchaser 's solicitor) notification of Registration.

20.3 If Registration has not taken place on or before the Sunset Date, then prior to Registration, subject to the provisions of Division 10 of the *Conveyancing Act 1919* (*as amended*) either party may rescind this Contract by serving notice on the other and the provisions of clause 19 will apply.

20.4 Date for completion means the date with is the later of;

(a) 21 days after the day on which the Purchaser is notified of Registration; and

(b) 42 days after the date of this Contract.

20.5 The Vendor may extend the Sunset Date by the period of delay in Registration by serving a notice on the Purchaser specifying the extension of the Sunset Date where Registration has not been effected as a result of:

(a) inclement weather or resulting conditions;

(b) any civil commotion, combination of workmen strikes of lock-outs;

(c) any delay by Council, NSW Land Registry Services or any relevant Authority in the approval or registration of any plans or documents contemplated under this Contract; or

(d) any matter or thing beyond the control of the Vendor,

provided that the **Sunset Date may not be extended by more than 6 months in total**.

20.6 The Vendor undertakes to use all reasonable endeavours and do all such things and execute all such documents reasonably required to obtain Registration prior to the Sunset Date.

20.7 The Vendor discloses that:

(a) As at the date of this Contract, the boundaries of the Property may not have been accurately defined or determined and the Draft Plan is subject to final survey;

(b) The number or configuration shown in the Draft Plan of subdivision may vary from the number or configuration shown in the Draft Plan;

(c) The boundaries of the lots in the plan of subdivision may vary from the boundaries shown in the Draft Plan;

(d) The Vendor may be required to make amendments to the plan of subdivision to comply with conditions of consent imposed in the development approval and requirements of any authority.

20.8 The Vendor reserves the right to make such alterations and amendments to the Draft Plan which it deems necessary or desirable or as many be required by the Council or the NSW Land Registry Services or any other relevant Authority including the creation of any instrument to obtain registration Subjection to the provisions of Division 10 of the *Conveyancing Act 1919* (as amended), the Purchaser will not be entitled to make any requisition on account of any alterations, amendments, variations or discrepancies between the Draft Plan and the plan of subdivision (and any 88B instrument) registered at the NSW Land Registry Services including but not limited to:

(a) Any variation or discrepancy in the size of the Property if the size is of the Property is decreased by more than 5%; and/or

(b) Any variation or discrepancy between the shape, size, position or dimensions of the lots in the plan of subdivision (other than the Property); and/or

(c) Any alteration of lot numbers (including the lot number of the Property) or in the total number of lots; and/or

(d) Any other variation or discrepancy,

unless the Property is detrimentally affected to a substantial extent or prevents construction in which case the Purchaser will have a right to rescind this Contract and the provisions of clause 19 shall apply.

21. Adjustments on completion

21.1 **Council Rates:** If, at completion, a separate assessment for council rates in respect

of the Property for the year current has not been issued, the Vendor must pay the

actual separate assessment if and when it issues. On completion, the Purchaser must adjust the amount of **$1,000.00** per annum and no regard is to be had to the actual separate assessment if and when it issues.

21.2 **Water rates:** If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current 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 **$200.00** per quarter and no regard is to be had to the actual separate assessment if and when it issues.

21.3 **Land tax:** On completion, the Purchaser must pay to the Vendor the amount of **$1,000.00** as a land tax adjustment in the Vendor's favour in the settlement figures.

21.4 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.

21.5 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.

22. Delayed Settlement

22.1 If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the vendor on settlement a sum of $110 for each instance.

23. Purchaser's caveat and priority notice

23.1 The purchaser must not lodge a caveat or priority notice for registration in respect of the title to the Land prior to Completion.

24. Diagram from Water Authority

24.1 The purchaser acknowledges that a diagram from the Water Authority indicating the location of the sewer main in relation to the *property* is not available in the ordinary course of administration in terms of Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2077* (NSW).

24.2 The Developer Contract Plan shows the approximate location of the proposed sewer and water mains within the subdivision of which the *property* forms part.

24.3 The purchaser:

(a) must make its own enquiries and verify the final location of the sewer and water
mains; and

(b) may not make any *requisition* or claim or delay completion or *rescind* or *terminate* because of the final location of the sewer and water mains.

25 Retaining walls

25.1 The vendor discloses that the *property* may include a retaining wall or retaining walls.

25.2 The purchaser must make and rely on its own enquiries with respect to any retaining wall and its footings on the property.

25.3 The purchaser may not make any requisition or claim whatsoever or delay completion or rescind or terminate this contract because of the existence or non-existence of any retaining wall, including but not limited to, if there is a retaining wall, its position, specification and footings.

26 Fencing

26.1 The purchaser accepts any fencing on or around *the* property in its condition at completion.

26.2 The vendor does not warrant that any boundary fences on the property align with, or are erected on, the boundary lines of the property, or that there is no encroachment onto the property.

26.3 The purchaser must not require the vendor to contribute to the cost of any dividing fence between the *property* and any adjoining land owned by the vendor.

26.4 The purchaser may not make any requisition or claim whatsoever or delay completion or rescind or terminate this contract in relation to any matter referred to in this contract.

27 Obligation

From completion of this contract until the commencement of building works for a residence on the property the purchaser must:

(a) keep the property in a clean and tidy condition;

(b) not deposit any rubbish or debris or permit any rubbish or debris to be placed on the property,

(c) not park or store any motor vehicle, caravan or trailer on the property;

(d) not build any shed or garage on the *property* unless constructed at the same time as the residence; and

(e) not reside or camp out on the *property* in any improvement or temporary accommodation other than in the constructed residential dwelling.

28 Vendor Disclosure

(a) The vendor discloses that a subdivision Order has been made pursuant to Clause 3 of Schedule 5 to the *Environment Planning Act* declaring the subject property as subdivision land.

(b) Pursuant to the said Order. Landcom (t/a Urban Growth NSW) has been appointed as the relevant authority to subdivide the land.

(c) The vendor has entered into a Voluntary Contribution Agreement with Urban Growth to make a contribution towards the cost of subdivision work and development plan costs.

(d) The vendor has paid the required contribution in full.

.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

1. Possession and tenancies

1.1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.

2. Title

2.1. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

2.2. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.

2.3. When and where may the title documents be inspected?

3. Adjustments

3.1. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.

3.2. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?

4. Survey and building

4.1. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.

4.2. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

5. Affectations

5.1. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

5.2. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the property?

5.3. Has the vendor any notice or knowledge that the property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the property?

5.4. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

6. Requisitions and transfer

6.1. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Bryce Anthony Jamie and Rochelle Suzanne Jamie
PROPERTY	Proposed Lot Crown Street, Riverstone

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☑ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☑ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☑ No ☐ Yes **If Yes, please specify scheme type:** community

DETAILS					
Completion	SC20		**Refer to clause(s):**	Special Condition 20	
Is there a sunset date?	☐ No ☑ Yes	**Can this date be extended?**	☐ No ☑ Yes	**Refer to clause(s):**	Special conditions 20.1 & 20.5
Does the purchaser pay anything more if they do not complete on time?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Late penalty interest in accordance with special condition 7		
Has development approval been obtained?	☐ No ☑ Yes	Development Approval No:	SPP-17-00001		
Has a principal certifying authority been appointed?	☐ No ☑ Yes	Provide details:	Blacktown City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Special Condition 20.3		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

- ☑ draft plan
- ☑ s88B instrument proposed to be lodged with draft plan
- ☐ proposed schedule of finishes
- ☐ draft strata by-laws
- ☐ draft strata development contract
- ☐ draft community/precinct/neighbourhood/ management statement
- ☐ draft community/precinct/neighbourhood/ development contract
- ☐ draft strata management statement
- ☐ draft building management statement

BOX 984A
(AM941424)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
AUTO CONSOL 977-91	
EDITION	DATE OF ISSUE
4	7/12/2017
CERTIFICATE AUTHENTICATION CODE	
ZTZZ-5Z-YSY9	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

REGISTRAR GENERAL · NEW SOUTH WALES ·

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT RIVERSTONE.
LOCAL GOVERNMENT AREA: BLACKTOWN.
PARISH OF ST MATTHEW COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1480

FIRST SCHEDULE

BRYCE ANTHONY JAMIE
ROCHELLE SUZANNE JAMIE
AS JOINT TENANTS (T AM874715)

SECOND SCHEDULE
---
1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. AK937116 SUBDIVISION ORDER PURSUANT TO CLAUSE 3, SCHEDULE 5 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
3. AM941424 VOLUNTARY CONTRIBUTION AGREEMENT PURSUANT TO CLAUSES 17(2) AND 17(3) SCHEDULE 5 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

SCHEDULE OF PARCELS

LOTS 81-82 SEC. 32 IN DP1480.

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT FOLIO OF THE REGISTER

BOX 984A
(AM941424)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
80/32/1480	
EDITION	DATE OF ISSUE
6	7/12/2017
CERTIFICATE AUTHENTICATION CODE	
Q2MD-LM-KQNJ	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

LAND

LOT 80 OF SECTION 32 IN DEPOSITED PLAN 1480
LOCAL GOVERNMENT AREA: BLACKTOWN.
PARISH OF ST MATTHEW COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1480

FIRST SCHEDULE

BRYCE ANTHONY JAMIE
ROCHELLE SUZANNE JAMIE
AS JOINT TENANTS (T AM874715)

SECOND SCHEDULE
---
1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. AK937116 SUBDIVISION ORDER PURSUANT TO CLAUSE 3, SCHEDULE 5 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
3. AM941424 VOLUNTARY CONTRIBUTION AGREEMENT PURSUANT TO CLAUSES 17(2) AND 17(3) SCHEDULE 5 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT FOLIO OF THE REGISTER

BOX 984A
(AM941424)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE	
AUTO CONSOL 2323-14	
EDITION	DATE OF ISSUE
4	7/12/2017
CERTIFICATE AUTHENTICATION CODE	
VMZC-NF-V5ZQ	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL

REGISTRAR GENERAL · NEW SOUTH WALES

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA: BLACKTOWN.
PARISH OF ST MATTHEW COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP1480

FIRST SCHEDULE

BRYCE ANTHONY JAMIE
ROCHELLE SUZANNE JAMIE
AS JOINT TENANTS (T AM874715)

SECOND SCHEDULE
---
1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. F622371 EASEMENT AFFECTING THE PART OF LOTS 83, 84 & 85 WITHIN DESCRIBED SHOWN SO BURDENED IN VOL 2323 FOL 14
O631648 EASEMENT VESTED IN PROSPECT ELECTRICITY
3. AK937116 SUBDIVISION ORDER PURSUANT TO CLAUSE 3, SCHEDULE 5 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
4. AM941424 VOLUNTARY CONTRIBUTION AGREEMENT PURSUANT TO CLAUSES 17(2) AND 17(3) SCHEDULE 5 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

SCHEDULE OF PARCELS

LOTS 83-85 SEC. 32 IN DP1480.

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT FOLIO OF THE REGISTER

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MATTHEW CO CUMBERLAND

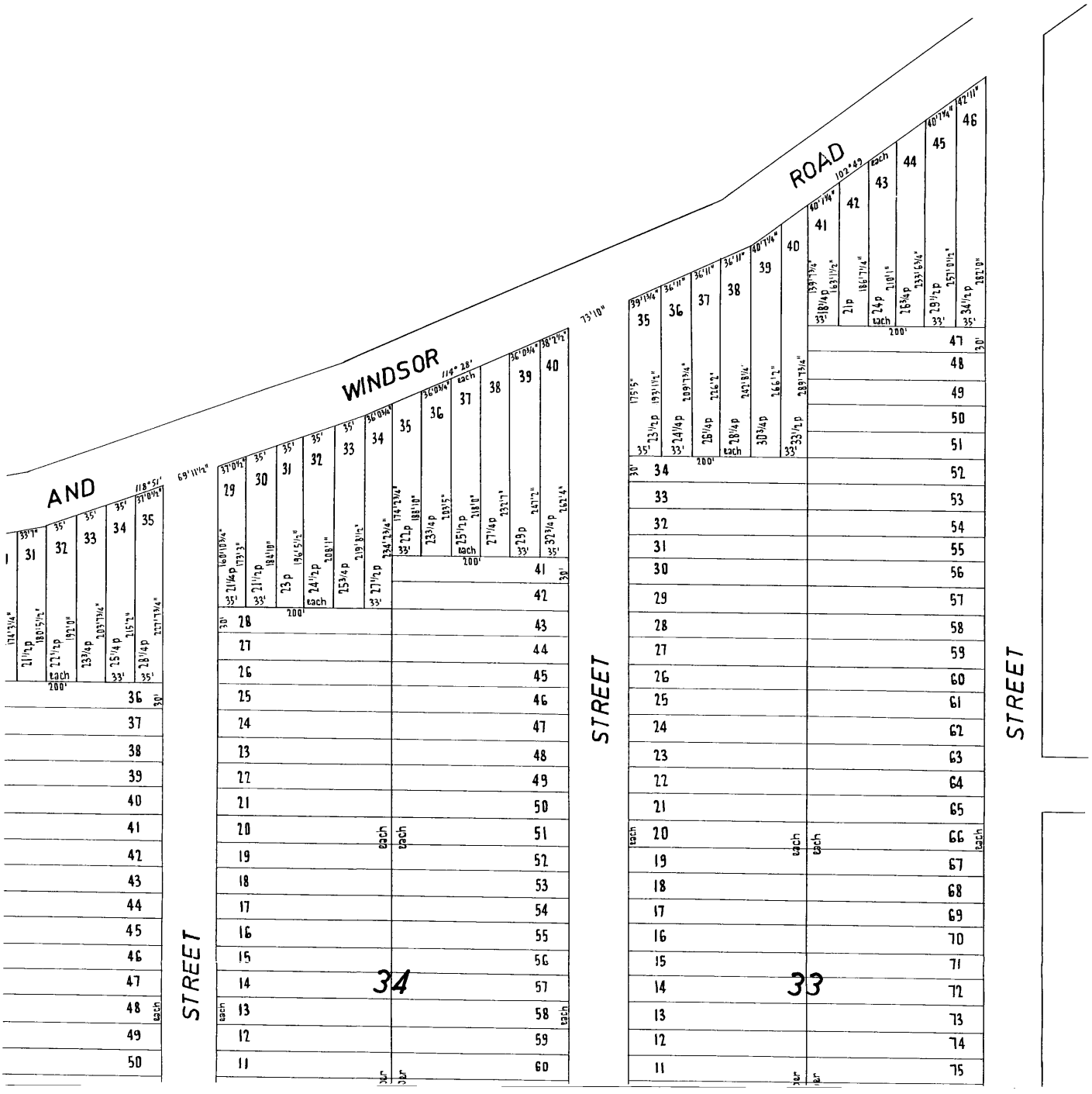
le 100 Feet to one inch

'Y OF BLACKTOWN

D.P 1480 Ⓔ

SHEET 1

SHEET 1 OF 7 SHEETS



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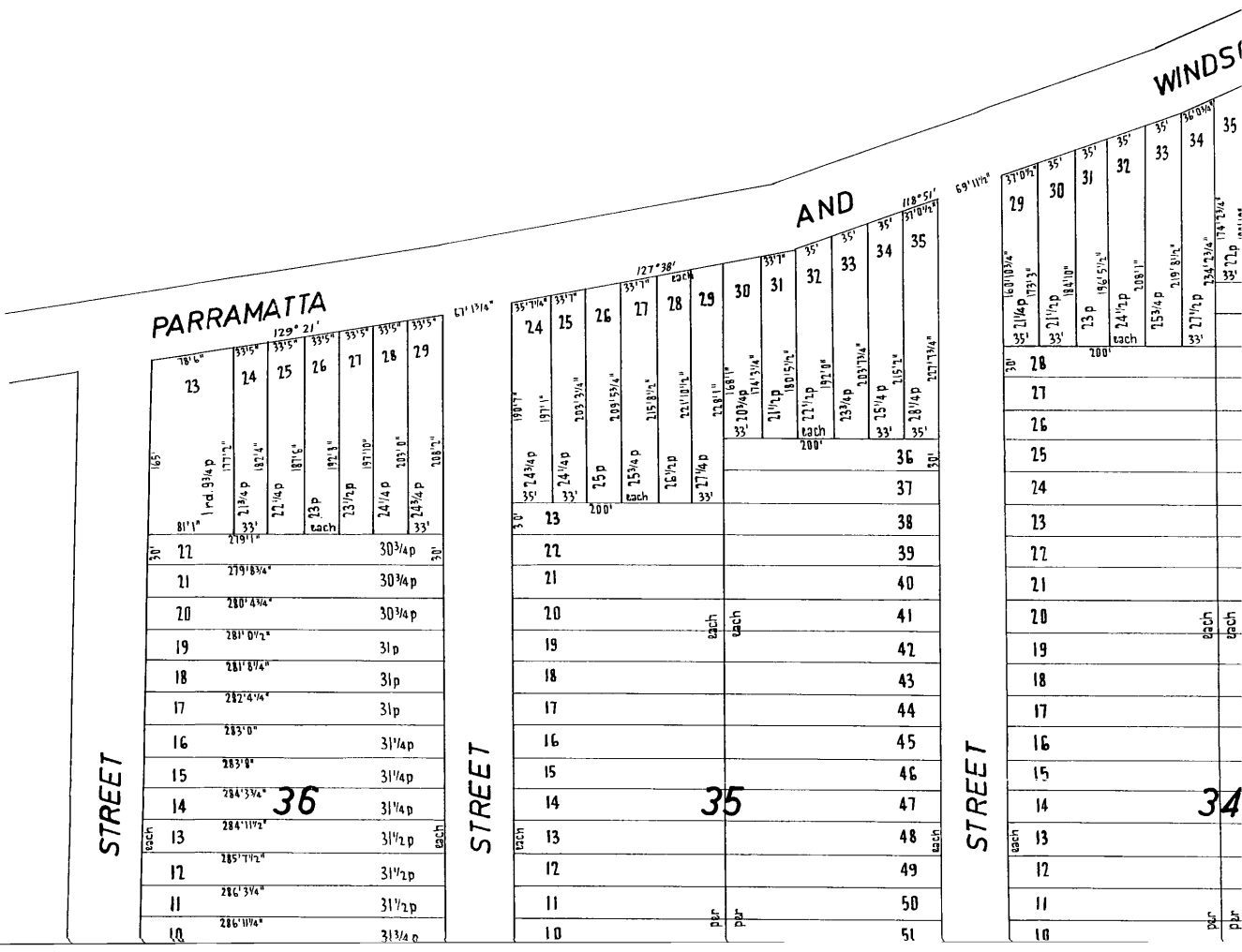
DP 1480 (E) SHEET 1 OF 7 SHEETS

PH ST MATTHEW CO CUMBERL

Scale 100 Feet to one inch

CITY OF BLACKTOWN



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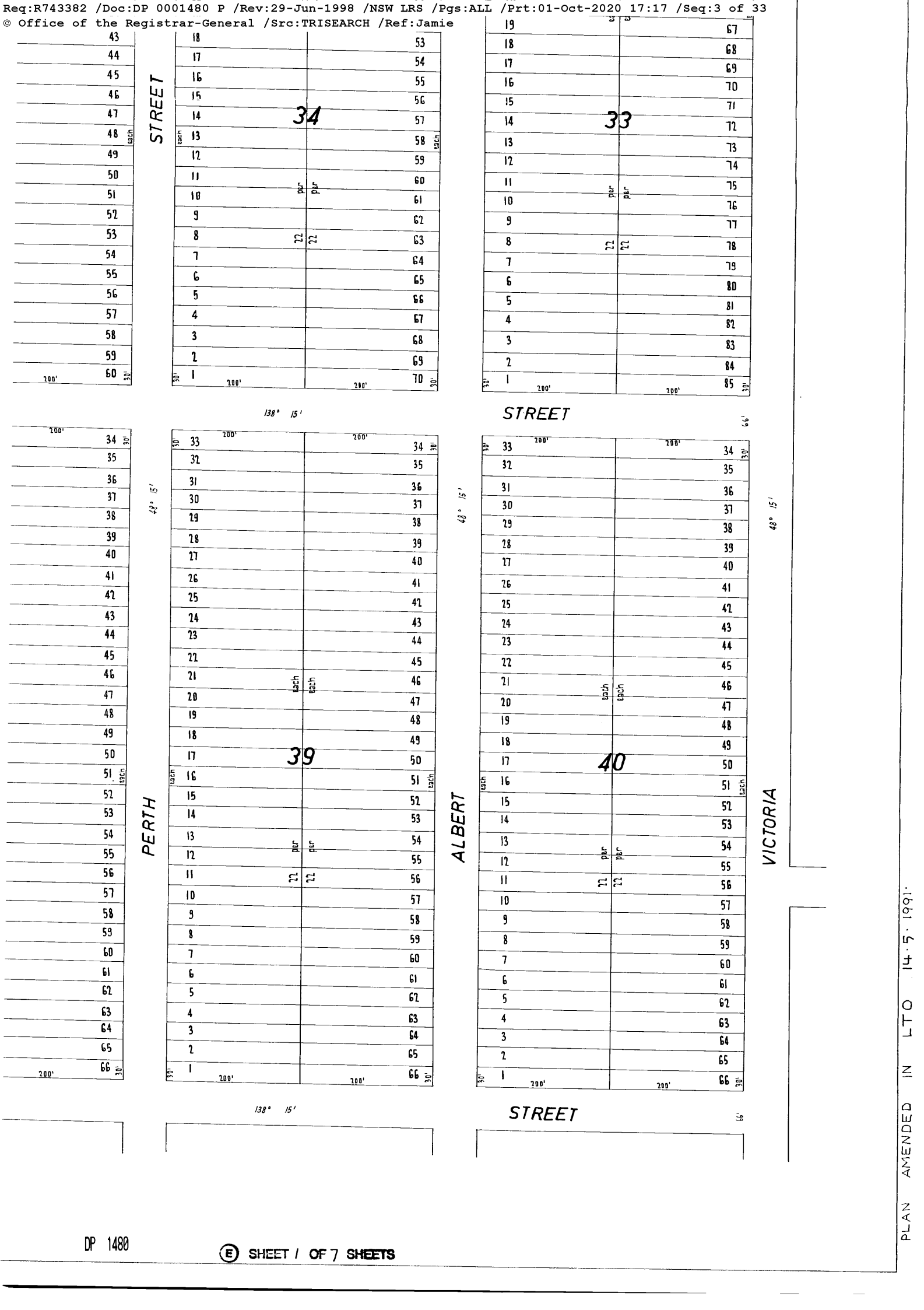

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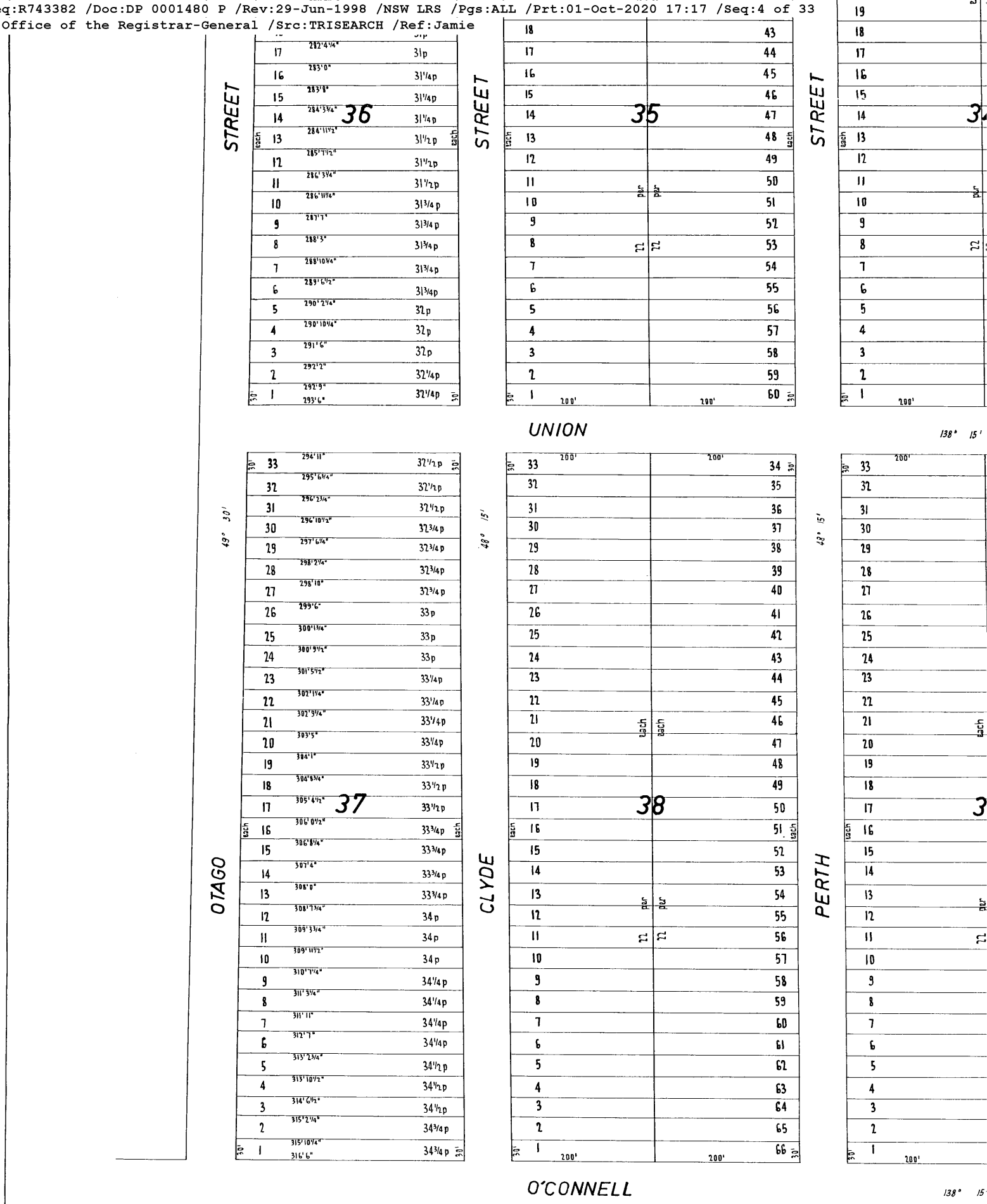

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Exd. C 26.2.64

DP 1480

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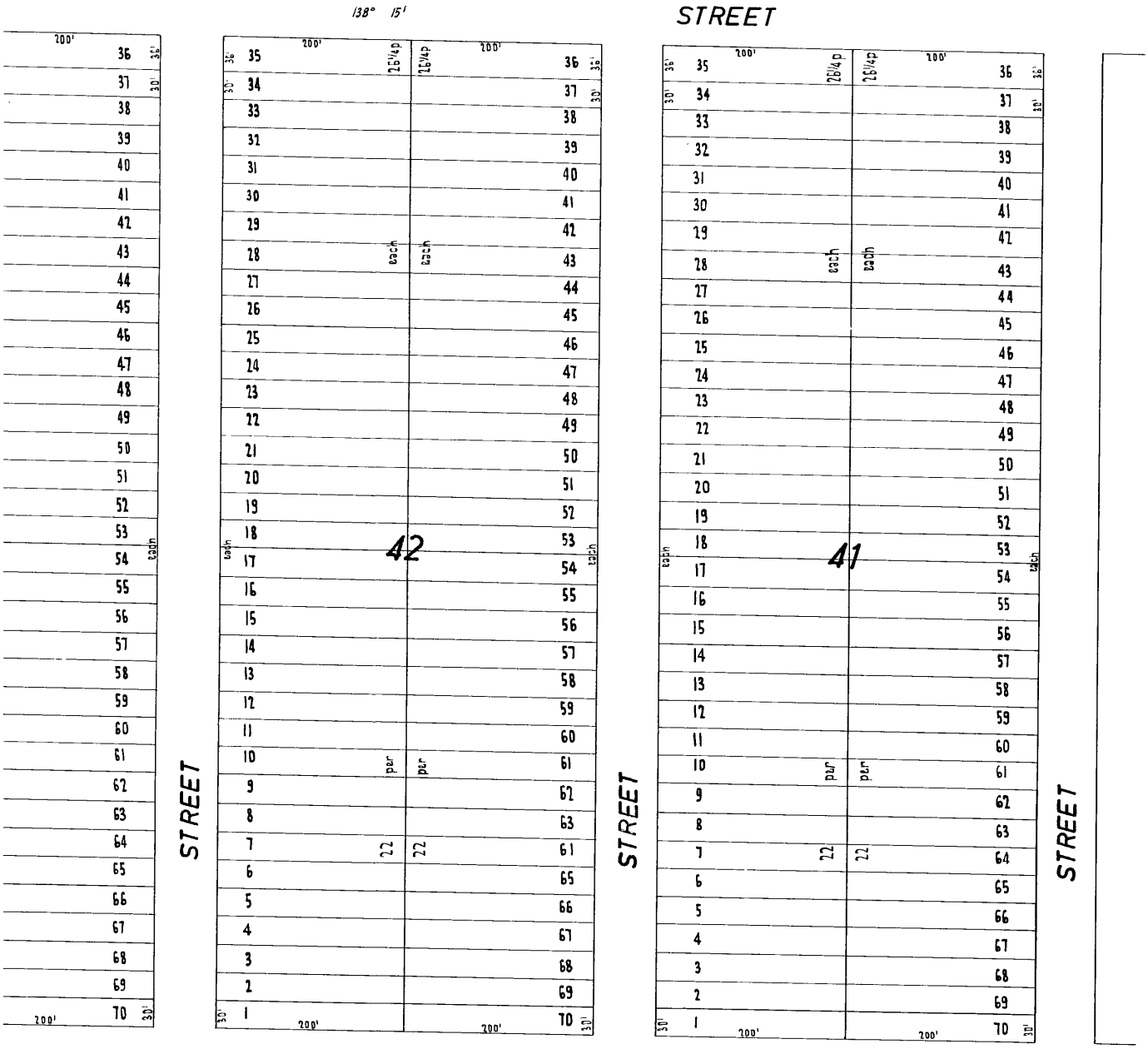

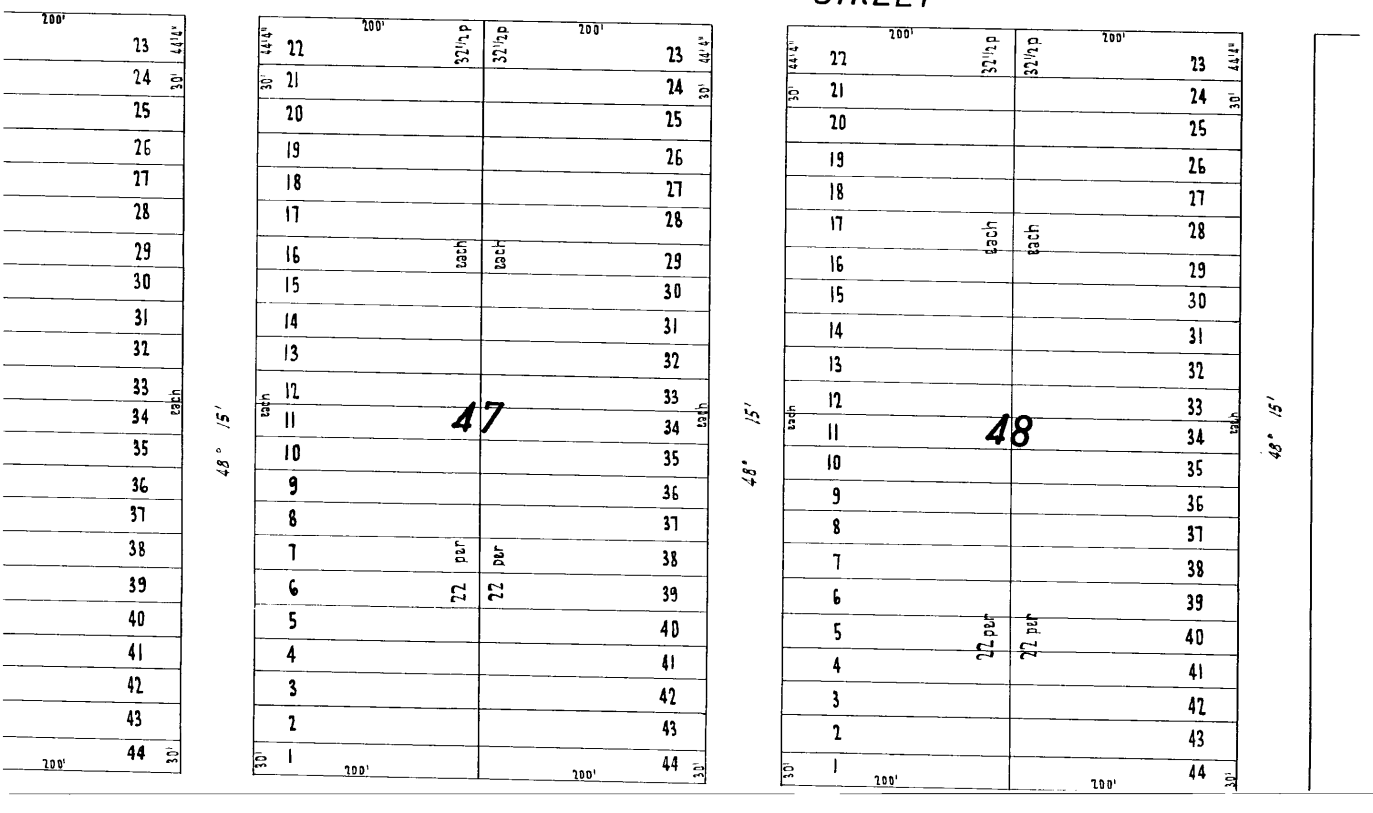

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O'CONNELL

HAMILTON

STREET

STREET

STREET

138° 45'

48° 15'

48° 15'

44

43

45

46

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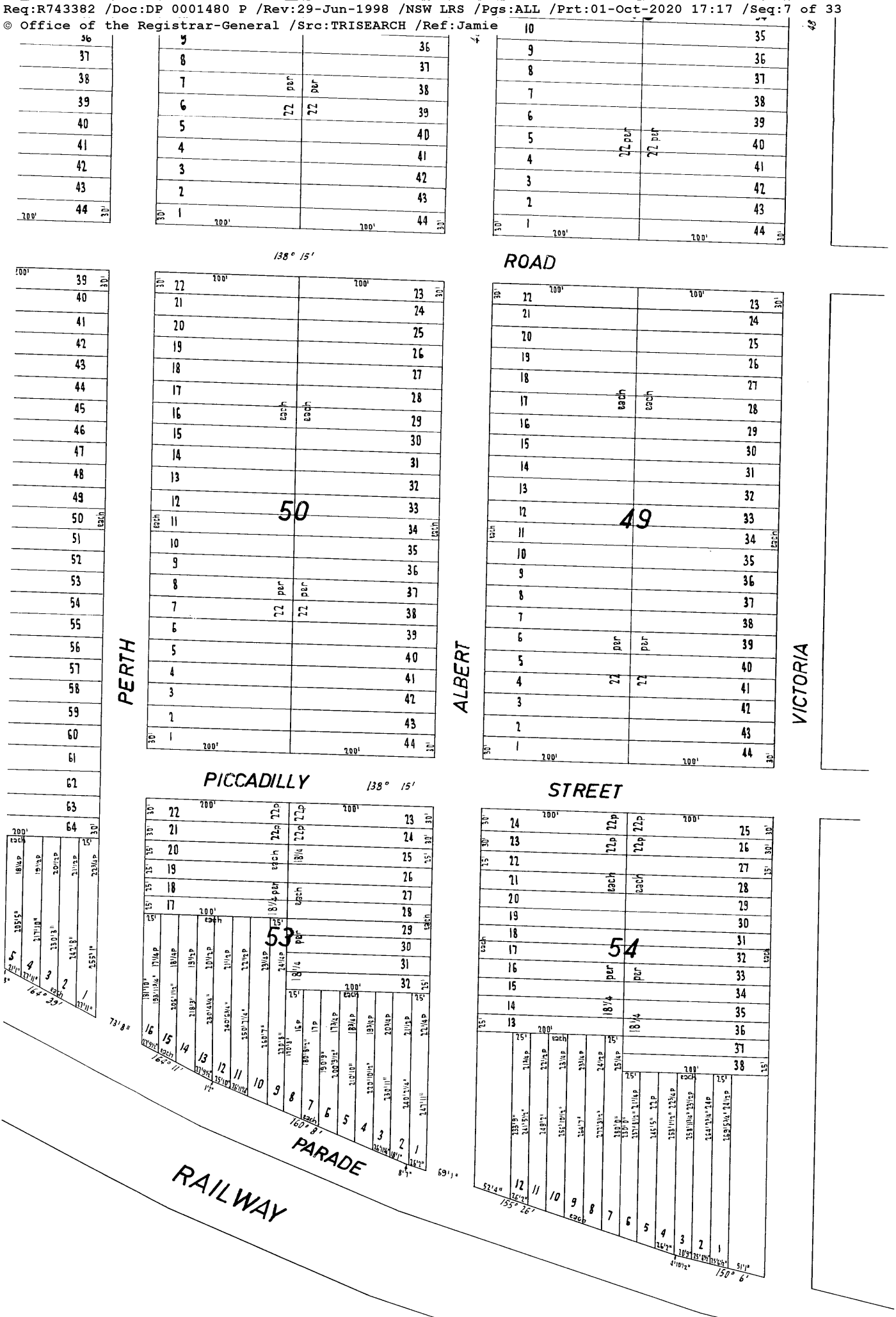

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BRISBANE

OTAGO

CLYDE

PERTH

RIVERSTONE

WINDSOR

&

RICHMOND

52

51

PH ST MATTHEW CO CUMBERLAND

Scale 100 Feet to one inch

Prepd. M.F 21.2.64

Exd. R 26.2.64

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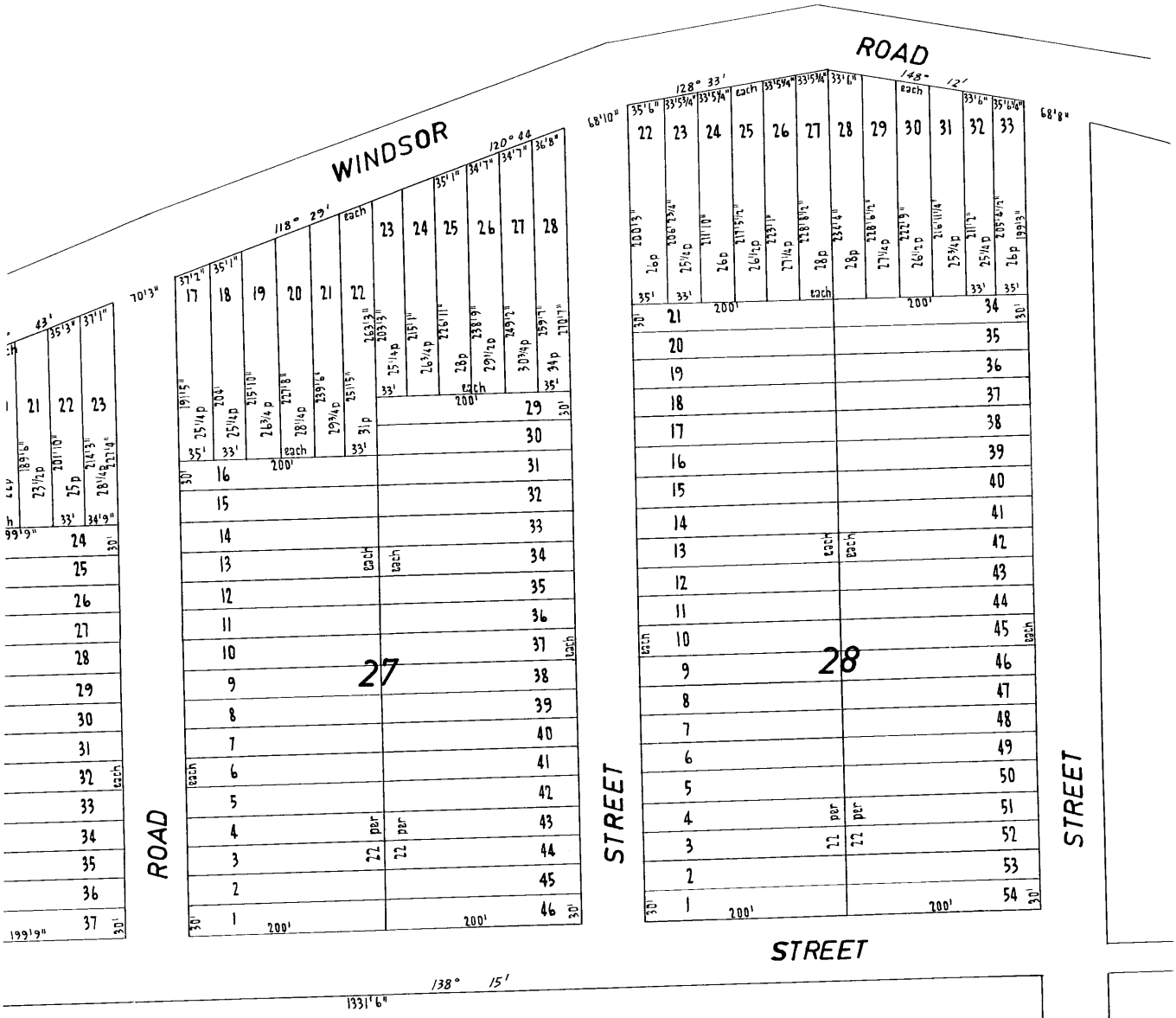
THEW CO CUMBERLAND

) Feet to one inch

DP 1480 ©

SHEET 3

SHEET 3 OF 7 SHEETS



55

GRANTHAM FARM

39ac. 2r. 18per.

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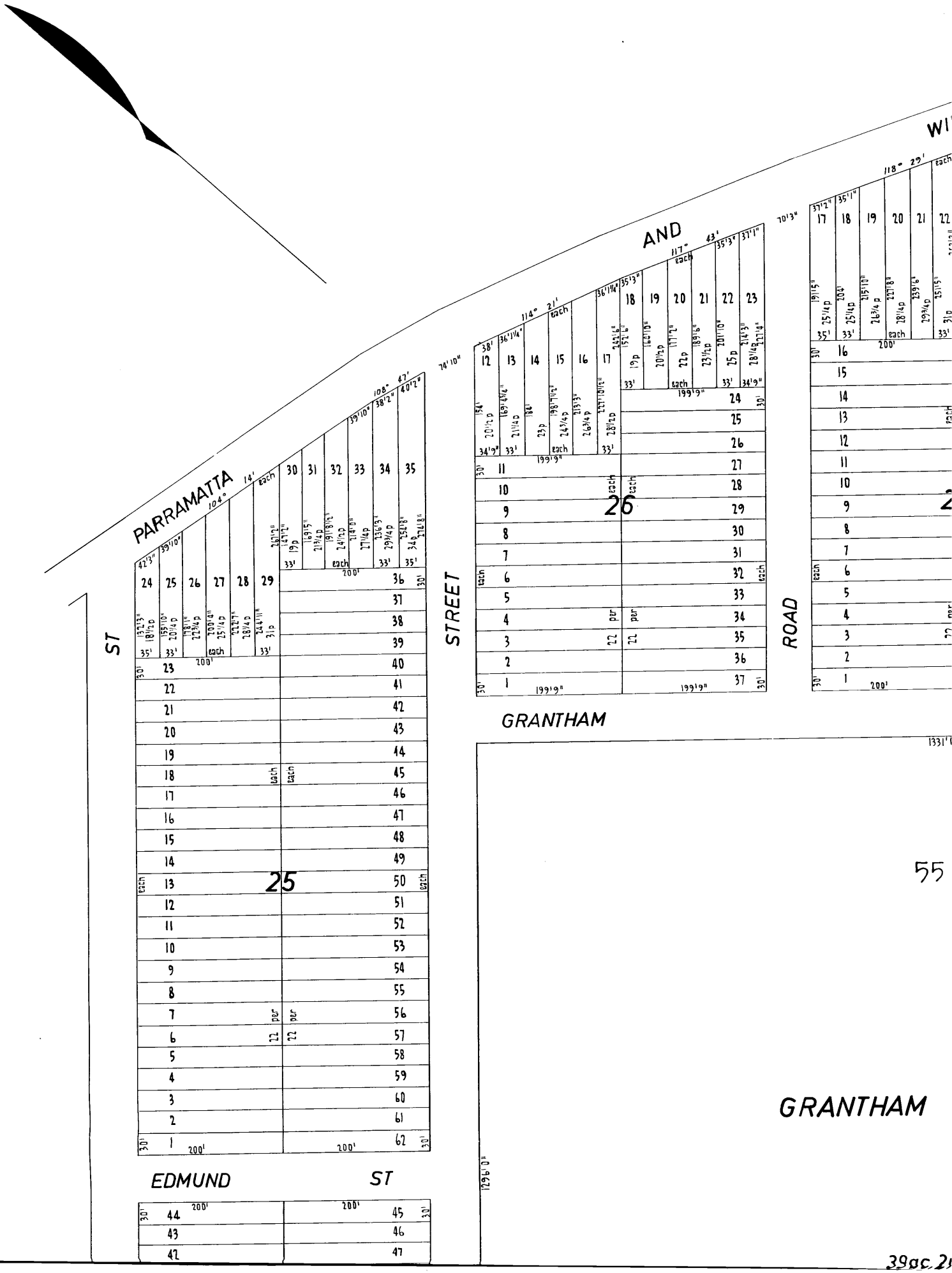
Scale 100 Feet to one inch



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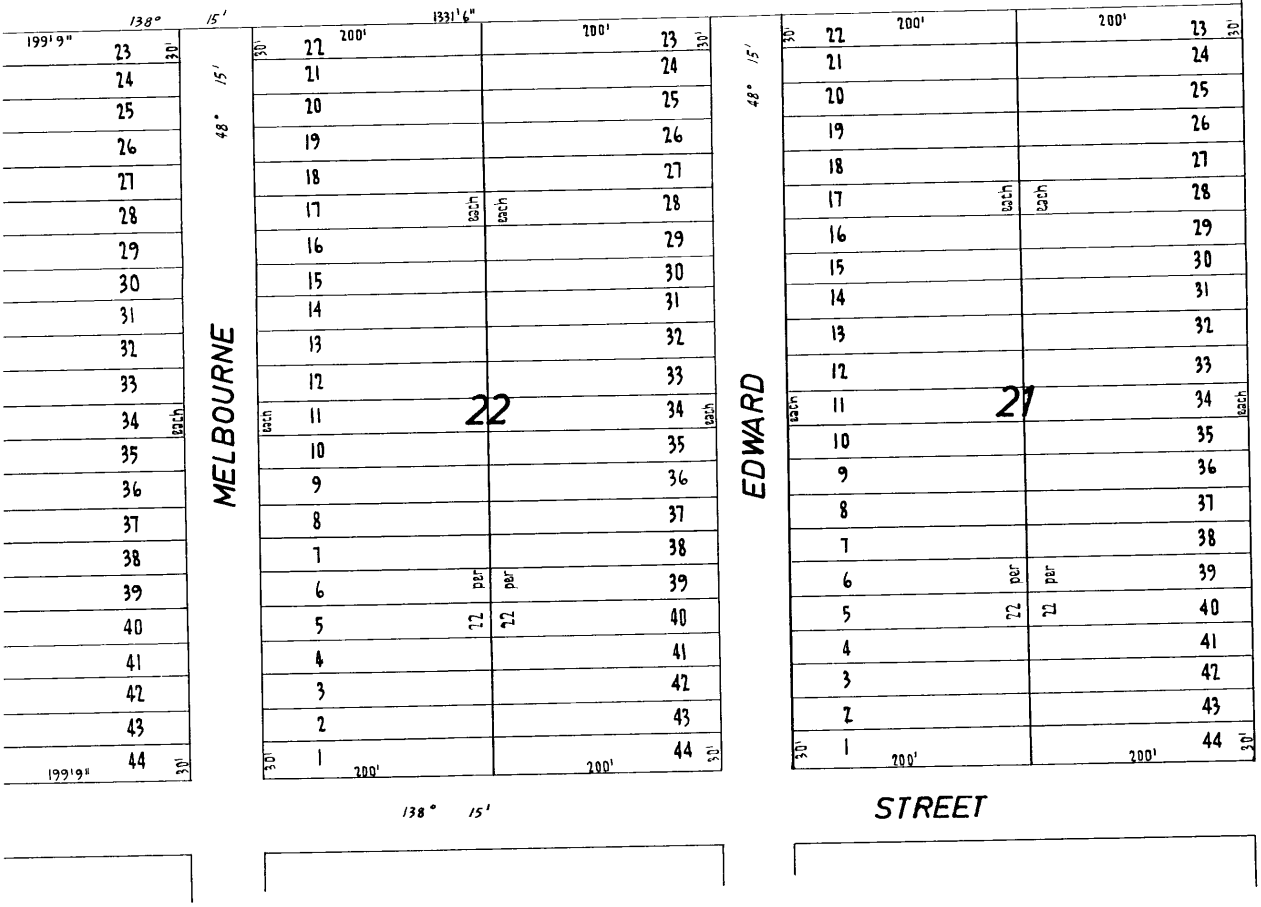
GRANTHAM FARM

39ac. 2r. 18per.



DP 1480 (E) SHEET 3 OF 7 SHEETS

DIAGRAM SHEET 2

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GRANTHAM

39ac.

EDMUND ST

VICTORIA

PRINCES

MELBOURNE

WILLIAM

24

23

Prepd. M.F. 21.2.64
Ered. Q 28.2.64

DP 1480 (E) SHEET 3 OF 7 SHEETS

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)0 Feet to one inch

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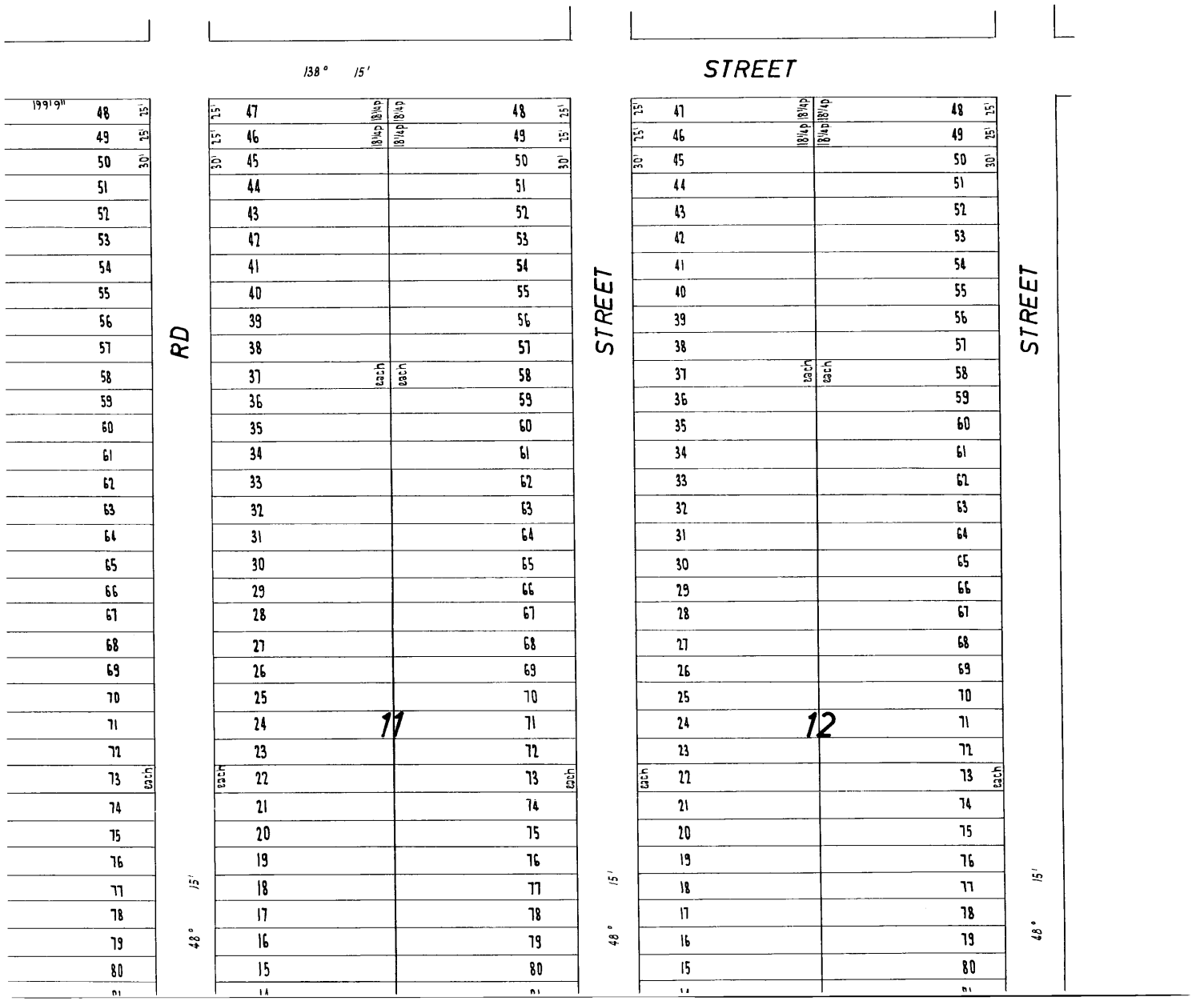
SHEET 4/7



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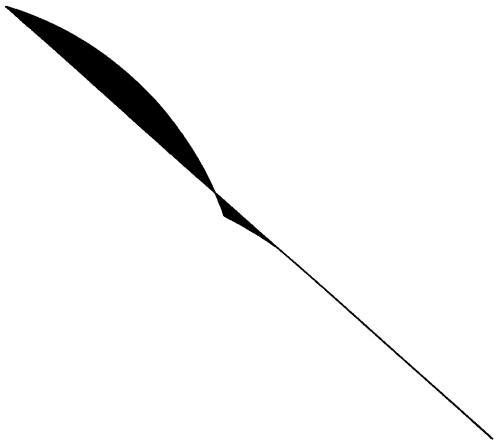
Scale 100 Feet to one inch



WILLIAM

STREET

15'	47	200'	18¼p	18¼p	200'	48	15'
15'	46			18¼p		49	15'
30'	45					50	30'
	44					51	
	43					52	
	42					53	
	41					54	
	40					55	
	39					56	
	38					57	
	37	each		each		58	
	36					59	
	35					60	
	34					61	
	33					62	
	32					63	
	31					64	
	30					65	
	29					66	
	28					67	
	27					68	
	26					69	
	25					70	
	24		9			71	
	23					72	
each	22					73	each
	21					74	
	20					75	
	19					76	
	18					77	
	17					78	
	16					79	
	15					80	

48° 15'

STREET

15'	47	199'9"	18¼p	18¼p	199'9"	48	15'
15'	46			18¼p		49	15'
30'	45					50	30'
	44					51	
	43					52	
	42					53	
	41					54	
	40					55	
	39					56	
	38					57	
	37	each		each		58	
	36					59	
	35					60	
	34					61	
	33					62	
	32					63	
	31					64	
	30					65	
	29					66	
	28					67	
	27					68	
	26					69	
	25					70	
	24		10			71	
	23					72	
each	22					73	each
	21					74	
	20					75	
	19					76	
	18					77	
	17					78	
	16					79	
	15					80	

48° 15'

RD

138°

15'	47		15'
15'	46		15'
30'	45		30'
	44		
	43		
	42		
	41		
	40		
	39		
	38		
	37		
each	36		
	35		
	34		
	33		
	32		
	31		
	30		
	29		
	28		
	27		
	26		
	25		
	24		
	23		
each	22		
	21		
	20		
	19		
	18		
	17		
	16		
	15		

48° 15'

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:15 of 33
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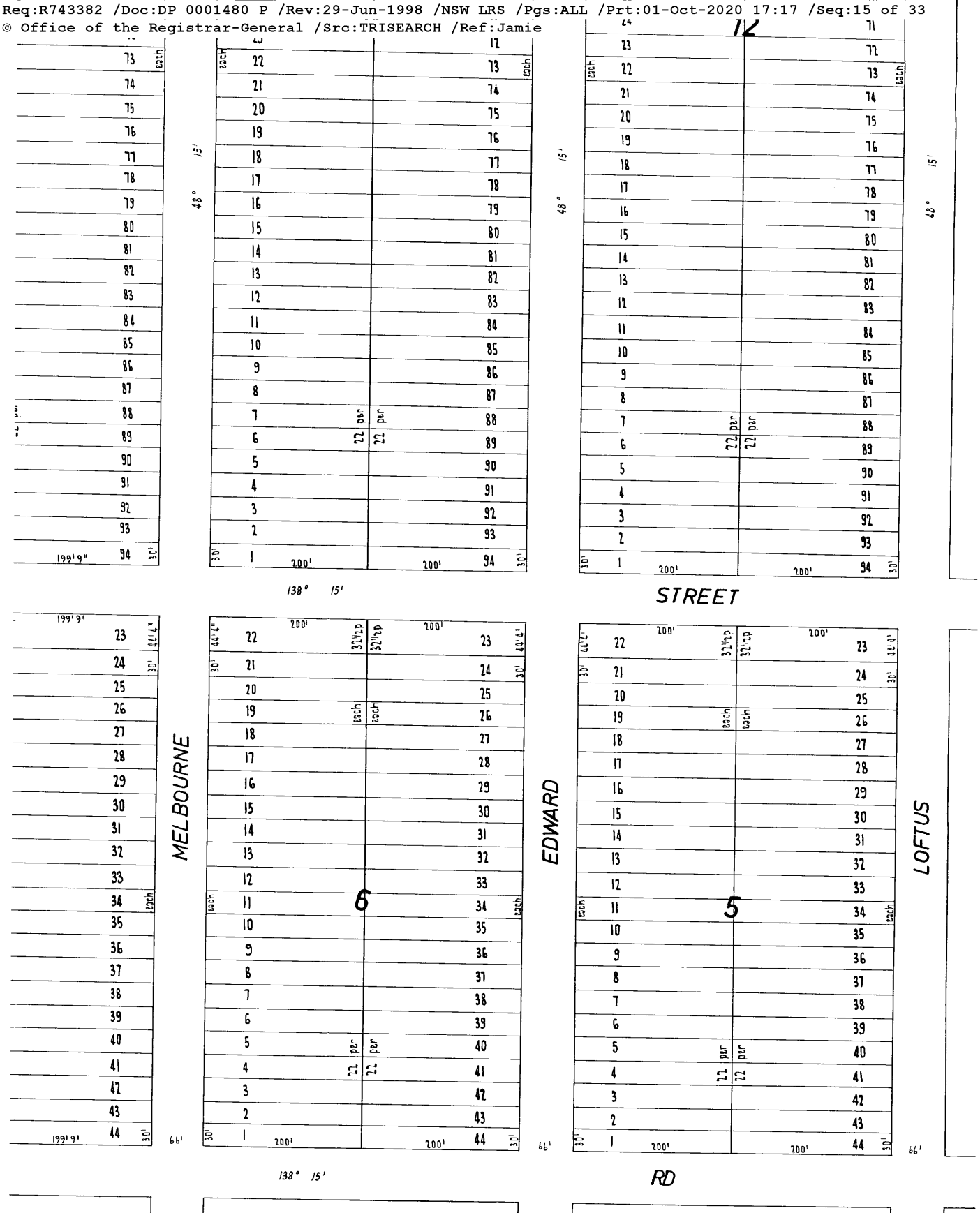

DP 1480 (E) sh 4/7

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:16 of 33
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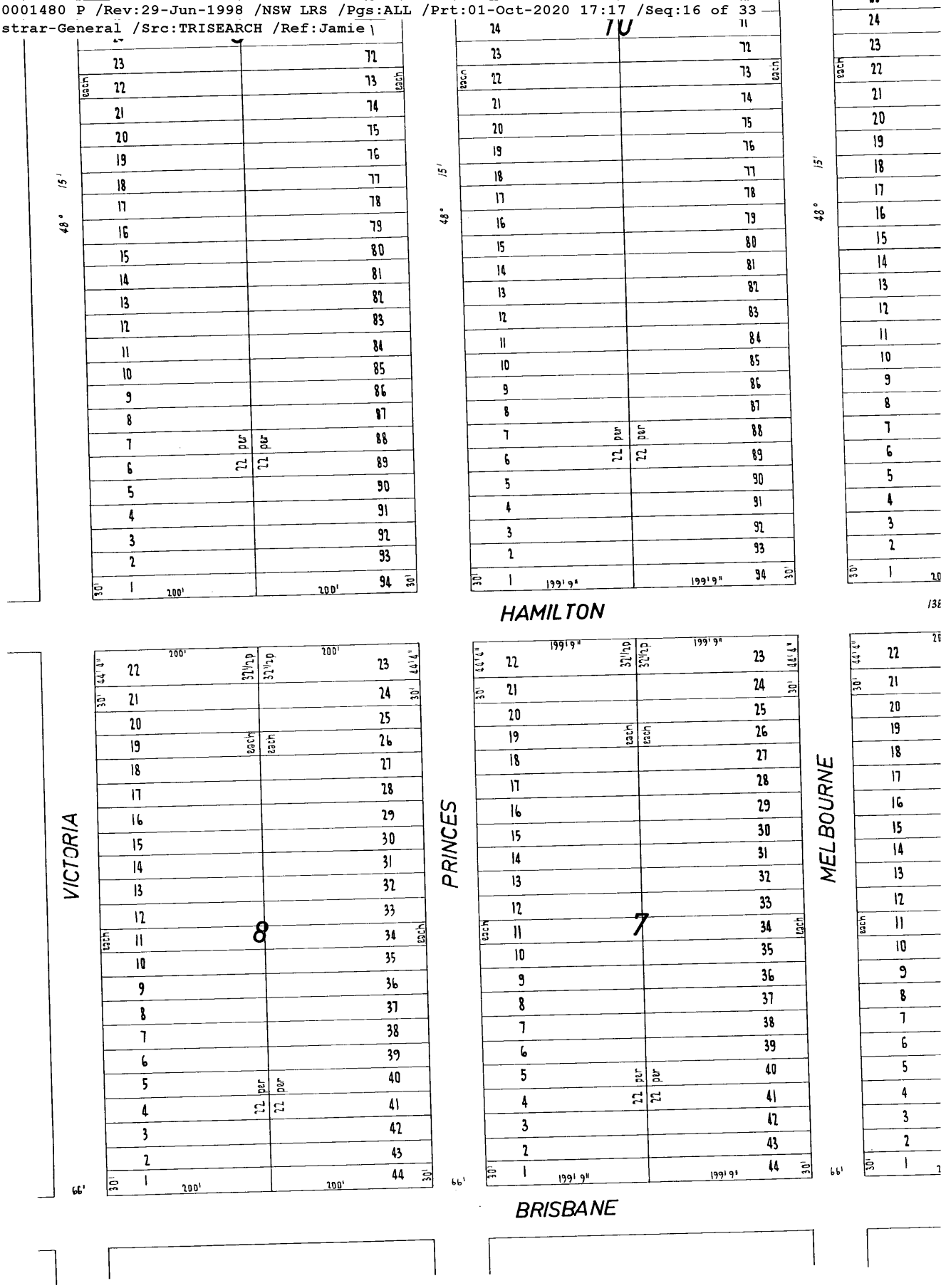

Prepd. M.F 21.2.64
Exd. [illegible] 28.2.64

DP 1480 (E) sh 4/7

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ATTHEW CO CUMBERLAND

00 Feet to one inch

JUNCTION

ROAD

139° 43'

31

32

feet wide

STREET

STREET

ROAD

STREET

138° 15'

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:18 of 33
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DP 1480 (E) sh 5/7

PH ST MATTHEW CO CUMBE

Scale 100 Feet to one inc

PARRAMATTA AND WINDSOR ROAD

29

30

Lane

30 feet

STREET

STREET

STREET

EDMUND

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:19 of 33
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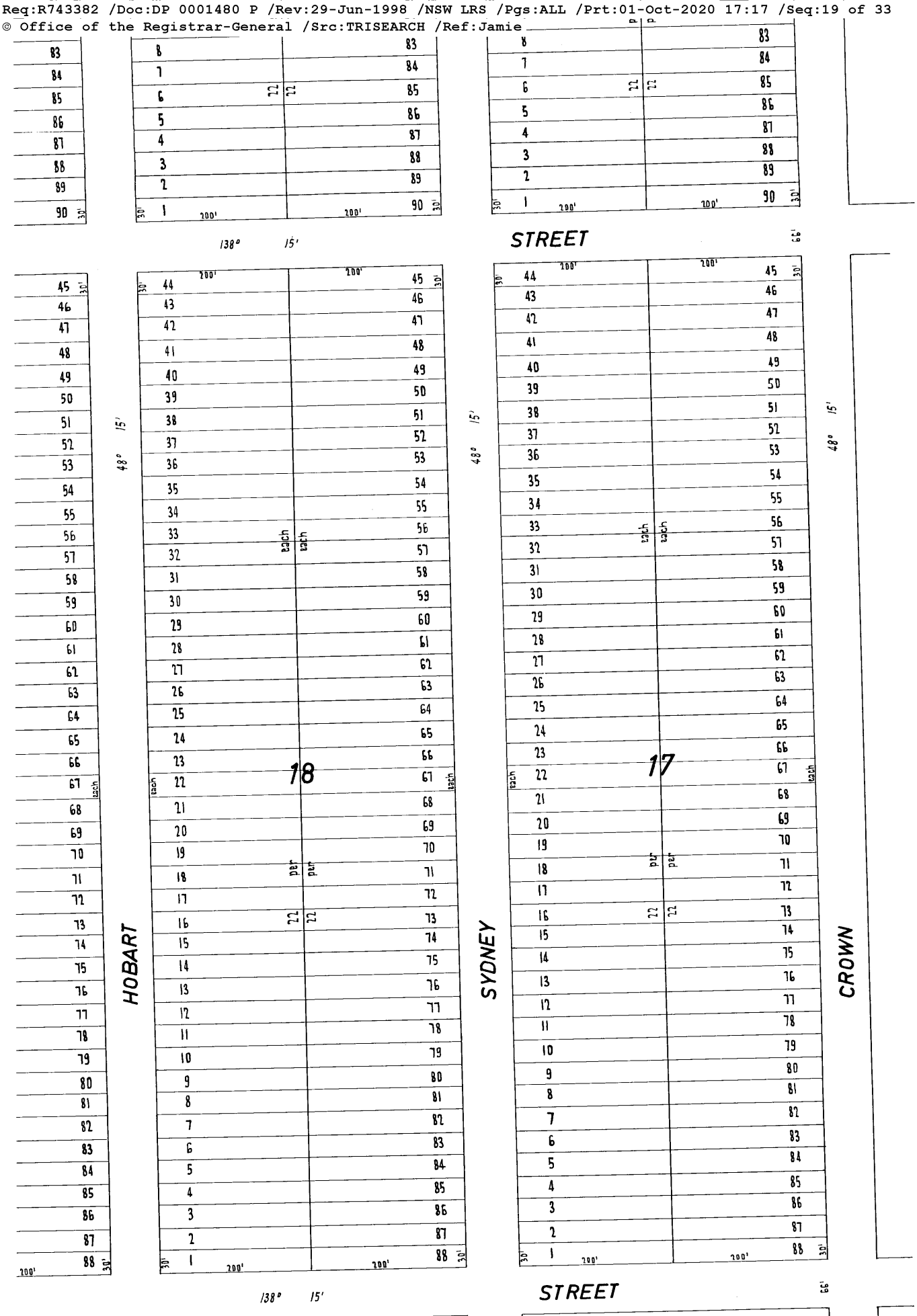

DP 1480 (E) sh 5/7

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:20 of 33
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EDMUND

LOFTUS

WELLINGTON

HOBART

WILLIAM

20

19

48° 15'

138°

Prepd. M.F 21.2.64
Exd Q 28.2.64

DP 1480 (E) sh 5/7

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:21 of 33
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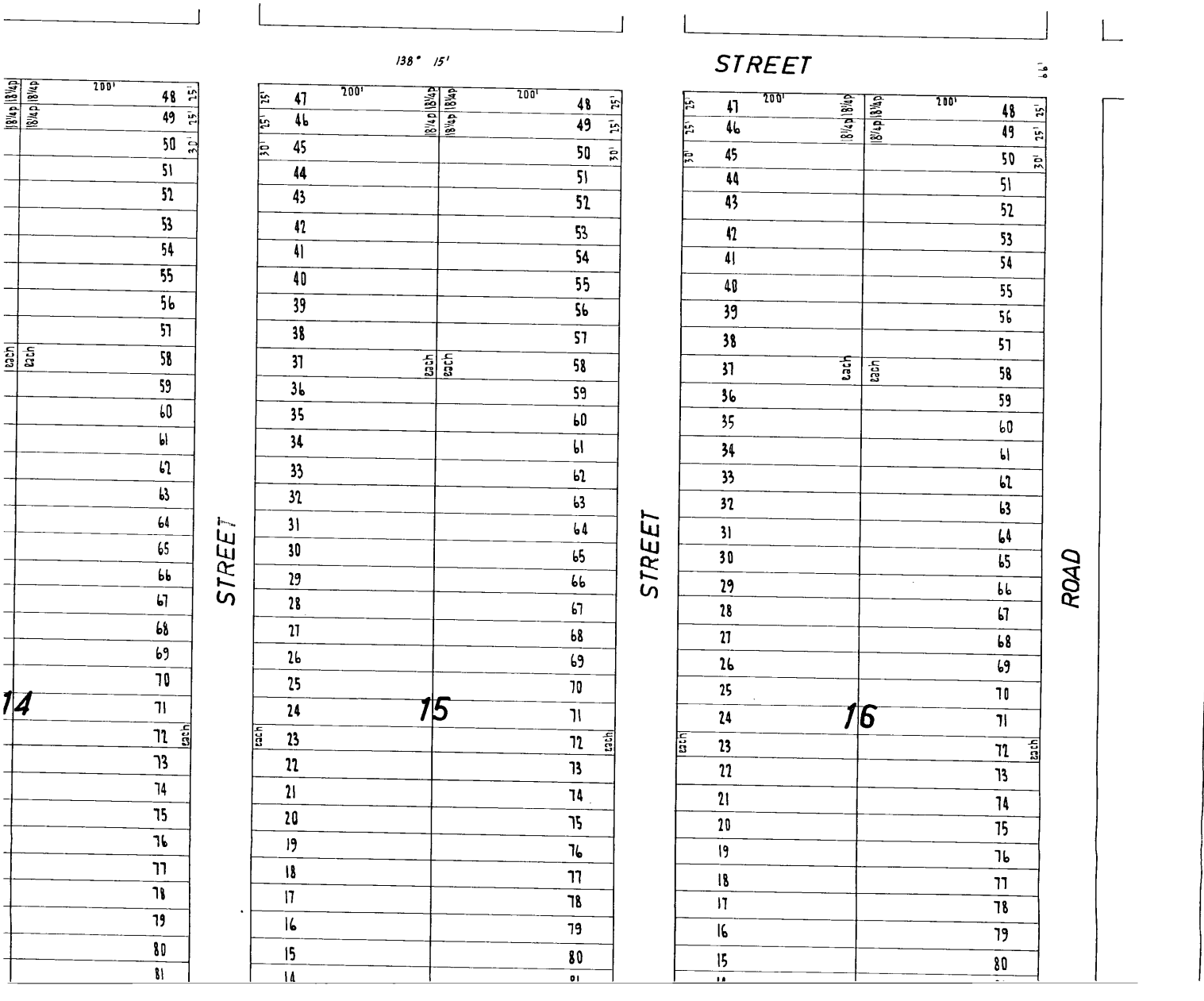
MATTHEW CO CUMBERLAND

100 Feet to one inch

D P 1480 ©E

SHEET 6/7



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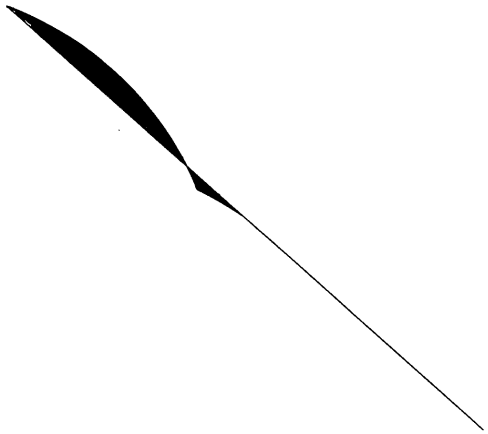
DP 1480 (E) sh 6/7

PH ST MATTHEW CO CUMBE

Scale 100 Feet to one inch



WILLIAM

STREET

STREET

STREET

13

14

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:23 of 33
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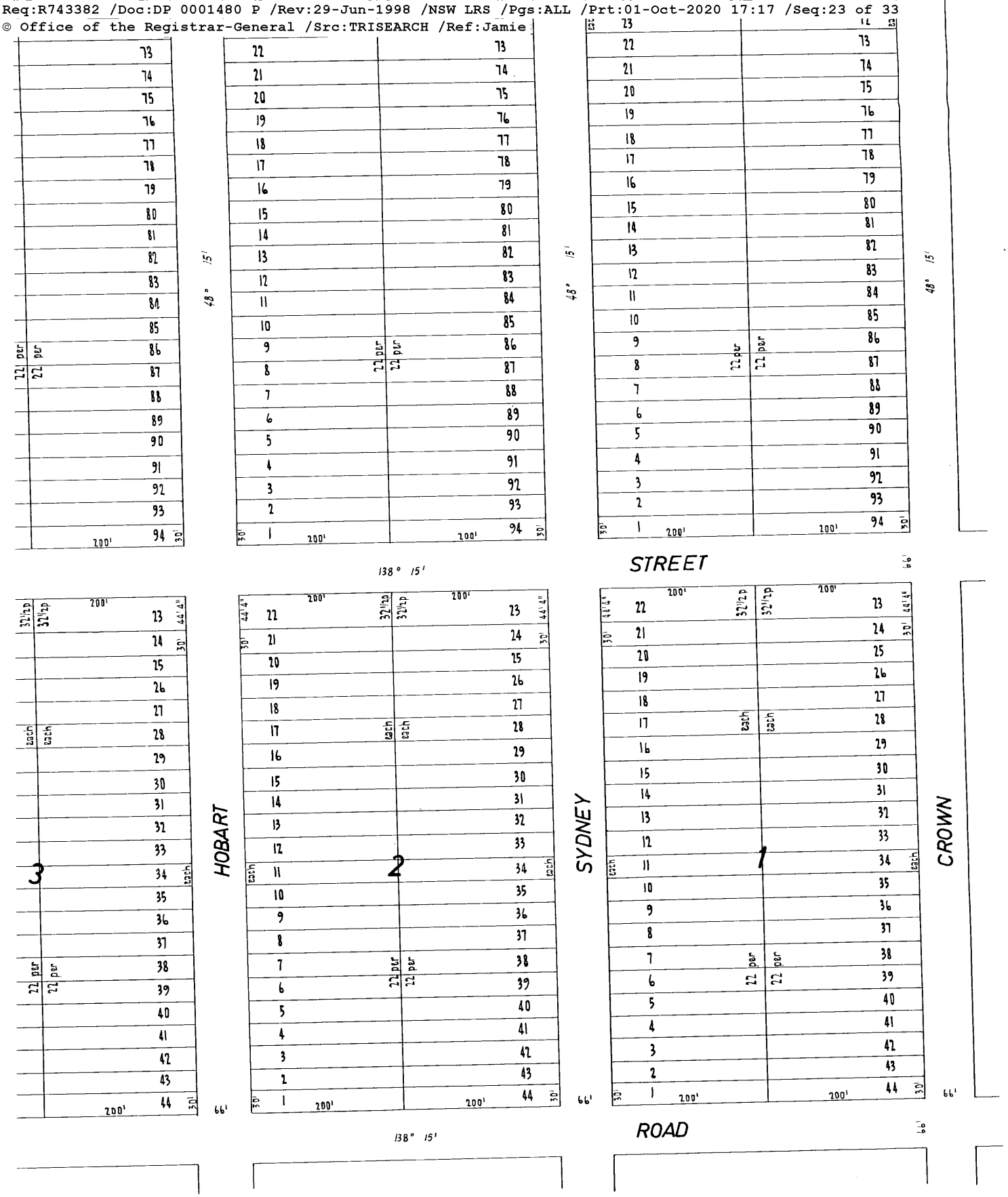

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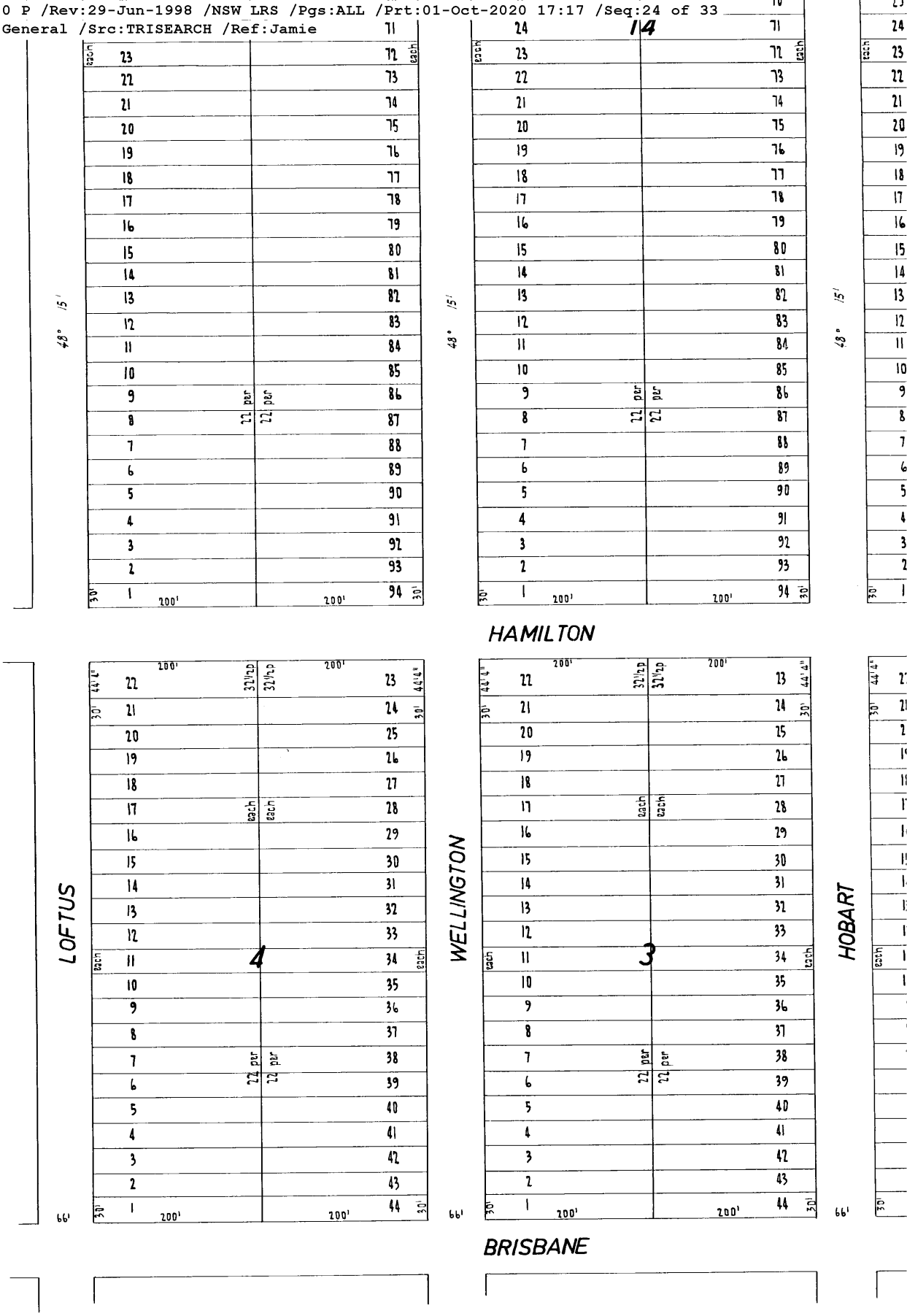

Prepd. MF 21.2.64
Exd. Q 29.2.64

DP 1480 (E) sh 6/7

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GRANTHAM

NEAR RIVERSTONE

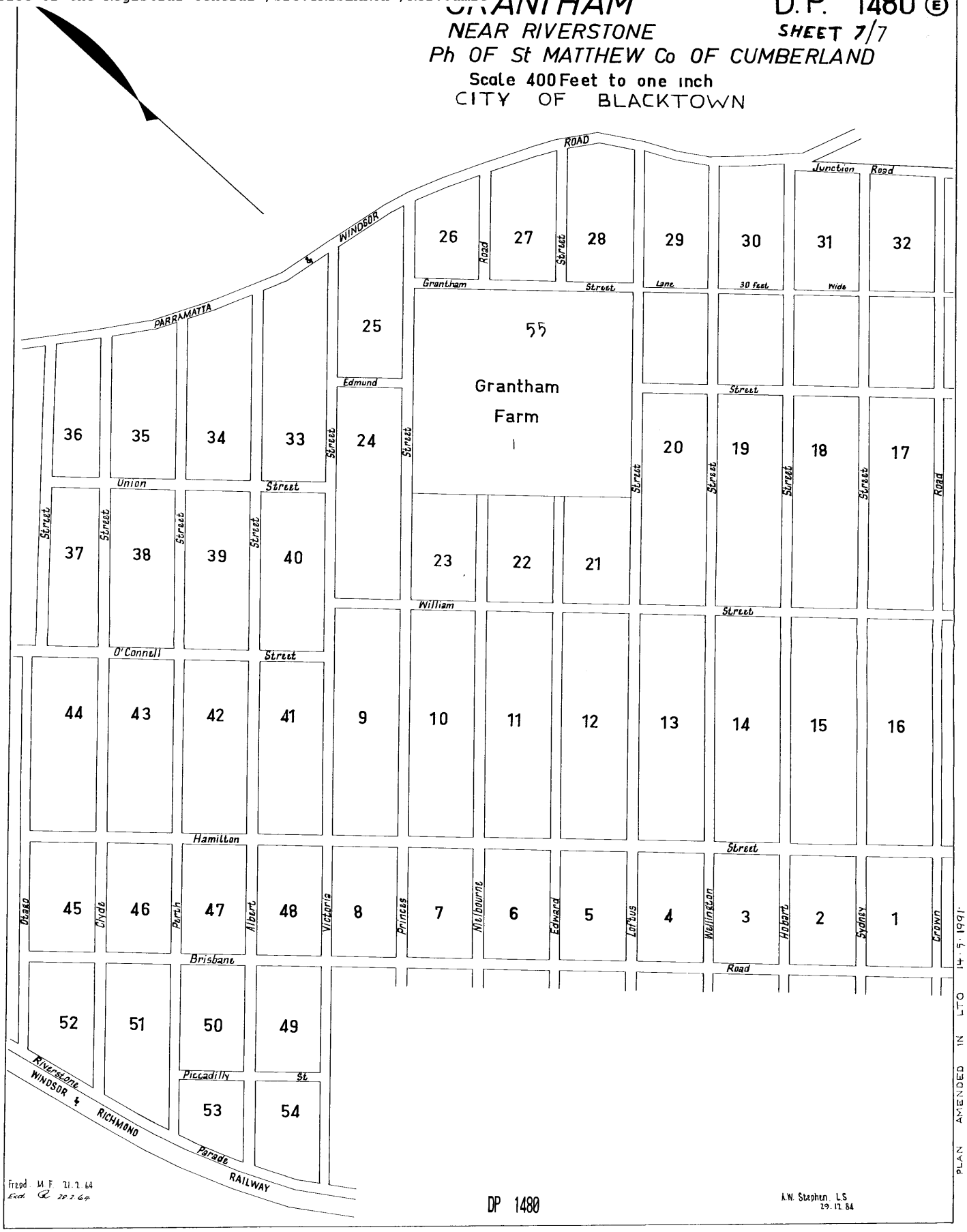
Ph OF St MATTHEW Co OF CUMBERLAND

Scale 400 Feet to one inch

CITY OF BLACKTOWN

D.P. 1480 (E)

SHEET 7/7



Frepd. M.F. 21.2.64
Excd. Q 29.2.64

DP 1480

A.W. Stephen. LS
29.12.84

PLAN AMENDED IN LTO 14.5.1991

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 1/7

FEET	INCHES	METRES
30	-	9.145
33	-	10.06
33	5	10.185
33	7	10.235
35	-	10.67
35	7 1/4	10.85
36	0 3/4	10.99
36	11	11.25
37	0 1/2	11.29
38	2 1/2	11.645
39	1 3/4	11.93
40	7 1/4	12.375
40	8 1/4	12.4
42	11	13.08
67	1 3/4	20.465
69	11 1/2	21.325
73	10	22.505
78	6	23.925
81	1	24.715
139	7 3/4	42.565
160	10 3/4	49.04
163	1 1/2	49.72
165	-	50.29
168	1	51.23
173	3	52.81
174	2 3/4	53.1
174	3 1/4	53.12
175	5	53.47
177	2	54
180	5 1/2	55
182	4	55.58
184	10	56.34
185	10	56.64
186	7 1/4	56.88
187	6	57.15
188	10	57.56
190	7	58.09
192	-	58.52
192	8	58.72
193	1 1/2	58.86
196	5 1/2	59.88
197	1	60.07
197	10	60.3
200	-	60.96
203	-	61.87
203	3 1/4	61.96
203	5	62
203	7 3/4	62.07
208	1	63.42
208	2	63.45
209	5 3/4	63.85
209	7 3/4	63.9
210	1	64.03
215	2	65.58
215	8 1/2	65.75
218	-	66.45
219	8 1/2	66.97
221	10 1/2	67.63
226	2	68.94
227	7 3/4	69.39
228	1	69.52
232	7	70.89
233	6 3/4	71.19
234	2 3/4	71.39
242	8 1/4	73.97
247	2	75.34
257	0 1/2	78.35
262	4	79.96
266	2	81.13
279	1	85.06
279	8 3/4	85.26
280	4 3/4	85.46
281	0 1/2	85.66
281	8 1/4	85.86
282	-	85.95
282	4 1/4	86.06
283	-	86.26

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 1/7 CONTD

FEET	INCHES	METRES
283	8	86.46
284	3 3/4	86.66
284	11 1/2	86.86
285	7 1/2	87.06
286	3 1/4	87.26
286	11 1/4	87.46
287	7	87.66
288	3	87.86
288	10 3/4	88.06
289	6 1/2	88.25
289	7 3/4	88.28
290	2 1/4	88.45
290	10 1/4	88.65
291	6	88.85
292	2	89.05
292	9	89.23
293	6	89.46
294	11	89.89
295	6 3/4	90.09
296	2 3/4	90.29
296	10 1/2	90.49
297	6 1/4	90.68
298	2 1/4	90.89
298	5 7/8	90.98
298	10	91.08
299	6	91.29
300	1 3/4	91.48
300	9 1/2	91.68
301	5 1/2	91.88
302	1 1/4	92.08
302	3 1/4	92.13
303	5	92.48
304	1	92.68
304	8 3/4	92.88
305	4 1/2	93.08
306	0 1/2	93.28
306	8 1/4	93.48
307	4	93.68
308	-	93.88
308	7 3/4	94.08
309	3 3/4	94.28
309	11 1/2	94.48
310	7 1/4	94.67
311	3 1/4	94.88
311	11	95.07
312	7	95.28
312	10 1/2	95.36
313	2 3/4	95.47
313	10 1/2	95.67
314	6 1/2	95.87
315	2 1/4	96.07
315	10 1/4	96.27
316	6	96.47

AC	RD	P	SQ M
-	-	18 1/4	461.6
-	-	20 3/4	524.8
-	-	21	531.1
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	23	581.7
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26.2	662.7

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 1/7 CONTD

AC	RD	P	SQ M
-	-	26 1/4	663.9
-	-	26 1/2	670.3
-	-	26 3/4	676.6
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	28 1/4	714.5
-	-	29	733.5
-	-	29 1/2	746.1
-	-	30 3/4	777.8
-	-	31	784.1
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	32 1/4	815.7
-	-	32 1/2	822
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/4	841
-	-	33 1/2	847.3
-	-	33 3/4	853.6
-	-	34	860
-	-	34 1/4	866.3
-	-	34 1/2	872.6
-	-	34 3/4	878.9
-	1	9 3/4	1258

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 2/7

FEET	INCHES	METRES
1	2	0.355
4	10 1/2	1.485
7	8	2.335
8	7	2.615
18	1	5.51
20	9	6.325
21	1	6.425
25	-	7.62
25	6 1/2	7.785
25	10	7.875
26	2	7.975
26	11 1/4	8.21
27	9 1/2	8.47
27	11	8.51
28	7 1/2	8.725
28	10 1/4	8.795
30	-	9.145
36	-	10.975
36	6	11.125
44	4	13.515
51	1	15.57
52	4	15.95
69	1	21.055
73	8	22.455
76	2	23.215
82	1	25.02
117	11	35.94
122	1	37.21
126	10	38.66
136	5 3/4	41.6
141	2 3/4	43.045
150	6	45.87
150	10 1/2	45.985
155	3	47.32
155	7 3/4	47.44
164	5 1/2	50.13
165	3 1/4	50.37
169	7 3/4	51.71
170	0 1/4	51.82
170	8	52.02
178	5	54.38
179	8	54.76
180	8 1/2	55.08
181	10	55.42
184	0 3/4	56.1
184	5 1/4	56.22
184	5 1/2	56.22
190	8 1/2	58.13
190	9	58.14
192	4 1/2	58.64
193	11 3/4	59.12
194	0 3/4	59.15
195	5 1/2	60.49
198	10 1/4	60.61
200	-	60.96
200	9 1/2	61.2
201	10	61.52
205	5	62.61
206	1 1/2	62.83
208	5 1/2	63.54
210	10	64.26
212	10 1/2	64.88
213	3 1/4	65
217	9 7/8	66.39
217	10	66.4
218	3	66.52
220	10 1/2	67.32
222	10 1/2	67.93
227	3 1/4	69.27
227	8	69.39
230	-	70.1
230	3	70.18
230	4 3/4	70.22
230	11	70.38
233	9	71.25
237	3	72.31
237	8 1/2	72.45

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 2/7 CONTD

FEET	INCHES	METRES
240	2 1/4	73.21
240	6	73.3
240	6 3/4	73.32
241	5 1/2	73.6
241	8 1/4	73.67
242	1	73.79
242	8	73.96
245	5	74.8
247	11	75.56
249	2	75.95
250	7 1/4	76.38
253	1 1/2	77.15
255	1	77.75
256	1	78.05
256	10 1/2	78.3
258	11 3/4	78.94
260	7	79.43
264	2 3/4	80.54
264	7	80.64
269	5 3/4	82.14
270	6	82.45
270	8	82.5
272	3 1/2	82.99
280	-	85.34

AC	RD	P	SQ M
-	-	11 3/4	297.2
-	-	12 1/4	309.8
-	-	13	328.8
-	-	13 1/2	341.5
-	-	14 1/4	360.4
-	-	14 1/2	366.7
-	-	14 3/4	373.1
-	-	15 3/4	398.4
-	-	16	404.7
-	-	16 1/4	411
-	-	16 1/2	417.3
-	-	17	430
-	-	17 1/4	436.3
-	-	17 1/2	442.6
-	-	17 3/4	448.9
-	-	18 1/4	461.6
-	-	18 1/2	467.9
-	-	18 3/4	474.2
-	-	19 1/2	493.2
-	-	19 3/4	499.5
-	-	20	505.9
-	-	20 1/4	512.2
-	-	20 1/2	518.5
-	-	20 3/4	524.8
-	-	21	531.1
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	25 1/4	638.6
-	-	26 1/4	663.9
-	-	26 1/2	670.3
-	-	32 1/2	822

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 3/7

FEET	INCHES	METRES
30	-	9.145
33	-	10.06
33	5 1/4	10.19
33	5 3/4	10.205
33	6	10.21
34	7	10.54
34	9	10.59
35	-	10.67
35	1	10.695
35	3	10.745
35	6	10.82
35	6 1/4	10.825
36	1 1/4	11.005
36	8	11.175
37	1	11.305
37	2	11.33
38	-	11.58
38	2	11.635
39	10	12.14
40	2	12.245
42	3	12.88
68	8	20.93
68	10	20.98
74	10	22.81
132	3	40.31
147	2	44.855
152	6	46.48
154	-	46.94
155	10	47.5
164	10	50.24
169	4 3/4	51.63
169	5	51.64
177	2	54
178	1	54.28
184	-	56.08
189	6	57.76
191	5	58.34
191	8 1/2	58.43
198	7 1/2	60.54
199	3	60.73
199	9	60.88
200	-	60.96
200	3	61.04
200	4	61.06
201	10	61.52
203	3	61.95
204	-	62.18
205	4 1/2	62.6
206	2 3/4	62.86
211	2	64.36
211	10	64.57
213	3	65
214	-	65.23
214	3	65.3
215	1	65.56
215	3	65.61
215	10	65.79
216	11 1/4	66.12
217	5 1/2	66.28
222	7	67.84
222	9	67.89
223	1	68
226	11	69.16
227	4	69.29
227	8	69.39
227	10 1/2	69.46
228	6 1/2	69.66
228	8 1/2	69.71
234	4	71.42
236	3	72.01
238	9	72.77
239	6	73
242	6	73.91
244	11	74.65
249	2	75.95
251	5	76.63
254	8	77.62

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 3/7 CONTD

FEET	INCHES	METRES
259	7	79.12
263	5	80.24
267	2	81.43
270	7	82.47
274	8	83.72
1296	-	395.02
1331	6	405.84

AC	RD	P	SQ M
-	-	18 1/2	467.9
-	-	19	480.6
-	-	20 1/4	512.2
-	-	20 1/2	518.5
-	-	21 1/4	537.5
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/2	594.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/2	670.3
-	-	26.52	670.8
-	-	26 3/4	676.6
-	-	27 1/4	689.2
-	-	28	708.2
-	-	28 1/4	714.5
-	-	28 1/2	720.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30 3/4	777.8
-	-	31	784.1
-	-	34	860

AC	RD	P	HA
39	2	18	16.03

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DP 1480

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 4/7

FEET	INCHES	METRES
25	-	7.62
30	-	9.145
44	4	13.515
66	-	20.115
199	9	60.88
200	-	60.96

AC	RD	P	SQ M
-	-	18 1/4	461.6
-	-	22	556.4
-	-	32 1/2	822

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 5/7

FEET	INCHES	METRES
30	-	9.145
30	0 1/4	9.15
33	-	10.06
33	0 1/4	10.065
33	0 1/2	10.07
33	1 1/2	10.095
33	4 3/4	10.18
34	3 1/2	10.45
35	-	10.67
35	0 1/4	10.675
35	1	10.695
35	2	10.72
35	5	10.795
36	4 1/2	11.085
66	1	20.14
76	11 1/2	23.455
153	-	46.635
153	11	46.915
154	9	47.17
155	7	47.42
156	5	47.675
157	4	47.955
158	2	48.21
159	1	48.49
159	11	48.745
160	9	48.995
161	7	49.25
162	5	49.505
163	5	49.81
165	1	50.32
166	-	50.6
166	10	50.85
167	8	51.1
168	6	51.36
169	5	51.64
170	3	51.89
171	1	52.15
171	11	52.4
172	10	52.68
173	8	52.93
174	6	53.19
175	5	53.47
188	3	57.38
189	8 1/2	57.82
191	1 1/4	58.25
192	6	58.67
193	10 1/2	59.09
195	3 1/4	59.52
196	8	59.94
199	-	60.66
199	8	60.86
200	-	60.96
202	9	61.8
204	1 1/2	62.22
205	9	62.71
208	10	63.65
209	3	63.78
211	11	64.59
214	4 1/2	65.34
215	-	65.53
219	6	66.9
228	10	69.75
238	1	72.57
247	5	75.41
256	8	78.23
266	-	81.08
276	2	84.18

AC	RD	P	SQ M
-	-	1.95	49.3
-	-	18 1/2	467.9
-	-	18 3/4	474.2
-	-	19	480.6
-	-	19 1/4	486.9
-	-	19.4	490.7
-	-	19 1/2	493.2

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 5/7 CONTD

AC	RD	P	SQ M
-	-	20	505.9
-	-	20 1/4	512.2
-	-	20 1/2	518.5
-	-	20 3/4	524.8
-	-	21	531.1
-	-	21 1/4	537.5
-	-	22	556.4
-	-	22 1/2	569.1
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	26 1/4	663.9
-	-	27	682.9
-	-	27 1/4	689.2
-	-	28 1/4	714.5
-	-	29 1/4	739.8
-	-	30 1/2	771.4
-	-	31 1/2	796.7
-	-	34 3/4	878.9

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 6/7

FEET	INCHES	METRES
25	-	7.62
30	-	9.145
44	4	13.515
66	-	20.115
200	-	60.96

AC	RD	P	SQ M
-	-	18 1/4	461.6
-	-	22	556.4
-	-	32 1/2	822

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 1480 SH 7/7

FEET	INCHES	METRES
30	-	9.145

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DP1480 1480 "A"

STANDARD PHOTOPRINTS
COPY MADE &a.
EXAMINED A.M.S. 15.7.97

ROAD

JUNCTION ROAD

STREET

LANE

EDMUND STREET

STREET

STREET

STREET

STREET

ROAD

STREET

STREET

STREET

STREET

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STREET

LOFTUS

WELLINGTON

HOBART

SYDNEY

CROWN

STREET

ROAD

Deposited Plans 744 & 1479

DP1480

This is the plan marked 'A' referred to in the annexed declaration of A.W. Stephen made before me at Sydney this 29th day of ~~September~~ December 1884

Scale 1000 feet = 1 inch

AMENDED IN LTO 14.5.1991

DP 1480

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:30 of 33
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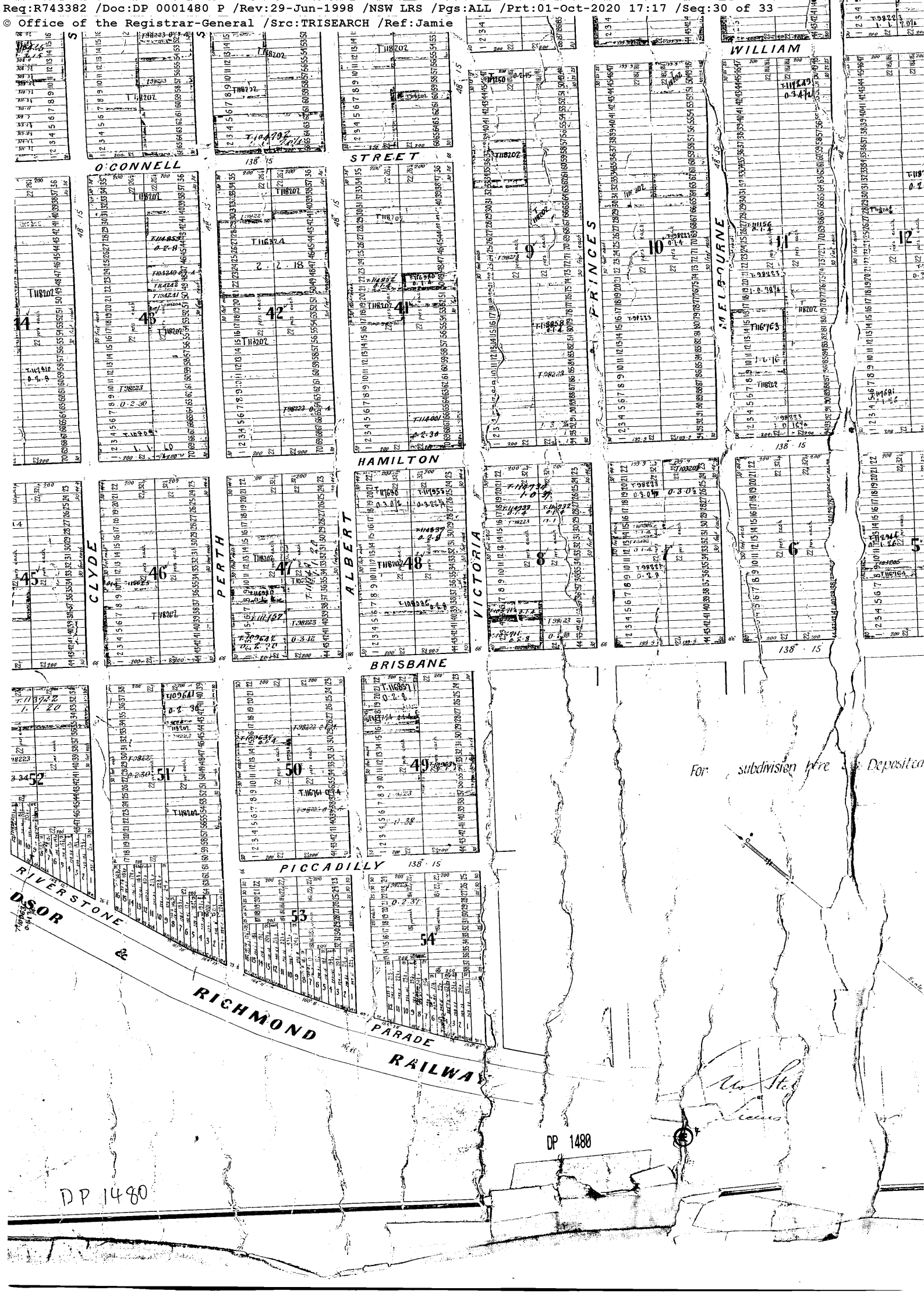

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:31 of 33
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1480

#5/- paid 28/3/85 Lodged by Rigg Plan in Bk Bndt 3949 Clarkin & Fitzpatrick

DP 1480 E

RANTHAM

RIVERSTONE

ARISH OF ST MATTHEW

: of 2560ac Grant to Maurice Charles Donnell 7th May 1810

Y OF BLACKTOWN

Sections 1 to 7, 11, 15 & 16 ... Vol. 772 Fol. 23

Section 8 ... Vol. 777 Fol. 27

WINDSOR

PARRAMATTA

GRANTHAM STREET

UNION STREET

O'CONNELL STREET

PRINCES STREET

ELIZABETH STREET

WILLIAM STREET

55

GRANTHAM FARM

T 1028 25

39ac · 2rd · 1per

1337·6

1296·0

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:32 of 33
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"Riverstone Heights"
Subdivision of Lot 2 Deposited Plan 1654

O'CONNELL STREET
OTAGO
CLYDE
PERTH
ALBERT
VICTORIA
HAMILTON
PRINCES
BRISBANE
PICCADILLY
RIVERSTONE
WINDSOR & RICHMOND PARADE
RAILWA

DP 1480

Req:R743382 /Doc:DP 0001480 P /Rev:29-Jun-1998 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:33 of 33
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DP 1480

E

Sheet 5/- Paid 28/3/85 Lodged by Messrs Clegg Mann & Bir Boyd Surveyors Silk Street Parramatta

GRANTHAM

RIVERSTONE

PARISH OF ST MATTHEW

Part of 2500ac Grant to Maurice Charles O'Connell 7th May 1810

CITY OF BLACKTOWN

Sections 1 to 7, 11, 15 & 16
Sec 10
Sec 12
Sec 13
Sec 14
Sec 17
Sec 18
Sec 19
Vol. 772 Fol. 23
Section Vol. 55 Sec 9
Vol. 772 Fol. 27

PARRAMATTA STREET

UNION STREET

O'CONNELL STREET

WINDSOR STREET

PRINCES STREET

STREET

1296.0

49.30

48.15

138.15

Fence

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:1 of 42
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'15

Form: 11R
Release: 4·2

REQUEST

New South Wales
Real Property Act 1900

AK937116C

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** — SEE ANNEXURE "A"

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
273L	InfoTrack Pty Ltd LLPN: 124725J Level 8, 135 King Street SYDNEY NSW 2000 Phone: (02) 8203 7600 Reference: 31435229 ~~HDY:GUD/JYH/3141978~~	R

(E) **APPLICANT** — LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688

(F) **NATURE OF REQUEST** — Application to note the issue of a subdivision order pursuant to clause 3 of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW)

(G) **TEXT OF REQUEST**
SEE ANNEXURES "A" AND "B"

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Jennifer Lyn Degotardi
Signatory's capacity: Applicant's solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: Signature:

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:2 of 42
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THIS IS ANNEXURE "A" REFERRED TO IN THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688, AS APPLICANT

(B) **TORRENS TITLE**

Certificate of Title Folio identifier
Auto Consol 5460-108
Auto Consol 8360-165
16/32/1480
17/32/1480
14/32/1480
15/32/1480
12/32/1480
13/32/1480
Auto Consol 2934-95
6/32/1480
7/32/1480
8/32/1480
Auto Consol 938-134
Auto Consol 5792-197
80/32/1480
Auto Consol 977-91
Auto Consol 2323-14
Auto Consol 8629-123
Auto Consol 8629-124
Auto Consol 8360-166

(G) **TEXT OF REQUEST**

Pursuant to clause 3 of the Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW) (**Act**), on 4 November 2016 by order published in the Gazette, the Minister for Planning:

1. declared the land in marginal note (B) to be subdivision land;

2. specified that the relevant authority for the subdivision land is the Applicant; and

3. specified certain other matters for the purposes of clause 3(1) of Schedule 5 to the Act,

(**Subdivision Order**).

A true copy of the Subdivision Order is set out in Annexure "B" to this request.

The issue of the Subdivision Order enables the Applicant, for the planning purpose specified in the Subdivision Order, to:

1. acquire subdivision land (including the land in marginal note (B)) by agreement or by compulsory process in accordance with the Land Acquisition (Just Terms Compensation) Act 1991 (NSW); and

2. enter into a voluntary contributions agreement (as defined in clause 17(1) of Schedule 5 to the Act) with an owner of land specified in marginal note (B), pursuant to which the Applicant may require that owner to make a contribution to the Applicant.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:3 of 42
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The Applicant requests that the Registrar General:

1. record the issue of the Subdivision Order on each of the folios of the land in marginal note (B); and

2. record on each of the folios of the land in marginal note (B) that the Applicant may enter into, or may have entered into, a voluntary contributions agreement with an owner of land specified in marginal note (B).

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:4 of 42
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THIS IS ANNEXURE "B" REFERRED TO IN THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688, AS APPLICANT

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Planning and Environment Notices

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DECISION

I, the Minister for Planning, for the purposes of clause 3 (2) of Schedule 5 of the *Environmental Planning and Assessment Act 1979* (the ***Act***):

a) have formed the opinion that it is desirable to make the Subdivision Order to promote and co-ordinate the orderly and economic use and development of the land within Precinct A (Stages 1–3) of the Riverstone Scheduled Lands (**Subdivision Land**);

b) note that the Subdivision Land is subdivided and is held by more than one owner and that I am satisfied that the Subdivision Land is land for which no provision or inadequate provision has been made for subdivision works as defined in clause 1 of Schedule 5 of the Act;

c) note that the Subdivision Land is subject to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, in particular Appendix 4 – Alex Avenue and Riverstone Precinct Plan 2010, which will facilitate the proposed planning purpose;

d) note that I have consulted with UrbanGrowth NSW, as the proposed relevant authority, and with Blacktown City Council, which is the council of the area in which the Subdivision Land is situated;

e) note the compliance tables prepared by UrbanGrowth NSW (attached and marked "Attachment 3" in the background to a briefing note provided to me) and I am satisfied that the Development Plan adopted by UrbanGrowth NSW for Precinct A (Stages 1–3) of the Riverstone Scheduled Lands was prepared in accordance with Schedule 5 of the Act and Part 16C of the *Environmental Planning and Assessment Regulations 2000* (the **Regulations**);

f) have considered the provisions of the Development Plan which modify and disapply Division 4 of Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991*; and

g) note that 80% of the total number of landowners who own 88.5% of the total area of the Subdivision Land consented to the Development Plan in the consent ballot which was conducted by UrbanGrowth NSW in accordance with the Act and the Regulations,

and have therefore decided to make the Subdivision Order attached to this document.

Date: 12th October 2016

The Hon ROB STOKES, MP
Minister for Planning

published

I, James William Hill ..... Solicitor
in the Supreme Court of New South Wales
certify this to be a true copy of a Subdivision Order
in the NSW Government Gazette on 11/11/16
Dated: 15/11/16

.....
Solicitor

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:6 of 42
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ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Riverstone Scheduled Lands Precinct A (Stages 1–3) 2016 – Subdivision Order

I, the Minister for Planning, pursuant to Clause 3 of Schedule 5 of the *Environmental Planning and Assessment Act 1979* make the following Subdivision Order.

Date: 12th October 2016

The Hon ROB STOKES, MP
Minister for Planning

1. Name of Order

This Order is the *Riverstone Scheduled Lands Precinct A (Stages 1–3) Subdivision Order 2016.*

2. When Order takes effect

This Order is made on 11 November 2016.

3. Subdivision Land

I declare the land described as follows to be *subdivision land*:

Real Property Description	Street Name
Lots 52 – 70 Section 29 DP 1480	Wellington Street Riverstone
Lots 1 – 19, 21 – 39 Section 30 DP 1480 Lots 40 – 51 Section 30 DP 1480 Lots 52-70 & 75-90 Section 30 DP 1480	Wellington Street Riverstone Windsor Road Riverstone Hobart Street Riverstone
Lots 1 – 19, 21 – 35 Section 31 DP 1480 Lots 52 – 70, 72 – 90 Section 31 DP 1480	Hobart Street Riverstone Sydney Street Riverstone
Lots 1 – 19, 21 – 39 Section 32 DP 1480 Lots 40 – 51 Section 32 DP 1480 52 – 70 & 72 – 90 Section 32 DP 1480	Sydney Street Riverstone Junction Road Riverstone Crown Road Riverstone
Lots 40 – 45 DP 135718	Windsor Road Riverstone
Lots 46 – 51 DP 456639	Windsor Road Riverstone
Lot 1 DP 790639	Hobart Street Riverstone
Part Wellington Street, part Edmund Street, part Hobart Street, part Sydney Street, part Crown Street, part Junction Road and existing laneways	

as shown in the plan of *subdivision land* in Schedule 1 of this Order.

4. Relevant Authority

The *relevant authority for the subdivision land* is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150.

5. Development Plan

The *development plan* for the subdivision land is the Riverstone Scheduled Lands Development Plan (Precinct A (Stages1–3)) February 2016, a copy of which is at Schedule 2.

6. Planning Purpose

The planning purpose for which this *subdivision order* is made is to promote and co-ordinate the orderly and economic use and development of the *subdivision land*, to be achieved by the relevant authority providing infrastructure, re-subdividing the *subdivision land* and recouping its costs through contributions from landowners in the form of monetary contributions or land trade as set out in the *development plan*.

7. Functions of the Relevant Authority

The *relevant authority* has all of the functions set out in clauses 7–13 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*.

8. Subdivision Works

The *relevant authority* shall undertake the *subdivision works* described in clause 3.1 of the *development plan*.

Schedules

Schedule 1 – Plan of subdivision land

Schedule 2 – Riverstone Scheduled Lands Development Plan (Precinct A (Stages1–3)) February 2016

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:7 of 42
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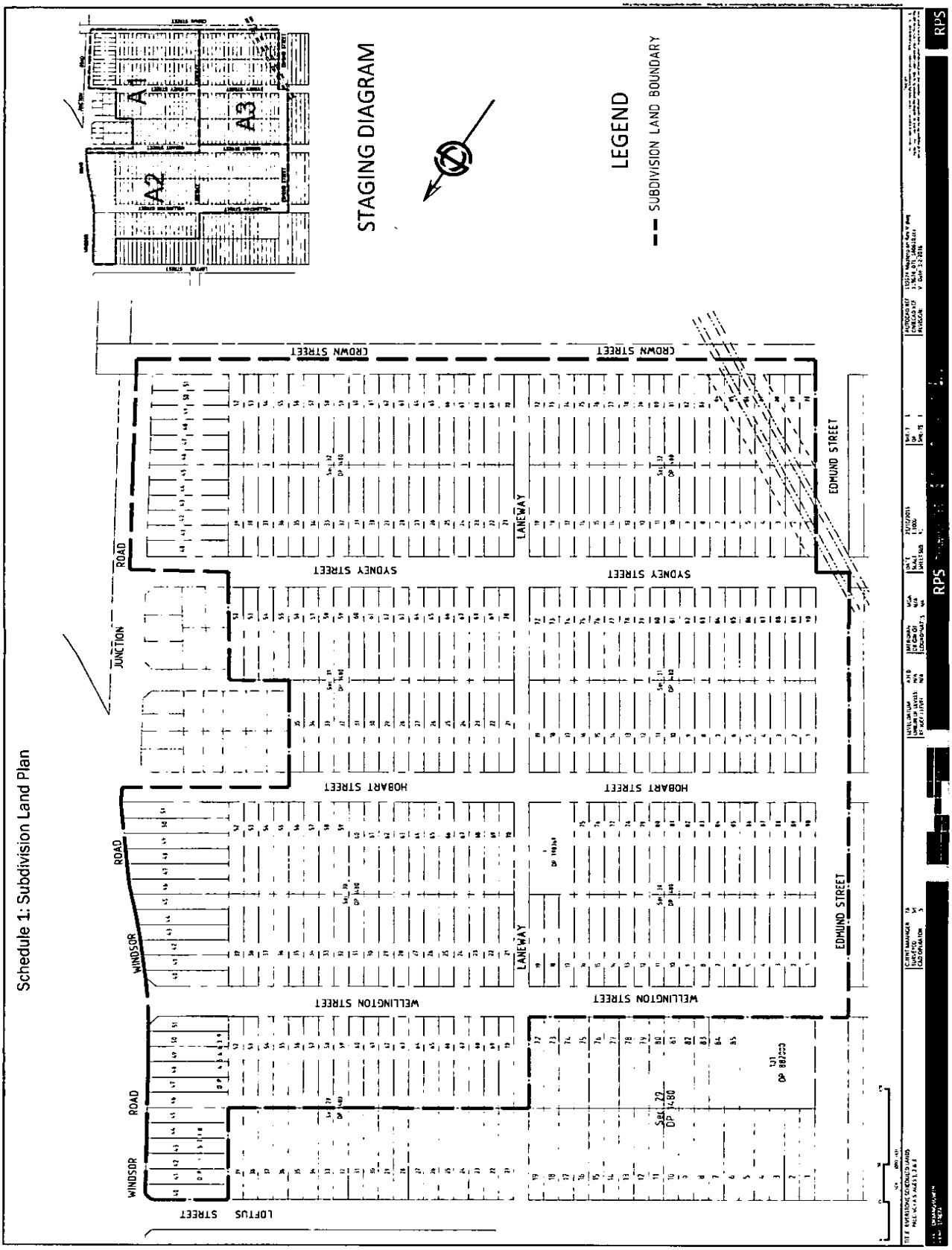
Schedule 1: Subdivision Land Plan



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Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016

under the

Environmental Planning and Assessment Act 1979

This Development Plan is subject to the outcome of a Consent Ballot of landowners In Precinct A Stages 1-3.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:9 of 42
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Part 1 Preliminary

1.1 Name of plan

(1) This **plan** is the *Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016*.

1.2 Planning purpose

(1) The **planning purpose** of this **plan** is to promote and co-ordinate the orderly and economic use and development of the **subdivision land**, to be achieved by the **relevant authority** providing infrastructure, re-subdividing the **subdivision land** and recouping its costs through contributions from **landowners** in the form of **monetary contributions** or **land trade**.

1.3 Land to which this plan applies

(1) This **plan** applies to the **subdivision land**.

Note: *The subdivision land is shown outlined blue on the subdivision land plan in Schedule 7.*

1.4 Status of this plan

(1) This **plan** will be in force for the purposes of the **Act** when the **plan** is adopted by the **relevant authority** in accordance with clause 268ZJ of the **Regulation**.

(2) The implementation of this **plan** is subject to the making of the **subdivision order** by the Minister.

1.5 Functions

(1) The **relevant authority** has the functions conferred on it by the **Act**, any other legislation which confers powers on the **relevant authority** and the **subdivision order** once it is made.

(2) For the avoidance of doubt, the **relevant authority** can only compulsorily acquire land for the planning purpose specified in the **subdivision order** and can only compulsorily require the payment of a **contribution** if authorised to do so by the **subdivision order**.

1.6 Definitions

(1) The Dictionary at the end of this **plan** defines words and expressions which appear in bold in this **plan** for the purposes of this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:10 of 42
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1.7 Notes

(1) Notes in this **plan** are provided for guidance and do not form part of this **plan**.

1.8 Relevant authority

(1) The **relevant authority** for the purpose of this **plan** is Landcom (trading as UrbanGrowth NSW), as designated in the **subdivision order**.

Part 2 Proposed Plan of Subdivision

2.1 Plan of subdivision

(1) The **relevant authority** proposes to subdivide the **subdivision land** in accordance with the **plan of subdivision**.

(2) The **relevant authority** will undertake the subdivision of the **subdivision land** in stages as shown on the **plan of subdivision** and otherwise in accordance with any development consent granted in respect of the subdivision of the **subdivision land** under the **Act**.

(3) The proposed timetable for the subdivision of the **subdivision land** and the **subdivision works** is contained in Schedule 1.

2.2 Roads

(1) The **relevant authority** requires the **road land** and **road parcels** for the purpose of carrying out that part of the **subdivision works** comprising the construction of roads as shown on the **plan of subdivision** and for the installation of services.

(2) If a **landholding** includes **road land** or a **road parcel**, the **relevant authority** will acquire that part of the **landholding** which is **road land** or a **road parcel** by compulsory process under the **Just Terms Act** or in accordance with a **voluntary contributions agreement.**

Part 3 Subdivision Works

3.1 Subdivision works

(1) The **relevant authority** will cause the following **subdivision works** to be undertaken on the **subdivision land**:

(a) works for the purpose of roads, as shown on the **plan of subdivision**,

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:11 of 42
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(b) works for the purpose of water supply, as shown on the **water servicing figure**,

(c) works for the purpose of sewerage services, as shown on the **sewerage servicing figure**,

(d) works for the purpose of drainage, as shown on the **drainage figure**,

(e) works for the purpose of electricity supply, as shown on the **electricity reticulation figure**,

(f) works for the purpose of gas supply,

(g) works for the purpose of telecommunications,

(h) works for the purpose of site remediation, in accordance with the Remediation Action Plan from DLA Environmental July 2014,

(i) works for the purpose of demolition as shown in RPS Survey Plan dated 28 April 2014, and

(j) works required for the purposes of, or ancillary to, the above works.

(2) The **subdivision works** described in sub-clause (1) are indicative only and the detail of the works will be finalised through further site investigations, and in the process of procuring statutory approvals, and may change as the works progress.

3.2 Access to subdivision land for the purpose of the subdivision works

(1) The **relevant authority** and persons authorised by it may enter the **subdivision land** for the purposes of and in connection with the **planning purpose**, the **plan** and the **subdivision works**, in accordance with clause 15 of Schedule 5 of the **Act** and clause 268ZN of the **Regulation**.

(2) The **relevant authority** is entitled to, and may take vacant possession of any land which is part of the **subdivision land**:

(a) in accordance with the terms of a **voluntary contributions agreement** or any other agreement between the **landowner** of that land and the **relevant authority**, or

(b) in accordance with the requirements of Part 2 of the **Just Terms Act**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:12 of 42
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Part 4 Funding of subdivision works and development plan

4.1 Landowners Contribution

(1) Subject to the **plan**, the **relevant authority** will fund the provision, extension and augmentation of **subdivision works** and development plan costs through a contribution from each **landowner** comprising:

(a) 100% of all **individual costs** incurred by the **relevant authority** in respect of that **landowner's landholding;** and

(b) a proportion of the total **shared costs,**

calculated in accordance with the following formula:

$$LC = \left(\frac{A}{NSA} \times SC\right) + IC$$

Where:

LC is the **landowner's contribution**;

A is the area edged in red on the **plan of subdivision** which contains the **landowner's landholding**, excluding any **trunk drainage land**, **open space land**, and any **road parcels**;

NSA is the total area of all areas edged red on the **plan of subdivision**, excluding any **trunk drainage land, open space land,** any **road parcels;**

SC is the total **shared costs**; and

IC is the **individual costs**.

Notes:

*Shared costs shown in Schedules 4 and 5, and the cost of funds for landowners choosing to land trade (Schedule 6) are fixed at the amount shown in this **plan**. The **individual costs** in Schedule 6 (except the cost of funds for landowners choosing to land trade) are estimates only. The landowner's liability for **individual costs** may be greater than the estimate, and liability is for the actual **individual costs**.*

4.2 Liability to pay contribution

(1) A **landowner** will be required to make the **contribution** required by clause 4.1 under either:

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:13 of 42
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(a) a **contribution notice**; or

(b) a **voluntary contributions agreement.**

(2) A contribution notice:

(a) will be issued by the **relevant authority** at a time to be determined in the discretion of the **relevant authority,**

(b) will state the amount of the **contribution** required to be paid, and

(c) will require payment of the **contribution** by a date not less than 90 days after the date of service of the **contribution notice**.

(3) The **contribution** must be paid by the **landowner** on the date and in the manner set out in the **contribution notice** or the **voluntary contributions agreement**.

4.3 How a landowner pays for its contribution

(1) Each **landowner** may pay its **contribution** by:

(a) the payment of a sum of money equal to the amount of the **landowner's contribution (monetary contribution)**, or

(b) agreeing to the compulsory acquisition by the **relevant authority** through a voluntary contributions agreement of the whole or part of the **landowner's landholding (land trade)**, or

(c) a combination of **monetary contribution** and **land trade**.

Notes:

***Monetary contributions** and **land trades** are described in Parts 5 and 6 respectively.*

(2) Where a **landowner** chooses to pay part of its **contribution** by way of a **land trade,** and the value of the **land trade** as determined in accordance with this **plan** is less than the **landowner's contribution,** the **landowner** is required to pay a **monetary contribution** in the amount of that shortfall.

(3) A **landowner** cannot pay part of its **contribution** by way of the acquisition of **road land** by, or transfer of **road land** to, the **relevant authority**.

4.4 Voluntary contributions agreement

(1) If a **landowner** and the relevant authority agree to enter into a **voluntary contributions agreement,** that agreement will set out:

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:14 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(a) the **landowner's landholding,**

(b) the amount of the **landowner's contribution,**

(c) whether the **landowner** is paying its **contribution** by **monetary contribution, land trade** or both,

(d) the part of the **landowner's landholding,** if any, to be the subject of the **land trade,**

(e) that part of the **landowner's landholding,** if any, that is **road land,**

(f) the value of any **traded land** or **road parcel** which forms part of the **landowner's landholding** determined in accordance with this **plan,**

(g) default provisions that will operate if the **landowner** does not comply with the terms of the **voluntary contributions agreement,**

(h) the date and terms on which the **relevant authority** is entitled to vacant possession of land which it acquires,

(i) the date and terms on which the **relevant authority** may access the **landowner's** land for and in connection with the **planning purpose,** the **plan** and the **subdivision works** prior to its entitlement to vacant possession, and

(j) where it is agreed that a **land trade** will occur by compulsory process, provisions that provide the **voluntary contributions agreement** is an agreement for the purpose of section 30 of the **Just Terms Act,**

(k) such other matters as agreed by the **relevant authority** and the **landowner**.

(2) If a **landowner** does not enter into a **voluntary contributions agreement** with the **relevant authority** within 60 days of the date of gazettal of the **subdivision order**, the **relevant authority** may, in its absolute discretion do either or both of the following:

(a) exercise its right to compulsorily acquire the whole or part of the **landowner's landholding,** or

(b) require the **landowner** to make a **monetary contribution** in accordance with the **contribution notice** issued to the **landowner** under this **plan.**

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:15 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Part 5 Procedures in Respect of Monetary Contributions

5.1 Monetary contribution

(1) If a **landowner** does not pay a **monetary contribution**:

(a) in the time stipulated in the **contribution notice**; or

(b) in accordance with the terms of the **voluntary contributions agreement**,

the **relevant authority** may do either or both of the following:

(c) exercise its powers to compulsorily acquire the whole or part of the **landowner's landholding**, or

(d) take steps to recover the **monetary contribution** as a debt in a court of competent jurisdiction.

(2) All **monetary contributions** will be held by the **relevant authority** in the **fund**.

5.2 Individual costs

(1) If the **relevant authority** becomes aware that the **individual costs** for which a **landowner** is liable exceed the amount estimated in Schedule 6 for that **landholding**, the **relevant authority** may issue a notice to the **landowner** requiring payment of the amount of the exceedance and the **landowner's contribution** will be increased by that amount on the issuing of that notice.

(2) A notice under sub-clause 5.2(1) must:

(a) be in writing and served on the **landowner**,

(b) specify details and amounts of the costs incurred, and the amount by which the **individual costs** exceed the estimate in Schedule 6,

(c) if the **landowner** has not entered into a **voluntary contributions agreement**, specify the mode by which the landowner is required to meet the additional **individual costs** which may be by **monetary contribution** or by **land trade,** and the date by which payment is required (which must be a date not less than 90 days after the date of service of the notice).

(3) The **relevant authority** may issue a notice under sub-clause 5.2 (1) on more than one occasion.

(4) The provisions of Part 5, 6, 7 and 8 of this **plan** apply in respect of the increase in any **landowner's contribution** under this clause.

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:16 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Part 6 Procedures in Respect of Acquisitions, Land Trades and other matters

6.1 Compulsory acquisition

(1) Where **land** (other than **road land** or a **road parcel**) is compulsorily acquired by the relevant authority, following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the compulsorily acquired land on the market for public sale and the **relevant authority** will complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.

(2) The **net proceeds** of the sale of any compulsorily acquired land will be deposited into the **fund**.

6.2 Land trade

(1) If a **landowner** enters into a **voluntary contributions agreement** under which the **landowner** agrees to a **land trade**, the **traded land** will be as set out in that agreement.

6.3 Sale of traded land

(1) Following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the **traded land** on the market for public sale and the **relevant authority** will complete the sale of that **traded land** as soon as reasonably practicable after registration of the **plan of subdivision**.

(2) The **net proceeds** of the sale of any **traded land** will be deposited into the **fund**.

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:17 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

6.4 Road parcels

(1) The **relevant authority** is entitled to compulsorily acquire a **road parcel** for the **planning purpose** either through a **voluntary contributions agreement** or by compulsory process under the **Just Terms Act.**

(2) If a **road parcel** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the former owner of that **road parcel** the market value of the **road parcel** as set out in schedule 2.

6.5 Landowner's principal place of residence

(1) The **relevant authority**, is entitled to compulsorily acquire land that contains a **landowner's principal place of residence** for the **planning purpose**.

(2) Where land that contains the **landowner's principal place of residence** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement)**, then the **relevant authority** will, within 28 days of the acquisition date, pay the **landowner** monetary compensation in the amount of:

(a) the market value of the **landowner's landholding** as set out in Schedule 2; and

(b) an amount equal to the maximum amount of compensation in respect of solatium payable under section 60 of the **Just Terms Act.**

6.6 Sale of land containing a landowner's principal place of residence

(1) Following the completion of the **subdivision works** and at a time at is absolute discretion, the **relevant authority will** place the **landholder's landholding** on the market for public sale and the **relevant authority will** complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.

(2) The **net proceeds** of the sale of any of the **landholder's landholding** containing a **principal place of residence** will be deposited into the **fund**.

6.7 Ongoing business concern

(1) Where land that contains an **ongoing business concern** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the person who was carrying on the **ongoing business concern** an amount for relocation or extinguishment of the

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:18 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

ongoing business concern equal to the maximum amount of compensation in respect of solatium payable under section 60 of the **Just Terms Act.**

Part 7 – Compulsory Acquisition of Land

7.1 Methods of Acquisition

(1) The **relevant authority** may at any time acquire any part of **subdivision land** for the **planning purpose** in accordance with this **plan** and the **Just Terms Act** by a **voluntary contributions agreement,** or by compulsory process.

7.2 Rules regarding compensation

(1) A **landowner** whose land is acquired for the **planning purpose** is entitled to compensation from the **relevant authority** in accordance with this **plan.**

(2) Subject to this **plan,** the compensation to which a **landowner** is entitled for the acquisition of any part of their land is the carrying out of the **subdivision works,** and the performance of functions by the **relevant authority** to achieve the **planning purpose**.

(3) For the purposes of this **plan,** the **relevant authority** may request that the **landowner** or other relevant person provide written evidence in respect of the presence of a **principal place of residence** or **ongoing business concern** on any land being acquired by the **relevant authority** from the **landowner**.

Note: Amendment to Land Acquisition (Just terms Compensation Act) 1991

Clause 7(6) of Schedule 5 of the Environmental Planning and Assessment Act 1979 provides the following amendment:

> *For the purposes of this clause, a reference in the Land Acquisition (Just Terms Compensation) Act 1991 to an amount of compensation includes a reference to compensation other than monetary compensation and a reference to payment of compensation includes a reference to the provision of such compensation.*

This amendment applies to compensation under this development plan, and enables landowners to fund their contributions by providing land or a monetary contribution or both to the relevant authority.

7.3 Application of Just Terms Act

(1) To the extent that a **landowner** pays their **contribution** by the provision of land to the **relevant authority,** the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the **Just Terms Act** do not apply to that acquisition.

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:19 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(2) To the extent that the **relevant authority** compulsorily acquires **road land** from a **landowner**, the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the **Just Terms Act** do not apply to that acquisition.

(3) Division 4 of Part 3 of the **Just Terms Act** does not apply to the determination of compensation for any part of the **subdivision land** acquired by the **relevant authority** under this **plan** (including land acquired by agreement under a **voluntary contributions agreement**).

Part 8 Rules Regarding Distribution of Surplus

8.1 Surplus

(1) As soon as reasonably practicable after the **completion** of this **plan,** the **relevant authority** will pay to each **landowner** an amount calculated as follows:

$$S = (\left(\frac{A}{NSA} \times SCS\right) + NP + MC + I) - (C + CP + SP + SO)$$

Where:

S is the amount of the **surplus** to which a **landowner** is entitled;

SCS is the amount (if any) by which the actual aggregate **shared costs** incurred by the **relevant authority** falls short of the aggregate **shared costs** set out in this plan;

A is the area of the **landowner's landholding** edged in red on the **plan of subdivision** excluding any **trunk drainage land, open space land,** and any **road parcels**;

NSA is the total area of all areas edged red on the **plan of subdivision** excluding any **trunk drainage land, open space land**, and any **road parcels**;

NP means **net proceeds** from the sale by the **relevant authority** of any land that was owned by the **landowner** at the date of this **development plan**;

MC is the amount of any **monetary contribution** made by the **landowner**;

I is the interest accrued on any **monetary contribution** made by the **landowner**;

C is the **contribution** for which the **landowner** is liable;

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:20 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

CP is the amount of any compensation paid to a **landowner** for the acquisition of the **landowner's landholding** that contained the **landowner's principal place of residence**;

SP is any **specific costs** incurred by the **relevant authority** in respect of the **landowner** and the **landowner's landholding**; and

SO is the amount paid to any person who was carrying an ongoing business concern under this **plan** on the landowner's landholding.

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:21 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

SCHEDULE 1. TIMETABLE

Clause 2.1

Description	Pre-condition	Timing
• Issue of a Subdivision Order by the Minister	• Subject to required majority achieved in ballot	• Anticipated mid 2016
Implementation of the Development Plan		
• Relevant authority to lodge Development Application with Council	• Subject to Subdivision Order	• Anticipated late 2016
• Landowners to enter into Voluntary Contributions Agreement with relevant authority	• Subject to Subdivision Order	• Within 60 days of Subdivision Order
• Landowners to make their contribution	• Subject to Subdivision Order • Subject to VCA	• Within 90 days of a contribution notice being issued by relevant authority, or as per VCA
• Relevant authority to commence construction of Subdivision Works	• Subject to Development Consent/ Construction Certificate	• Anticipated in three stages, commencing with Precinct A1.
	• Subject to all VCAs signed/ all land acquisitions	• Construction period of 6 – 9 months
• Subdivision certificate received from Council	• Completion of subdivision works	• Anticipated 3 months from completion of subdivision works
• New lots ready for sale	• Registration of subdivision plan	• On registration of titles

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:22 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

SCHEDULE 2. SCHEDULE OF LAND **Clause 1.3, 7.3**

Precinct A (Stages 1-3)

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
4	LOT 66-70 SEC 29 DP 1480 Wellington Street	2,225.60	142,319.10	1.56	442,000	520,000 (excluding Lot 70 Sec 29 DP 1480 zoned for trunk drainage)
5	LOT 60-65 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	578,000	780,000
6	LOT 54-59 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	566,000	830,000
7	LOT 40-45 DP 135718 Windsor Road, LOT 46-51 DP 456639 Windsor Road, LOT 52-53 SEC 29 DP 1480 Wellington Street	6,210.90	142,319.10	4.36	895,000	1,560,000
7A (road parcel)	LOT 52 (partial) & LOT 53 SEC 29 DP 1480 Wellington Street	-	-	-	-	230,100 (road parcel)
8	LOT 47-51 SEC 30 DP 1480 Windsor Road, RESIDUE OF LOT 40-46 SEC 30 DP 1480 AF Windsor Road	7,075.80	142,319.10	4.97	702,000	1,846,000

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:23 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
9	LOT 39 SEC 30 DP 1480 Wellington Street, LOT 52-53 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	295,000	409,500
9A (road parcel)	LOT 39 SEC 30 DP 1480 Welling Street	-	-	-	-	136,500 (road parcel)
10	LOT 38 SEC 30 DP 1480 Wellington Street	-	-	-	98,300	130,000 (road parcel)
15	LOT 15-19 SEC 30 DP 1480 Wellington Street	2,782.00	142,319.10	1.95	406,000	650,000
18	LOT 5-6 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
25	LOT 58-59 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
27	LOT 54-55 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
30	LOT 29-30 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
47	LOT 38-39 SEC 32 DP 1480 Sydney Street	-	-	-	227,000	273,000 (road parcel)
11	LOT 36-37 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	500,000
12	LOT 34-35 SEC 30 SP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
17	LOT 7-8 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
19	LOT 3-4 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
31	LOT 21-28 DP 31 LOT 1480 Hobart Street	4,451.20	142,319.10	3.13	673,000	1,040,000

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:24 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
46	LOT 40-45 SEC 32 DP 1480 Junction Road	2,965.60	142,319.10	2.08	528,000	858,000
80	LOT 86-90 SEC 32 DP 1480 Crown Street	-	-	-	233,000	- (zoned for open space)
13	LOT 33 SEC 30 DP 1480 Wellington Street	556.4	142,319.10	0.39	98,300	130,000
14	LOT 21-32 SEC 30 DP 1480 Wellington Street LOT 63-70 SEC 30 DP 1480 Hobart Street	11,128.00	142,319.10	7.82	987,000	2,470,000
16	LOT 9-14 SEC 30 DP 1480 Wellington Street LOT 75-85 SEC 30 DP 1480 Hobart Street	8,346.00	142,319.10	5.86	1,060,000	1,976,710 (excluding LOT 13 SEC 30 DP 1480 & LOT 83 SEC 30 DP 1480 zoned for trunk drainage
20	LOT 1-2 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
21	LOT 86-90 SEC 30 DP 1480 Hobart Street	2,782.00	142,319.10	1.95	516,000	1,040,000
22	LOT 1 DP 790369 Hobart Street	1,672.00	142,319.10	1.17	346,000	409,500
23	LOT 61-62 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
24	LOT 60 SEC 30 DP 1480 Hobart Street	556.40	142,319.10	0.39	116,000	136,500
26	LOT 56-57 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
29A	LOT 31-32 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	267,000	273,000

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:25 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
298	LOT 33-35 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
32	LOT 17-19 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
33	LOT 14-16 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
34	LOT 12-13 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
35	LOT 10-11 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
36	LOT 8-9 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
37	LOT 1 SEC 31 DP 1480 Edmund Street, LOT 2-7 SEC 31 DP 1480 Hobart Street	3,894.80	142,319.10	2.74	748,000	955,500
38	LOT 72-90 SEC 31 DP 1480 Sydney Street	10,571.60	142,319.10	7.43	1,190,000	2,340,000
39	LOT 67-70 SEC 31 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	430,000	546,000
40	LOT 65-66 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
41	LOT 63-64 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
42	LOT 61-62 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
43	LOT 59-60 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
44	LOT 57-58 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	229,000	273,000
45	LOT 52-56 SEC 31 DP 1480 Sydney Street	2,782.00	142,319.10	1.95	377,000	884,000

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:26 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
48	LOT 28-37 SEC 32 DP 1480 Sydney Street, LOT 56-61 SEC 32 DP 1480 Crown Street	8,902.40	142,319.10	6.26	1,050,000	2,080,000
49	LOT 25-27 SEC 32 DP 1480 Sydney Street	1,669.20	142,319.10	1.17	332,000	429,000
50	LOT 21-24 SEC 32 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	455,000	936,710
51	LOT 18-19 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
52A	LOT 17 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	104,000	136,500
52B	LOT 16 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	104,000	136,500
53	LOT 14-15 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
54	LOT 12-13 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
55	LOT 1-11 SEC 32 DP 1480 Sydney Street	3,010.90	142,319.10	2.12	737,000	955,500 (excluding LOT 1-4 SEC 32 DP 1480 zoned for open space)
55A (road parcel)	LOT 5 & 6 (partial) SEC 32 DP 1480 Sydney Street	-	-	-	-	218,400 (road parcel)
81	LOT 80-85 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	473,000	962,710 (excluding LOT 84-85 SEC 32 DP 1480 zoned for open space)

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Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:27 of 42
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Property Identification No.	Landholding	Landowner's landholding (A) m^2	Net Subdivision Area (NSA) m^2	Landowner's Apportionment (A/NSA) %	Land Value ($) Valuation of Land Act	Market Value* ($) Just Terms Act
82	LOT 74-79 SEC 32 DP 1480 Crown Street	3,338.40	142,319.10	2.35	406,000	819,000
83	LOT 72-73 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	286,000
84	LOT 69-70 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
85	LOT 66-68 SEC 32 DP 1480 Crown Street	1,669.20	142,319.10	1.17	399,000	448,500
86	LOT 64-65 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
87	LOT 62-63 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
88	LOT 52-55 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	578,000	884,000
89	LOT 46-51 SEC 32 DP 1480 Junction Road	2,870.70	142,319.10	2.02	415,000	1,521,710

Note: * Market Value includes solatium where applicable.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:28 of 42
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SCHEDULE 3: PLAN OF SUBDIVISION **Clause 2.1**

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:29 of 42
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29 of 42

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:30 of 42
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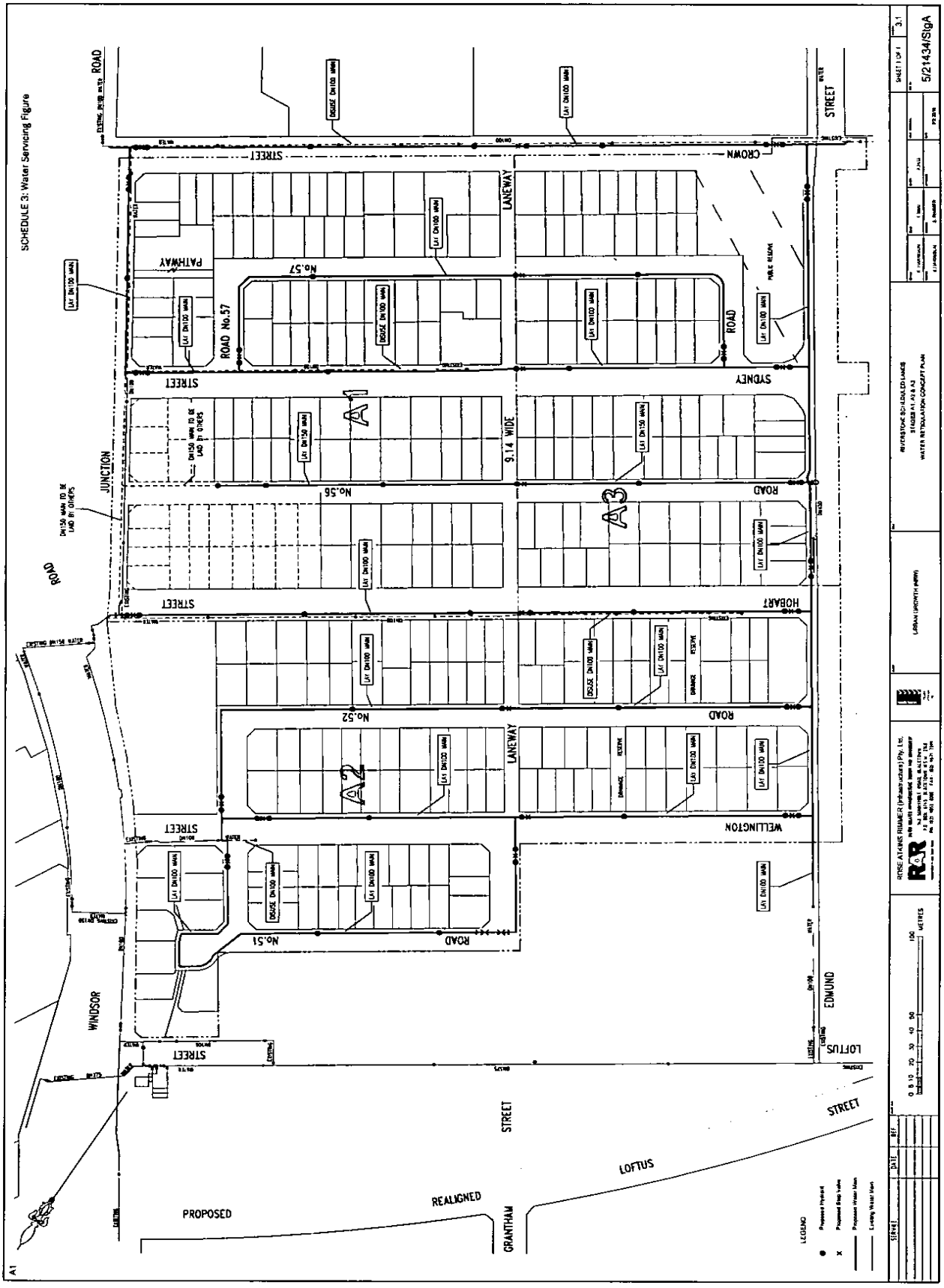

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:31 of 42
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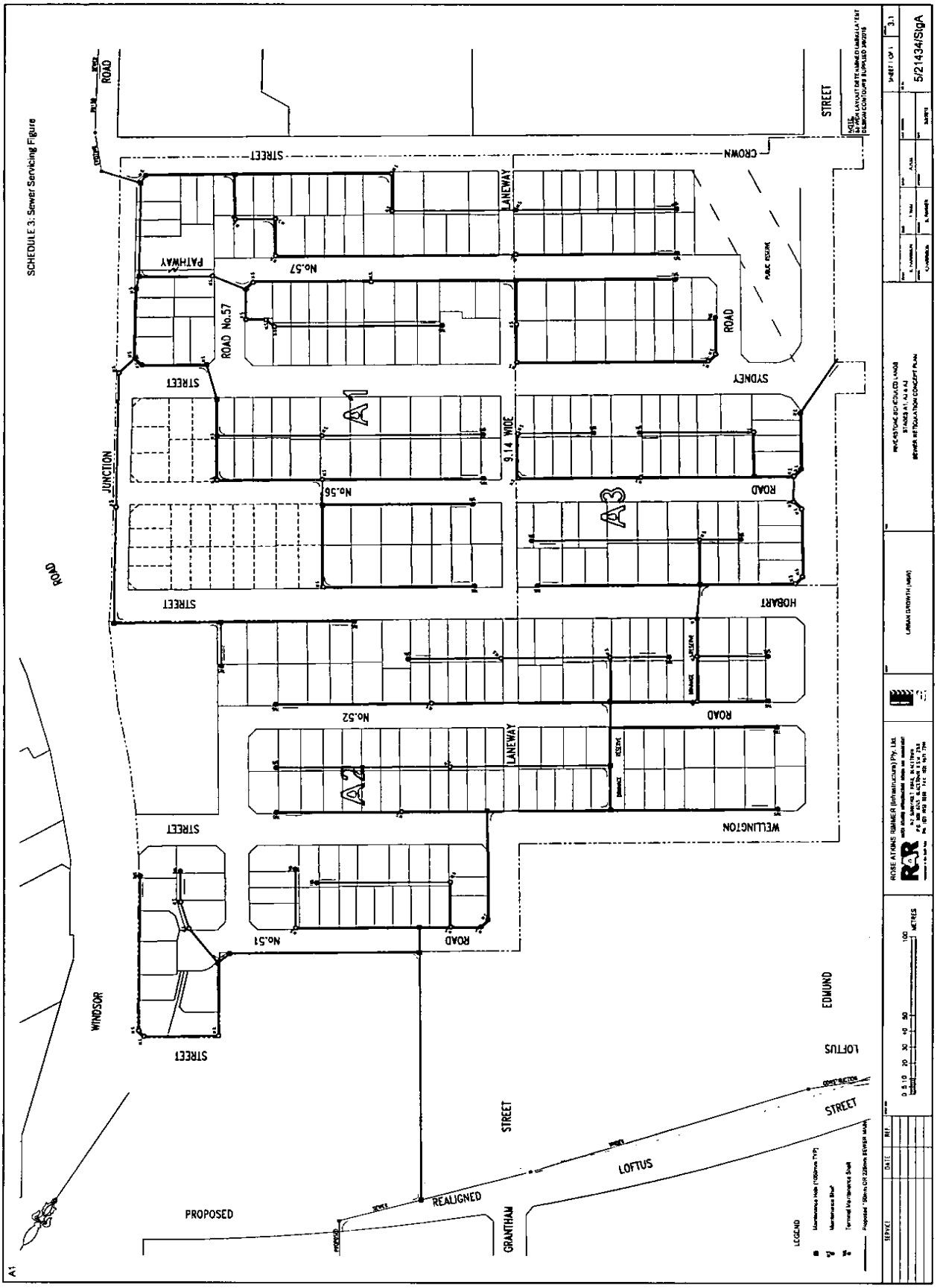

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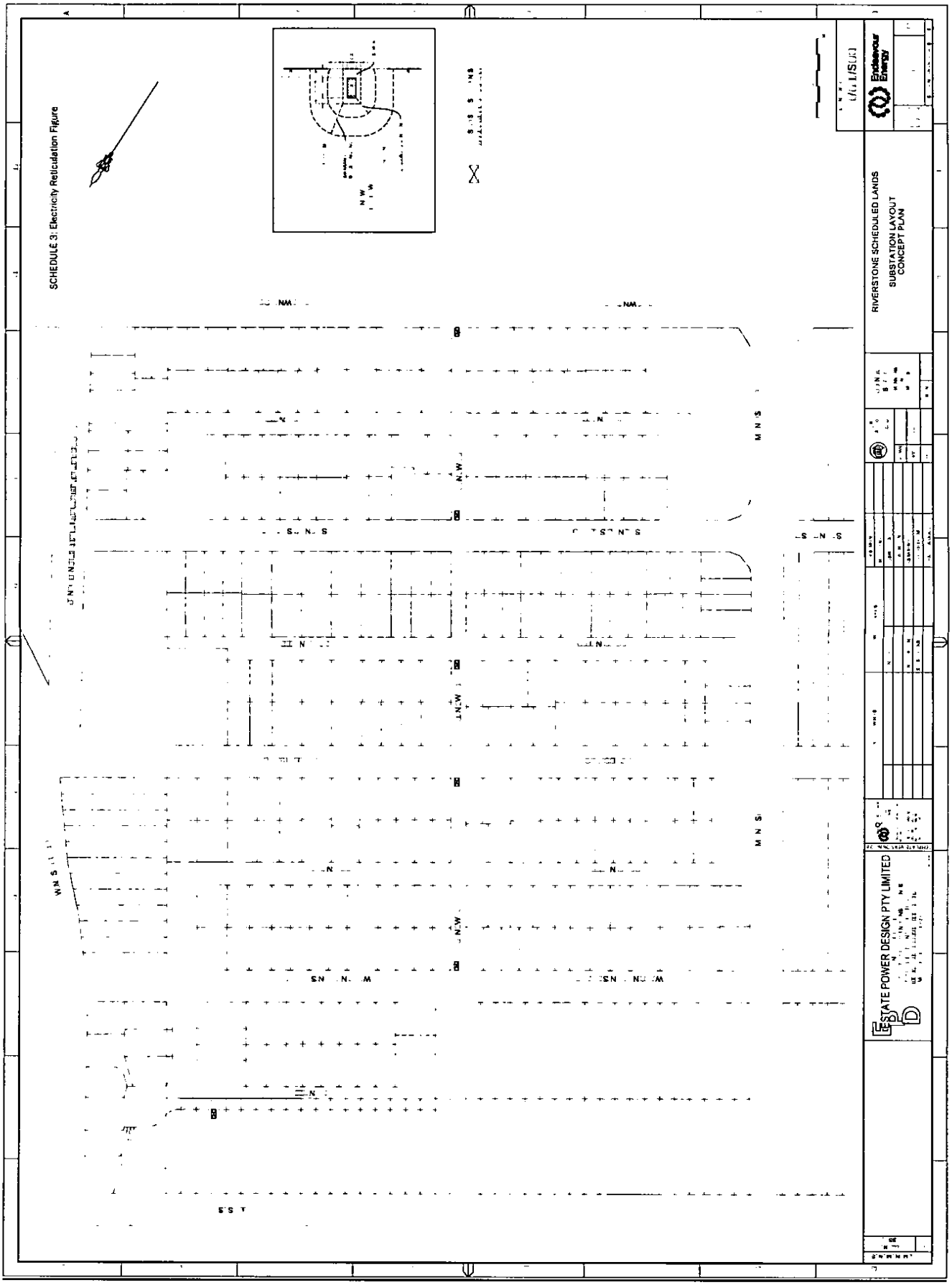

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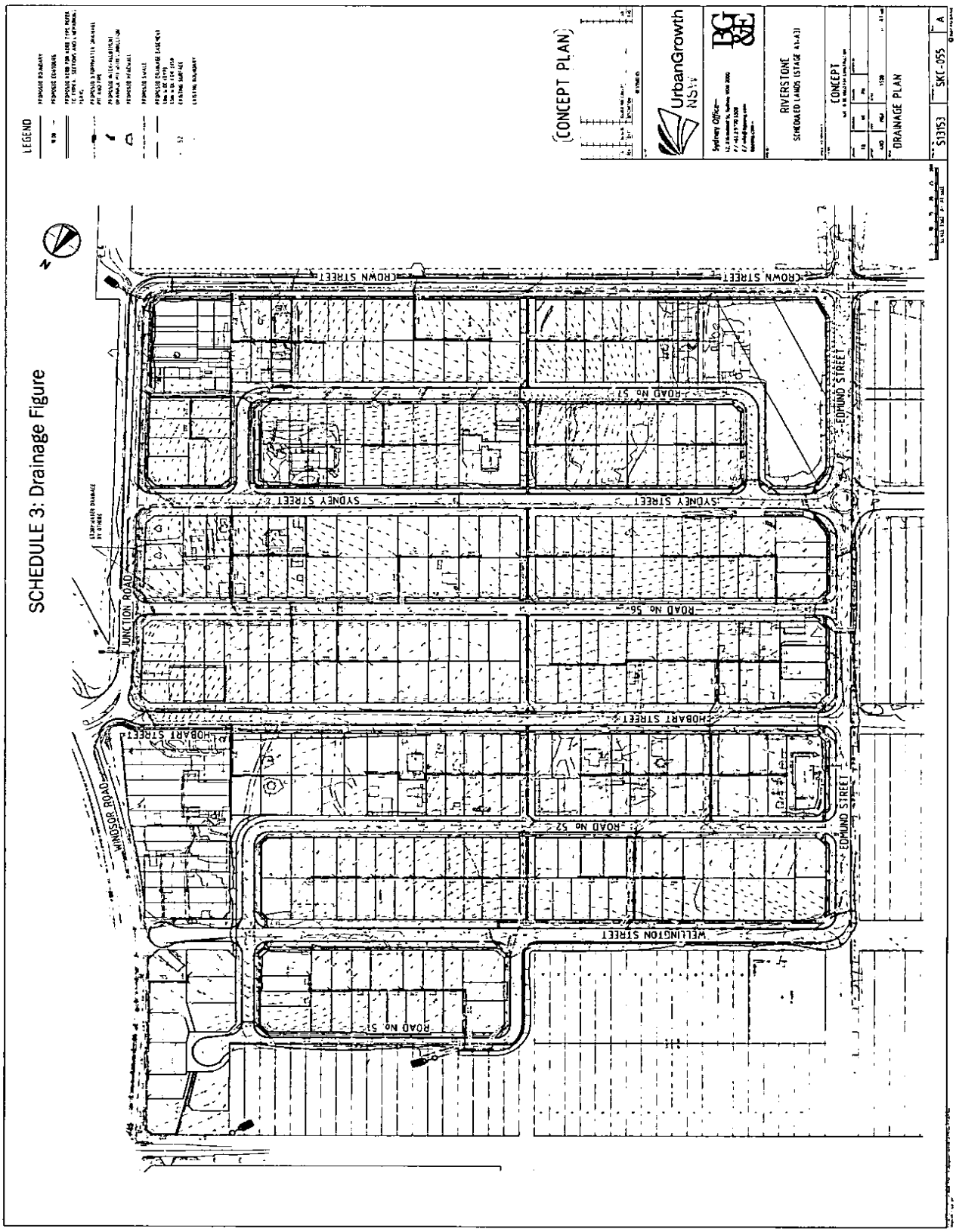
SCHEDULE 3: Drainage Figure



Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:34 of 42
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SCHEDULE 4 SHARED COSTS – COST OF SUBDIVISION WORKS

Description	Estimated costs ($ excl GST)
(1) Cost of subdivision works	
Cost of Subdivision works (excluding remediation and demolition)	
Roads and drainage	7,285,638
Water supply	1,300,160
Sewerage services	2,493,064
Electricity	2,624,717
Telecommunications and Gas supply	464,250
Works required for the purposes of, or ancillary to the above	7,281,546
Total costs of subdivision works	**21,449,375**

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:35 of 42
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SCHEDULE 5: SHARED COSTS - DEVELOPMENT PLAN COSTS

Description	Estimated costs ($ excl GST)
Costs of obtaining or preparing any reports	
Consultants including but not limited to project management, civil, design, survey, planning and geotechnical	3,643,207
Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works	
Application fees: DA & CC	616,000
Relevant authority administrative costs relating to the development plan	
Development manager	2,493,000
Development Plan drafting, ballot and obtaining subdivision order	459,200
Total shared Development Plan costs	**7,211,407**

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:36 of 42
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SCHEDULE 6: INDIVIDUAL COSTS **Clause 5.2**

Description	Estimated costs ($ excl GST)
Cost of subdivision works	
Cost of Remediation works	152,497
Cost of demolition works	468,925
Development Plan costs	
Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works	
Section 94 contribution (local infrastructure)	Based on $31,850 per new lot created
Special Infrastructure Contribution	Based on $21.50 per m^2 NDA*
Cost of Funds - interest costs for financing works (land traders only)	Based on $28.22 per A m^2

Note:

Individual costs identified in this **Plan** are estimates only and may change. The actual cost of **individual costs** will be determined when the subdivision works are completed.

* Net Developable Area (NDA) is as defined in the Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Centres) Determination 2011

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:37 of 42
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SCHEDULE 7: SUBDIVISION LAND PLAN **Clause 1.3**

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:38 of 42
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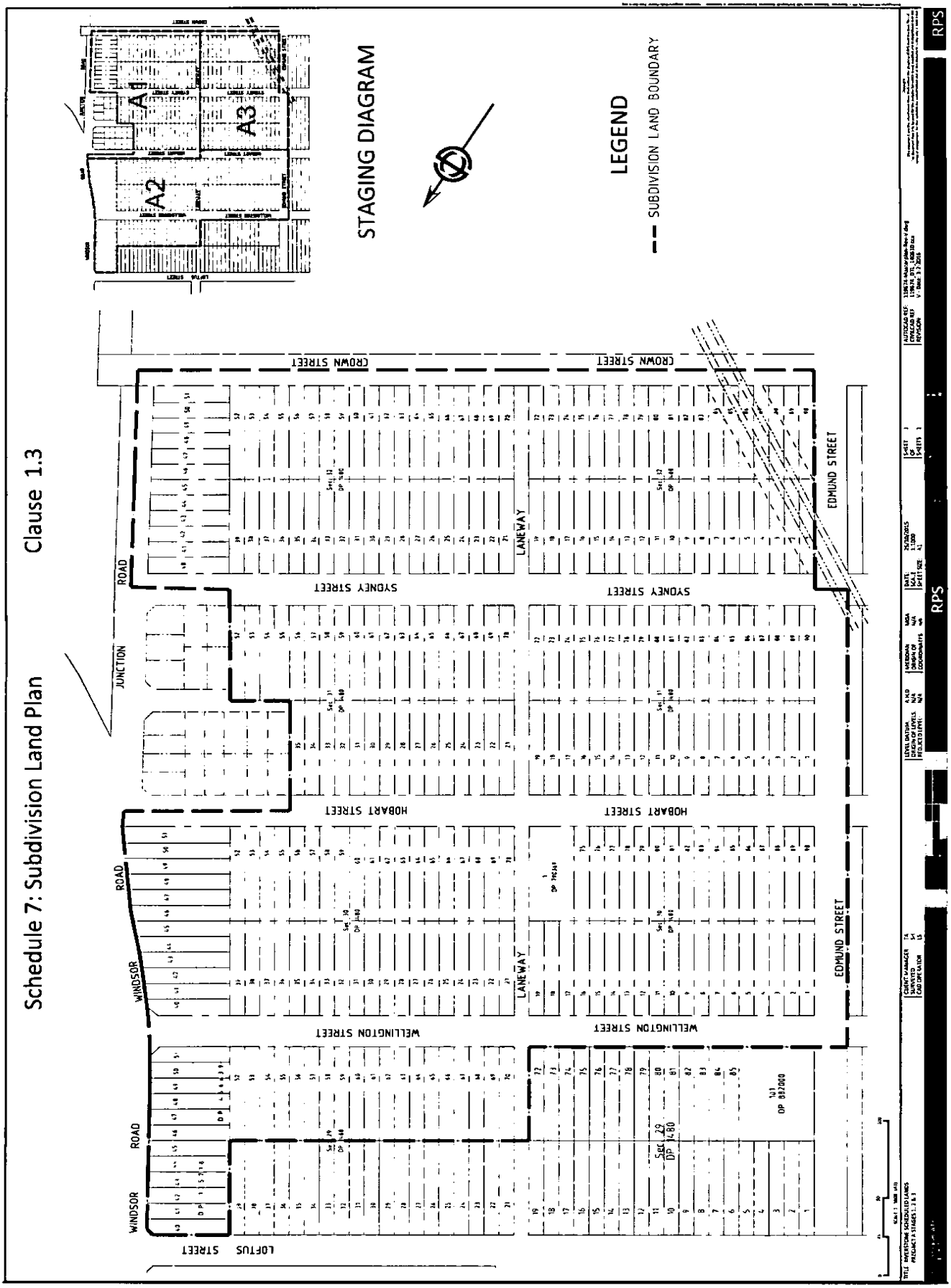
Schedule 7: Subdivision Land Plan Clause 1.3



Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:39 of 42
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DICTIONARY

The **Act** means the *Environmental Planning and Assessment Act 1979.*

completion of this **plan** means the later of the date of completion of all **subdivision works** and the date of completion of the contract for sale by the **relevant authority** of the last lot of **traded land** the subject of a **land trade** under this **plan.**

contribution means the amount calculated in accordance with clause 4.1, as varied under subclause 5.2(1).

contribution notice means a notice issued under clause 9(1) of Schedule 5 of the **Act** requiring the payment of a **contribution.**

demolition means the works required for and ancillary to the plan as contained in Schedule 3.

electricity reticulation figure means the plan as contained in Schedule 3 to this **plan**.

fund means the fund established by the **relevant authority** approved by the Minister, under clause 10 of Schedule 5 of the **Act**, into which **monetary contributions** and other amounts are to be paid under this **plan**.

individual costs means the actual costs incurred by the **relevant authority** in respect of the **landowner's landholding** in relation to:

(a) **remediation** and **demolition** works,

(b) contributions, levies or charges required paid or payable under s94, 94A or 94EF of the Act, and

(c) the **relevant authority**'s cost of funds (except to the extent that a **landowner** makes a **monetary contribution**),

an estimate of which is contained in Schedule 6 to this **plan**.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991.*

land contamination means contamination of land as defined in section 5 of the *Contaminated Land Management Act 1997.*

landholding means a lot, or more than one lot, held in the same ownership as at the date of this **development plan**.

landowner means the registered proprietor of land in the **subdivision land** from time to time, prior to the acquisition of the land or part of the land by the **relevant authority**. Where there is more than one registered proprietor of a **landholding** they are taken to be one landowner.

landowners means all of the landowners of the **subdivision land**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:40 of 42
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land trade has the meaning given to that phrase in clause 4.3.

monetary contribution has the meaning given to that phrase in clause 4.3

net proceeds means the proceeds of the sale by the **relevant authority** of any part of a **landowner's landholding** that was acquired by the **relevant authority** under this **plan**, after deduction of GST payable in connection with the sale of the land and any other relevant taxes.

ongoing business concern means a business being lawfully carried out by a person on a **landholder's landholding**.

open space land is land designated for open space purposes on the **plan of subdivision**.

plan means this development plan.

plan of subdivision means the proposed plan of subdivision as contained in Schedule 3 to this **plan**.

planning purpose is the planning purpose for which the **subdivision order** is made, and is described in clause 1.2.

principal place of residence is where the **landowner** lives in a dwelling on the **landholder's landholding** for more than 50 per cent of the time in each week.

regulation means the *Environmental Planning and Assessment Regulation 2000*.

relevant authority is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150, as specified in the **subdivision order**.

remediation means the works required for, and ancillary to:

- preparing a long-term management plan for land if appropriate and required due to **land contamination**,
- removing, dispersing, destroying, reducing, mitigating or containing **land contamination**,
- eliminating or reducing any hazard arising from **land contamination**.

remediation of land contamination figure means the plan as contained in Schedule 3 to this **plan**.

road land means the land shown in grey on the **plan of subdivision.**

road parcel means the land coloured purple on the **plan of subdivision.**

sewerage servicing figure means the plan as contained in Schedule 3 to this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:41 of 42
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shared costs means:

(a) the costs of the provision, extension and augmentation of the **subdivision works** excluding **demolition** and **remediation** on the **subdivision land,** as set out in Schedule 4 to this **plan**, and

(b) development plan costs, as that term is defined in the Act, and as set out in Schedule 5 to this **plan**.

specific costs means the following costs actually incurred in respect of a **landowner** and that **landowner's landholding** (as it was prior to any acquisition by the **relevant authority**):

(a) the costs incurred by the Sheriff (or prescribed person) in delivering possession of land to the **relevant authority** if vacant possession is not delivered to the **relevant authority** as required under this **plan,**

(b) the administrative, marketing, sales commission, and legal costs involved in the sale of land the subject of a **land trade,**

(c) any costs incurred by the **relevant authority** as a result of any default by the **landowner** of its obligations under a **voluntary contributions agreement**, or any failure of a **landowner** to comply with a **contribution notice** including:

(i) all fees and charges necessarily or reasonably incurred by the **relevant authority** in remedying the breach, and

(ii) all legal costs and expenses reasonably incurred by the **relevant authority** by reason of the breach,

(d) any legal or other costs incurred by the **relevant authority** in respect of any proceedings commenced in the Land & Environment Court by a **landowner** in relation to any matter concerning this **plan**, and

(e) any amount which the **relevant authority** has been required to pay to a holder of any interest in the land (as defined in the **Just Terms Act**) owned by the **landowner** as a result of any acquisition by the **relevant authority** of that interest in the **landowner's landholding,**

except to the extent that any such costs have already been recovered from the **landowner** under this **plan** or a **voluntary contributions agreement**.

subdivision land means the land shown on the **subdivision land plan**, in respect of which the **subdivision order** is made.

subdivision land plan means the plan showing the existing **subdivision land** in Schedule 7 to this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743383 /Doc:DL AK937116 /Rev:07-Dec-2016 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:42 of 42
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subdivision order means a subdivision order as defined in clause 1 of Schedule 5 of the **Act** in respect of the **subdivision land** and this **plan**.

subdivision works means all works required for, and ancillary to, the carrying out of the subdivision on the **subdivision land**, being the works described in clause 3.1.

surplus means the amount (if any) which a **landowner** is entitled to receive from the **relevant authority**, calculated in accordance with clause 8.1.

traded land means land offered and accepted by the **relevant authority** as a **land trade** in accordance with a **voluntary contributions agreement**.

trunk drainage land is land designated for drainage in the **plan of subdivision**.

voluntary contributions agreement is a voluntary agreement between the **relevant authority** and a **landowner** which may be made pursuant to section 30 of the **Just Terms Act** under which the **landowner** agrees to pay the **landowner's contribution** by making a **monetary contributions** or a **land trade** or both.

water servicing figure means the plan as contained in Schedule3 to this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:1 of 134
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9

Form: 11R
Release: 4.2
Licence: 08-06-912
Licensee: Henry Davis York

REQUEST

New South Wales
Real Property Act 1900

AM941424R

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Office of State Revenue use only.

(B) **TORRENS TITLE** — 80/32/1480, Auto Consol 977-91 (being Lots 81-82 Sec 32 in DP 1480) and Auto Consol 2323-14 (being Lots 83-85 Sec 32 in DP 1480)

(C) **REGISTERED DEALING**

Number	Torrens Title

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
984A	Landcom DX 28648 Parramatta 1237047 Reference (optional): SO549: id 81

(E) **APPLICANT** — Landcom ABN 79 268 260 688

(F) **NATURE OF REQUEST** — Application to register a voluntary contributions agreement between the applicant and the registered proprietor pursuant to clauses 17(2) and 17(3) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW).

(G) **TEXT OF REQUEST**

The registered proprietor(s) and the applicant request that the Registrar-General makes an entry on the folio(s) of the register specified in marginal note (B) that the land is subject to a voluntary contributions agreement within the meaning of clause 17(1) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW). A true copy of that voluntary contributions agreement is attached to this request in Annexure "B".

DATE 27 / 11 / 17
dd mm yyyy

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity See Annexure A on Page

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS

ID No. Full name: Signature:.....

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

17698493_1/JYH/3139889

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:2 of 134
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THIS IS ANNEXURE "A" TO THE REQUEST BY LANDCOM ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

(H)

EXECUTION BY APPLICANT

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

Signature of witness

Belinda Lambert
Name of witness

60 Station Street, Parramatta
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name: Sandra Lee
Attorney's Position Acting General Counsel
Signing on behalf of Landcom
Power of Attorney Book 4716
No: 509

I certify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence.

Signature of witness

Belinda Lambert
Name of witness

60 Station Street, Parramatta
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name: Amanda Abassad-Bruun
Attorney's Position: Senior Solicitor
Signing on behalf of Landcom
Power of Attorney Book 4716
No 509

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:3 of 134
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EXECUTION BY REGISTERED PROPRIETOR

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

Signature of witness

DONA KANNANGARA
Name of witness
6 NAMBUCCA STREET
TURRAMURRA 2074
Address of witness

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

Signature of registered proprietor

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

Signature of witness

DONA KANNANGARA
Name of witness
6 NAMBUCCA STREET
TURRAMURRA 2074
Address of witness

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

Signature of registered proprietor

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:4 of 134
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THIS IS ANNEXURE "B" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

Voluntary Contributions Agreement between the applicant and the registered proprietor

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:5 of 134
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Riverstone Landowners Voluntary Contributions Agreement

under the
Environmental Planning and Assessment Act 1979

Landcom (t/a UrbanGrowth NSW)

Address: Level 14, 60 Station Street Parramatta, NSW 2150
Telephone: (02) 9841 8600
Facsimile: (02) 9841 8688
Email: riverstone@urbangrowth.nsw.gov.au
Representative: George Popovic

and

NJY Holdings NSW Pty Ltd

Address: Unit 6, 322 Annangrove Road, ROUSE HILL, NSW, 2155
Telephone: 0425 252 270
Facsimile:
Email: normany@ratsa.com.au

Land:

LOT 80-85 SEC 32 DP 1480

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:6 of 134
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Riverstone Landowner's Voluntary Contributions Agreement

Under clause 17 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*

parties

Landcom (t/a UrbanGrowth NSW) ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta, NSW 2150 **(UrbanGrowth NSW)**

and

NJY Holdings NSW Pty Ltd ACN 610 520 244 of Unit 6, 322 Annangrove Road, ROUSE HILL, NSW, 2155 **(landowner)**

Background

A UrbanGrowth NSW is established as a corporation under s5(1) of the *Landcom Corporation Act 2001* with the corporate name of Landcom and trades under the name of *UrbanGrowth NSW*.

B UrbanGrowth NSW is designated in the **subdivision order** as the relevant authority in respect of the **land**.

C The **landowner** is the owner of the **land**.

D UrbanGrowth NSW has issued the **landowner** a **contribution notice** requiring the **landowner** to make a **contribution** towards the **costs** of **subdivision works** and **development plan costs**.

E The landowner has elected to make a voluntary contribution.

F This **agreement** sets out the manner in which that **contribution** is to be made.

G UrbanGrowth NSW is authorised to enter into this **agreement** pursuant to clause 13(a) of Schedule 5 of the **Act** and the functions conferred on it by the **subdivision order**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:7 of 134
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Operative provisions

PART 1 - PRELIMINARY

1 Status of this agreement

1.1 This **agreement** is a voluntary contributions agreement within the meaning of clause 17(1) of Schedule 5 of the **Act**.

1.2 This **agreement** is also an agreement between the parties pursuant to section 30 of the **Just Terms Act** in respect of the **monetary contribution**, **land trade** or acquisition of the whole or any part of the **land** or an **interest** in the **land** contemplated by or permitted under this **agreement**.

2 Commencement of this agreement

2.1 This **agreement** commences on the date on which it has been executed by all **parties**.

2.2 The **party** who executes this **agreement** last is to insert on the front page the date they did so and provide a copy of the fully executed and dated **agreement** to any other person who is a **party**.

3 Warranties

3.1 The **landowner** warrants that it is the legal and beneficial owner of the **land** and:

3.1.1 has full capacity to enter into this **agreement**, and

3.1.2 is able to fully comply with his or her obligations under this **agreement**.

4 Modification of the plan of subdivision

4.1 The **plan of subdivision** may be varied by UrbanGrowth NSW if:

4.1.1 the variation is minor within the meaning of clause 268ZL(5) of the **Regulation**; or

4.1.2 the **development plan** is amended in accordance with the **Act** and **Regulation** to contain a modified plan of subdivision, to reflect the changes to the **plan of subdivision** which forms part of the amended **development plan**.

5 Landowner's Consent and Execution of Documents

5.1 The **landowner** consents to the lodgement by UrbanGrowth NSW of applications for **subdivision certificates** in respect of the **plan of subdivision**.

5.2 The **landowner** also consents to the creation of any easements or covenants which affect the **land** which are either:

5.2.1 shown on the **plan of subdivision**; or

5.2.2 required by the local council or other authority as a condition of issuing the **subdivision certificates**; or

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:8 of 134
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5.2.3 otherwise reasonably necessary to effect the **subdivision works**.

5.3 The **landowner** must sign, and must procure all persons with a **registered interest** whose signature is required to sign, all documents reasonably necessary to:

5.3.1 register plans to give effect to the **plan of subdivision**;

5.3.2 create any easements or covenants referred to in clause 5.2; and

5.3.3 give effect to the **plan of subdivision** and those easements or covenants,

and deliver the signed documents to UrbanGrowth NSW on execution of this **agreement**, or within 14 days of being requested to do so by UrbanGrowth NSW, .

5.4 The **landowner** must, by the **final date**, either produce to UrbanGrowth NSW written evidence (including any title production number given to the **landowner** or its **mortgagee** by LPI) that the certificate of title to the **land** has been lodged with LPI for the purpose of this **agreement**, or provide (or procure the provision of) the certificate of title to the land to UrbanGrowth NSW to hold in escrow to be produced to LPI for the purposes of this **agreement**. The **landowner** may not (and may not permit any other person to) uplift any title documents so produced without the consent of UrbanGrowth NSW.

5.5 If the **landowner** or any other **interest holder** does not comply with clause 5.3 or 5.4, then UrbanGrowth NSW may apply to the Registrar-General under the Real Property Act 1900 for a dispensation of the requirement to produce the certificate of title to the **land** or any other document when registering plans or dealings for the purposes of this **agreement**.

5.6 If the **landowner** or any other **interest holder** does not comply on time with a requirement in this clause 5, UrbanGrowth NSW is not required to give the **landowner** or any other person a notice under clause 18.1 before UrbanGrowth NSW exercises any of its rights under this clause or any other clause of this **agreement**.

PART 2 – URBANGROWTH NSW'S OBLIGATIONS

6 Implementation of Development Plan and Carrying out of Subdivision Works

6.1 Subject to all **landowners** making their **contributions**, UrbanGrowth NSW will:

6.1.1 carry out the **subdivision works**; and

6.1.2 subdivide the **subdivision land** in accordance with the **plan of subdivision**,

in accordance with the **development plan**.

6.2 To give effect to UrbanGrowth NSW's obligations under clause 6.1, UrbanGrowth NSW may take any action UrbanGrowth NSW is permitted to undertake under the **development plan**, the **subdivision order**, any laws, or as UrbanGrowth NSW determines are required in its absolute discretion, including:

6.2.1 causing the **subdivision works** to be undertaken on the **subdivision land**, including:

(a) works for the purpose of roads, as shown on the **plan of subdivision**,

(b) works for the purpose of water supply, as shown on the water servicing figure in Schedule 3 of the **development plan**,

(c) works for the purpose of sewerage services, as shown on the sewerage servicing figure in Schedule 3 of the **development plan**,

(d) works for the purpose of drainage, as shown on the drainage figure in Schedule 3 of the **development plan**,

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:9 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(e) works for the purpose of electricity supply, as shown on the electricity reticulation figure in Schedule 3 of the **development plan**,

(f) works for the purpose of gas supply,

(g) works for the purpose of telecommunications,

(h) works for the purpose of site remediation, in accordance with the Remediation Action Plan from DLA Environmental dated September 2016,

(i) works for the purpose of demolition as shown in RPS Survey Plan dated 28 April 2014, and

(j) works required for the purposes of, or ancillary to, the above works, and

6.2.2 subject to the terms of this **agreement** and the **development plan**, procuring lodgement of all plans and documents necessary to subdivide the **subdivision land** in accordance with the plan of subdivision, or as permitted by the **subdivision order**, the **development plan**, by law or under this **agreement**.

PART 3 - LANDOWNER'S CONTRIBUTION

7 Contribution Liability

7.1 This **agreement**, for so long as it remains on foot, overrides any **contribution notice** issued to the **landowner**.

7.2 The **landowner** must provide the **contribution** in accordance with the provisions of this **agreement**.

8 Landowner's Election

8.1 The **landowner** elects to meet its **contribution** by way of:

8.1.1 a monetary contribution; or

8.1.2 a **land trade**; or

8.1.3 partly a **monetary contribution** and partly a **land trade**,

as specified in the **reference schedule**.

9 Land Trade

9.1 The **landowner** agrees to UrbanGrowth NSW compulsorily acquiring the **traded land** on the terms and conditions set out in the **development plan** and this **agreement**.

10 Road land

10.1 The **landowner** agrees to UrbanGrowth NSW compulsorily acquiring the **road land** owned by the **landowner** (or an **interest** in that land) if UrbanGrowth determines to do so in accordance with the **development plan**.

10.2 The **landowner** agrees that the compensation to which it is entitled for the acquisition of the **road land** is the carrying out of the **subdivision works**, and the performance of functions by UrbanGrowth NSW to achieve the **planning purpose**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:10 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

10.3 The landowner agrees that it will not be entitled to any monetary compensation for the acquisition of the road land or an interest in the road land.

10.4 If UrbanGrowth NSW determines that it will not compulsorily acquire the road land owned by the landowner, the landowner must do all things necessary or required by UrbanGrowth NSW to dedicate that road land as a public road, including by executing the plan of subdivision or another plan giving effect to the dedication of the road land as a public road.

11 Additional individual costs

11.1 The landowner acknowledges that the contribution includes a component for individual costs, based on an estimate of costs in accordance with the development plan, and a component for shared costs.

11.2 UrbanGrowth NSW is entitled to issue notices under the development plan to require the landowner to pay additional amounts to reflect the amount by which the actual individual costs incurred by UrbanGrowth NSW exceed the estimated amounts shown in the development plan.

11.3 Despite the provisions of the development plan, UrbanGrowth NSW agrees that it will not increase the component of the contribution for shared costs, nor the component of the individual costs described in the development plan as 'cost of funds', except as permitted under clause 11.4.

11.4 If UrbanGrowth NSW exercises a right contemplated under 17.6, UrbanGrowth NSW may include in the calculation of individual costs described in the development plan as 'cost of funds' an amount calculated as follows:

$$C = \frac{D \times I \times N}{365}$$

where

C is the amount by which the estimate of the cost of funds component of individual costs will be increased from the estimated amount specified in Schedule 6 of the development plan as 'cost of funds'

D is the amount paid to the mortgagee and any other costs or expenses incurred by UrbanGrowth in connection with the mortgage

I is the interest rate

N is the number of days in the period commencing on the date UrbanGrowth NSW pays the amount 'D' and ending on the date on which "completion of this plan" (as defined in the development plan) occurs.

11.5 Subject to clause 11.3, if UrbanGrowth NSW issues a notice in accordance with the development plan, the contribution is increased by the amount of the additional individual costs so notified.

11.6 The landowner may elect to pay the additional individual costs the subject of a notice under the development plan by:

11.6.1 paying that amount within 20 business days of the date of the notice; or

11.6.2 if they have additional land to trade (in addition to any traded land or road land), by agreeing to include part or all of that additional land (in whole lot increments) in the traded land and the area of the traded land specified in the reference schedule and the traded land in schedule 4 are taken to have been amended accordingly.

12 Surplus

12.1 UrbanGrowth NSW will pay the surplus to the landowner as soon as practicable after completion in accordance with the development plan.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:11 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

PART 4 – ACCESS TO LAND

13 Access before Acquisition

13.1 The **landowner** agrees that UrbanGrowth NSW can access the **land** at any time prior to any part of the **land** being vested in UrbanGrowth NSW for the **planning purpose** in accordance with the conditions set out in Schedule 6.

14 Access after Acquisition

14.1 UrbanGrowth NSW must notify the **landowner** 7 days prior to the expected date of publication of any acquisition notice in respect of the **land** in the Government Gazette that it intends to publish that notice.

14.2 The **landowner** agrees that it will provide vacant possession of the whole of the **land** acquired under this **agreement** within 7 days after the publication of the acquisition notice in the Government Gazette.

14.3 The **landowner** releases UrbanGrowth NSW from and against any **claim** which the **landowner** or a person who makes a **claim** through the **landowner** may have against UrbanGrowth NSW in connection with the exercise of UrbanGrowth NSW's rights under this clause.

PART 5 – SECURITY AND ENFORCEMENT

15 Registration of this agreement

15.1 The **parties** agree to register this **agreement** for the purposes of clause 17(2) of Schedule 5 of the **Act**.

15.2 On execution of this **agreement**, the **landowner** is to give UrbanGrowth NSW:

15.2.1 the 'Request' form contained in Schedule 7, completed and executed by:

(a) the landowner; and

(b) if, at the time the **landowner** enters into this **agreement**, the **landowner's land** is subject to a registered mortgage, the landowner's **mortgagee**,

in registrable form;

15.2.2 the written irrevocable consent of each person who has a **registered interest** in the **land** to the registration of this **agreement**, in the form contained in Schedule 9, completed with details of the person who has the **registered interest** and signed by or on behalf of that person; and

15.2.3 either:

(a) written evidence (including any title production number issued by **LPI**) that the certificate of title to the **land** has been lodged with **LPI** for the purposes of this **agreement**; or

(b) the certificate of title to the **land**, which is then to be held in escrow and to be produced to **LPI** by UrbanGrowth NSW for the purposes of this **agreement**.

15.3 The **landowner** may not (and may not permit any other person to) uplift any title documents produced in accordance with clause 15.2.3(a) without the consent of UrbanGrowth NSW.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:12 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

15.4 If the **landowner** does not comply with clause 15.2.3, then UrbanGrowth NSW may apply to the Registrar-General under the *Real Property Act 1900* for a dispensation of the requirement to produce the certificate of title to the land for the purposes of registering this **agreement** on the title to the **land**.

15.5 The **landowner** is to do such other things as are reasonably necessary to enable registration of this **agreement** to occur, including assisting UrbanGrowth NSW with replying to and complying with any requisitions raised by LPI in relation to the registration of this **agreement**.

15.6 The **parties** are to do such things as are reasonably necessary to remove any notation relating to this **agreement** from the title to the **land** once the **landowner** has completed its obligations under this **agreement** to the reasonable satisfaction of UrbanGrowth NSW or this **agreement** is terminated or otherwise comes to an end for any other reason.

16 Restriction on dealings

16.1 The **landowner** is not to:

16.1.1 sell or transfer the **land**, or

16.1.2 assign the **landowner's** rights or obligations under this **agreement**, or novate this **agreement**,

to any person unless:

16.1.3 the **landowner** has, at no cost to UrbanGrowth NSW, first procured the execution by the person to whom the **land** or part is to be sold or transferred or the **landowner's** rights or obligations under this **agreement** are to be assigned or novated, of a deed or other agreement in favour of UrbanGrowth NSW on terms reasonably satisfactory to UrbanGrowth NSW, and

16.1.4 UrbanGrowth NSW has given written notice to the **landowner** stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing the **landowner's** obligations under this **agreement**, and

16.1.5 the **landowner** is not in breach of this **agreement**, and

16.1.6 UrbanGrowth NSW otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

16.2 The **landowner** must not grant any new lease, licence or any other occupany rights in respect of the **land** after the date of this **agreement** without the prior written approval of UrbanGrowth NSW, which approval shall not be unreasonably withheld.

17 Mortgage interests in the land

17.1 If, at the time the **landowner** enters into this **agreement**, the **landowner's land** is subject to a registered **mortgage**, the landowner must procure the execution by the **mortgagee** of a **financier's consent deed** on or prior to the date of this **agreement**.

17.2 The **landowner** warrants that there is no unregistered **mortgage** or other **interest** in the **land** as at the date of this **agreement**.

17.3 The **landowner** must not create any **mortgage** over the **land** or grant any other **Interest** in the land after the date of this agreement without the prior written approval of UrbanGrowth NSW, which approval shall not be unreasonably withheld and may be granted subject to any reasonable conditions required by UrbanGrowth NSW.

17.4 Without limiting the generality of this clause, UrbanGrowth NSW may require as a condition of its approval to the creation of any **mortgage** that the proposed **mortgagee** executes a **financier's consent deed** prior to the **mortgage** being created.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:13 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

17.5 If:

17.5.1 the **mortgagee** does not enter into the **financier's consent deed** when it is required to do so under this agreement; or

17.5.2 the **mortgagee** breaches the **financier's consent deed**,

UrbanGrowth NSW may request the **landowner** to:

17.5.3 provide information to UrbanGrowth NSW in relation to the **landowner's mortgage** (including the principal outstanding under the **mortgage**) for the purposes of determining whether or not UrbanGrowth NSW wishes to take any of the actions referred to in clauses 17.6.1 to 17.6.5; and

17.5.4 consent to UrbanGrowth NSW taking any of the actions referred to in clauses 17.6.1 to 17.6.5.

17.6 If the **landowner** consents, UrbanGrowth NSW may (but is not obliged to):

17.6.1 compulsorily acquire the **mortgage** in accordance with the **Just Terms Act**;

17.6.2 pay the **mortgagee** compensation and other amounts in accordance with:

(a) if the **financier's consent deed** or some other agreement under section 30 of the **Just Terms Act** has been entered into, that deed or agreement; or

(b) otherwise, in accordance with the provisions of the Just Terms Act;

17.6.3 discharge the **mortgage** at any time after it has been acquired (or require the **mortgagee** to do so);

17.6.4 include any amounts paid by UrbanGrowth NSW in connection with the acquisition or discharge as part of the **specific costs** for that **landowner**; and

17.6.5 increase the **individual costs** for that **landowner** in accordance with clause 11.4,

17.7 The **landowner** acknowledges that clause 6.1 of the **development plan** will not apply to any **mortgage** which has been discharged in accordance with clause 17.6.3.

17.8 Nothing in this clause 17 limits or otherwise affects the power of UrbanGrowth NSW to compulsorily acquire the **land** in accordance with the Act.

18 Breach of obligations

18.1 If UrbanGrowth NSW considers that the **landowner** is in breach of any obligation under this **agreement**, it may give a written notice to the **landowner**:

18.1.1 specifying the nature and extent of the breach, and

18.1.2 requiring the landowner to rectify the breach within a specified period if UrbanGrowth NSW reasonably considers the breach is capable of rectification.

18.2 If the **landowner** fails to comply with a notice issued under this clause, or if clause 5.6 applies, UrbanGrowth NSW may, without further notice to the **landowner**, and despite any other rights UrbanGrowth NSW may have under this **agreement** or at law or in equity:

18.2.1 recover any **contribution** outstanding under this agreement, by compulsorily acquiring the whole or such part of the **land** (in whole lot increments) at the rate per square metre specified for **traded land rate** in the **reference schedule** as sufficient to recover the **contribution** outstanding; and

18.2.2 in relation to any other breach, remedy the breach (if it can be remedied) and recover its costs of doing so by including those costs in the calculation of specific costs.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:14 of 134
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18.3 For the purpose of clause 18.2, UrbanGrowth NSW's costs of remedying a breach the subject of a notice given under clause 18.1 include:

18.3.1 the costs of UrbanGrowth NSW's servants, agents and contractors reasonably incurred for that purpose,

18.3.2 all fees and charges necessarily or reasonably incurred by UrbanGrowth NSW in remedying the breach, and

18.3.3 all legal costs and expenses reasonably incurred by UrbanGrowth NSW, by reason of the breach.

18.4 The **landowner** agrees that any compulsory acquisition of the **land** or any part of it by UrbanGrowth NSW under this clause constitutes a section 30 agreement under the **Just Terms Act** in relation to that compulsory acquisition.

18.5 If, as a result of the acquisition of any part of the **land** owned by the **landowner** or an **interest** in that land, UrbanGrowth NSW is required to pay compensation under the **Just Terms Act** to any person other than the **landowner**, that compensation will form part of the **specific costs**.

PART 6 – INDEMNITIES & INSURANCE

19 Indemnity

19.1 The **landowner** indemnifies UrbanGrowth NSW against all **claims** that may be made by any person with an **interest** in the **land** (as defined in the **Just Terms Act**) against UrbanGrowth NSW as a result of the acquisition pursuant to this **agreement** by UrbanGrowth NSW of the whole or any part of the **land** or any **interest** in the **land**.

20 Insurance

20.1 UrbanGrowth NSW is to, or is to ensure its contractors, take out and keep current all insurances required by law in relation to the carrying out of the **subdivision work**.

21 Work Health & Safety

21.1 For the purposes of the **WHS laws**, to the extent that this **agreement** involves the **landowner** commissioning a construction project within the meaning of the **WHS laws**, the **landowner**:

21.1.1 engages UrbanGrowth NSW as the principal contractor for that construction project;

21.1.2 authorises UrbanGrowth NSW to have management or control of the workplace and to discharge the duties of a principal contractor under Chapter 6 of the *Work Health and Safety Regulation 2011* in respect of that construction project; and

21.1.3 agrees that UrbanGrowth NSW may engage a third party as the principal contractor for that construction project under another contract.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:15 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

PART 7 - OTHER PROVISIONS

22 Amendments to development plan

22.1 If the **development plan** is amended other than by way of a minor amendment as defined in clause 268ZL of the **Regulation**, the **parties** must use all reasonable endeavours to agree on and implement appropriate amendments to this **agreement** to give effect to the changes to the **development plan**.

22.2 A failure to reach agreement pursuant to this clause entitles either party to terminate this agreement and clause 23.3 applies.

23 Termination

23.1 If at any time, the **development plan** is declared invalid, then UrbanGrowth NSW may, in its absolute discretion, either:

23.1.1 terminate this **agreement**; or

23.1.2 advise the **landowner** that the **agreement** is suspended until such time as a new development plan within the meaning of Schedule 5 of the **Act** is made, following which the parties must negotiate on any consequential amendments required to this **agreement** and clause 22 applies, as though the new development plan was an amendment to the **development plan**.

23.2 UrbanGrowth NSW may terminate this **agreement** if it is of the opinion that any material change of circumstance has occurred, or is imminent, including:

23.2.1 any change to a law that restricts or prohibits or enables any planning authority to restrict or prohibit any aspect of the subdivision proposed in the **plan of subdivision**;

23.2.2 anything which materially affects the **development plan costs** or the costs of the provision, extension and augmentation of **subdivision works**; and

23.2.3 a failure to obtain the consent of owners of the **land** the subject of the **plan of subdivision** to a major amendment to the **development plan**, within the meaning of clause 268ZL of the **Regulation**, which UrbanGrowth NSW considers to be necessary or desirable.

23.3 If the **agreement** is terminated pursuant to this clause, the **parties** are to co-operate and do all things reasonably practicable to return the **parties** to the position they were in before any obligations were performed under this **agreement**.

24 Notices

24.1 A notice, consent, information, application or request (**notification**) given or made to a **party** under this **agreement** may only be given or made if it is in writing and sent in one of the following ways:

24.1.1 delivered or posted to that **party** at its address set out on the front page of this **agreement**,

24.1.2 faxed to that **party** at its fax number set out on the front page of this **agreement**, or

24.1.3 emailed to that **party** at its email address set out on the front page of this **agreement**.

24.2 A **party** may change its address or fax number by giving the other **party** 3 business days' notice of the change, in which case the new address or fax number is treated as the address or number on the front page of this **agreement**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:16 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

24.3 A **notification** is to be treated as given or made if it is:

24.3.1 delivered, when it is left at the relevant address,

24.3.2 sent by post, 2 business days after it is posted,

24.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number, or

24.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

24.4 If a **notification** is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the **party** to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

25 Costs

25.1 The **landowner** must pay its own costs of preparing, negotiating, executing and stamping this **agreement** and any document related to this **agreement**.

26 Entire agreement

26.1 This **agreement** and the **development plan** contain everything to which the **parties** have agreed in relation to the matters deals with in those documents.

27 Further acts

27.1 Each **party** must promptly execute all documents and do all things that another **party** from time to time reasonably requests to effect, perfect or complete this **agreement** and all transactions incidental to it.

28 Governing law and jurisdiction

28.1 This **agreement** is governed by the law of New South Wales.

28.2 The **parties** submit to the non-exclusive jurisdiction of its courts and courts of appeal from them, and are not to object to the exercise of jurisdiction by those courts on any basis

29 Joint and individual liability and benefits

29.1 Except as otherwise set out in this **agreement**:

29.1.1 any agreement, covenant, representation or warranty under this **agreement** by 2 or more persons binds them jointly and each of them individually, and

29.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:17 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

30 No Fetter

30.1 Nothing in this **agreement** shall be construed as requiring UrbanGrowth NSW to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

31 Illegality

31.1 If this **agreement** or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the **parties** are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this **agreement** is entered into.

32 Severability

32.1 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

32.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this **agreement**, but the rest of this **agreement** is not affected.

33 Amendment

33.1 No amendment of this **agreement** has any force or effect unless it is in writing and signed by the **parties** to this **agreement**.

34 Waiver

34.1 A **party** does not waive any of the other **party**'s obligation or breach of obligation merely by failing to do, or delaying in doing, something under this **agreement**.

34.2 A waiver by a **party** is effective only if it is in writing.

34.3 A written waiver by a **party** is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

35 GST

35.1 In this clause:

adjustment note, **consideration**, **GST**, **GST group**, **margin scheme**, **money**, **supply** and **tax invoice** have the meaning given by the **GST law**.

GST amount means in relation to a **taxable supply** the amount of GST payable for the **taxable supply**.

GST law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Input tax credit has the meaning given by the GST Law and a reference to an **input tax credit** entitlement of a **party** includes an **input tax credit** for an acquisition made by that **party** but to which another member of the same **GST group** is entitled under the **GST law**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:18 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

taxable supply has the meaning given by the **GST law**, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the **margin scheme** in working out the amount of **GST** on that supply.

35.2 Subject to clause 35.4, if **GST** is payable on a **taxable supply** made under, by reference to or in connection with this **agreement**, the **party** providing the **consideration** for that **taxable supply** must also pay the **GST amount** as additional **consideration**.

35.3 Clause 35.2 does not apply to the extent that the **consideration** for the **taxable supply** is expressly stated in this **agreement** to be **GST** inclusive.

35.4 No additional amount is payable by UrbanGrowth NSW under clause 35.2 unless, and only to the extent that, UrbanGrowth NSW (acting reasonably and in accordance with the **GST law**) determines that it is entitled to an **input tax credit** for its acquisition of the **taxable supply** giving rise to the liability to pay **GST**.

35.5 If there are **supplies** for **consideration** which is not **consideration** expressed as an amount of **money** under this **agreement** by one **party** to the other **party** that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the **parties** agree:

35.5.1 to negotiate in good faith to agree the **GST** inclusive market value of those Supplies before issuing **tax invoices** for those **supplies**;

35.5.2 that any amounts payable by the **parties** in accordance with clause 35.2 (as limited by clause 35.4) to each other for those **supplies** will be set off against each other to the extent that they are equivalent in amount.

35.6 No payment of any amount under this clause, and no payment of the **GST amount** where the **consideration** for the **taxable supply** is expressly agreed to be **GST** inclusive, is required until the supplier has provided the recipient with a **tax invoice** or **adjustment note** as the case may be.

35.7 Any reference in the calculation of **consideration** or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a **party**, must exclude the amount of any **input tax credit** entitlement of that **party** in relation to the relevant cost, expense or other liability.

35.8 This clause continues to apply after expiration or termination of this **agreement**.

35.9 To the extent that the acquisition of any part of the **land** under this **agreement** is a **taxable supply**, the **parties** agree to apply, if possible, the **margin scheme**.

36 Dictionary & Interpretation

36.1 The dictionary contained in Schedule 1 defines words and expressions which appear in bold in this **agreement** for the purposes of this **agreement**.

36.2 In the interpretation of this **agreement**, the following provisions apply unless the context otherwise requires:

36.2.1 Headings are inserted for convenience only and do not affect the interpretation of this **agreement**.

36.2.2 A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.

36.2.3 If the day on which something is to be done under this **agreement** is not a business day, then it must be done on the next business day.

36.2.4 A reference to dollars or $ means Australian dollars and all amounts payable under this **agreement** are payable in Australian dollars.

36.2.5 A reference in this **agreement** to a $ value relating to a development **contribution** is a reference to the value exclusive of **GST**, unless otherwise indicated in this **agreement** or the **development plan**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:19 of 134
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36.2.6 A reference to any **legislation** or **legislative** provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

36.2.7 A reference to any agreement, **agreement** or document is to that agreement, **agreement** or document as amended, novated, supplemented or replaced.

36.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this **agreement**.

36.2.9 A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

36.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.

36.2.11 The singular includes the plural, and the plural includes the singular.

36.2.12 References to the word 'include' or 'including' are to be construed without limitation.

36.2.13 A reference to a **party** to this **agreement** includes a reference to the **party**'s employees, agents and contractors, and the **party**'s successors and assigns.

36.2.14 Any schedules, appendices and attachments form part of this **agreement**.

37 Special Conditions

37.1 The special conditions referred to in Schedule 10 (if any) form part of this **agreement**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:20 of 134
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Schedule 1

Dictionary

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

agreement means this **agreement** and includes any schedules, annexures and appendices to this **agreement**.

claim includes a claim, demand, remedy, suit, injury, damage, loss, **cost**, liability, action, proceeding or right of action but does not include proceedings to enforce this **agreement** in the Land and Environment Court or any Court on appeal from that Court.

completion means the date of completion of the **development plan**, determined in accordance with the **development plan**.

contribution means the **landowner**'s contribution specified in the **reference schedule**, as varied by clause 11.

contribution notice means a notice issued on the **landowner** under clause 9(1) of Schedule 5 of the **Act**.

cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

council means Blacktown City Council.

development plan means the plan prepared by UrbanGrowth NSW under clause 6 of Schedule 5 of the **Act** and adopted in accordance with clause 268ZJ of the **Regulation** on 8 February 2016, which is the subject of the **subdivision order** a copy of which is contained in Schedule 5.

development plan costs has the same meaning as in the **Act**.

final date means the dates specified as such in the **reference schedule** in relation to each of the **traded land** and the **monetary contribution**.

financier's consent deed means the deed between any **mortgagee** of the land, the **landowner** and UrbanGrowth NSW, substantially in the form contained in Schedule 8 or in some other form reasonably acceptable to UrbanGrowth, pursuant to which the **mortgagee** consents to this **agreement** and agrees to comply with and be bound by the provisions of this **agreement**.

individual costs has the same meaning as in the **development plan**.

interest means an estate or interest in the **land** within the meaning of the **Just Terms Act**.

interest holder means any person, other than the **landowner**, who owns or claims to own an **interest**.

interest rate means the rate of interest specified in the reference schedule.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

land means the land specified on the front page of this **agreement**.

landowner has the same meaning as in the **development plan**.

land trade has the same meaning as in the **development plan**.

LPI means Land and Property Information.

monetary contribution has the same meaning as in the **development plan**.

mortgage includes a mortgage, charge, lien or other security right or **interest** in the **land**.

mortgagee means a person who has, claims to have or proposes to be granted a registered mortgage, charge, lien or other security right or interest over or with respect to the **land** or any plant, equipment, fixtures or chattels in or on the **land**.

party means a party to this **agreement**, including their successors and assigns.

plan of subdivision means the plan contained in Schedule 3 as modified in accordance with clause 4.

planning purpose has the same meaning as in the **development plan**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:21 of 134
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reference schedule means Schedule 2.

registered interest means an estate or interest in the **land** which is registered under the *Real Property Act 1900*.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

road land means those parts of the **land** coloured grey on the **plan of subdivision** and the plan in Schedule 3.

shared costs has the same meaning as in the **development plan**.

specific costs has the same meaning as in the **development plan**.

subdivision certificate has the same meaning as in the **Act**.

subdivision order means the order contained in schedule 5.

subdivision land means the **land** the subject of the **subdivision order**.

subdivision works has the same meaning as in the **development plan**.

surplus means the amount calculated in accordance with the formula in clause 8 of the **development plan**.

traded land means the proposed lot or lots on the **plan of subdivision** which are so specified in the **reference schedule** and which are shown on the plan in Schedule 4.

traded land rate comprises:

(a) the rate per square metre of the value of the land determined in accordance with regulation 268ZM(2) of the Regulation; and

(b) any additional amount agreed between the parties,

the sum of which is specified in the **reference schedule**.

WHS laws means the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:22 of 134
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Schedule 2

Reference Schedule

A. contribution (Schedule 1)	☑ $ 712,383.46 monetary contribution ☐ $ 775,193.88 land trade ☐ $_____ combination of land trade and monetary contribution
B. landowner's election (clause 8.1)	☑ monetary contribution ☐ land trade ☐ combination of land trade and monetary contribution
C. amount of monetary contribution (if any)	☐ Not applicable ☑ $68,248.51 monetary contribution
D. traded land (Schedule 1)	☑ Not applicable ☐ As shown on the plan in Schedule 4
E. area of traded land	☑ Not applicable ☐ _____ square metres
F. traded land rate (Schedule 1)	$ 432.56 psm
G. final date (Schedule 1)	The date which is thirty (30) days after UrbanGrowth NSW serves notice on the landowner that UrbanGrowth NSW intends to lodge the plan of subdivision with LPI.
H. interest rate (Schedule 1)	5% per annum

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:23 of 134
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Schedule 3

Plan of subdivision

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:24 of 134
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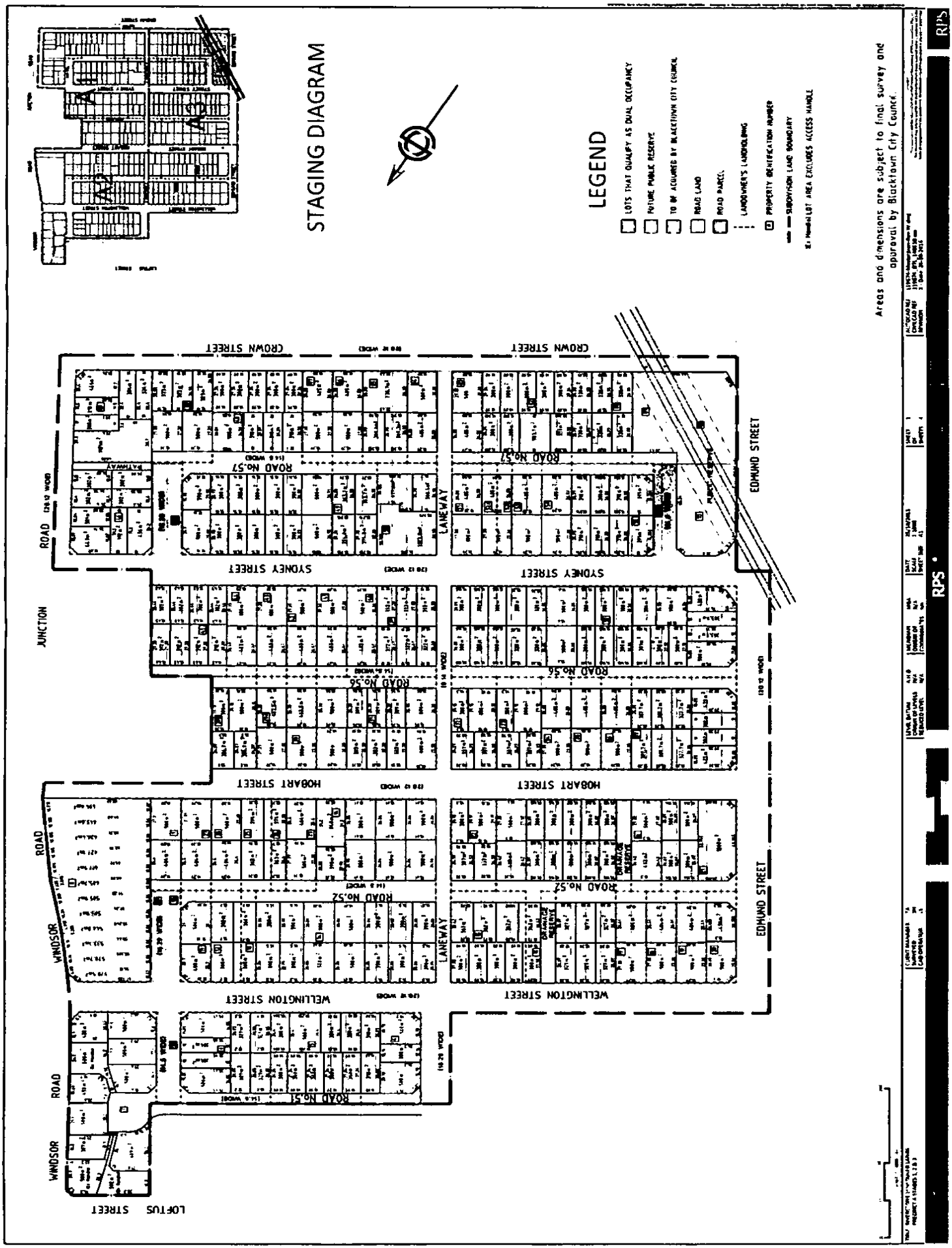

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:25 of 134
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Schedule 4

Plan showing traded land

☒ Not applicable

☐ See attached Plan

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:26 of 134
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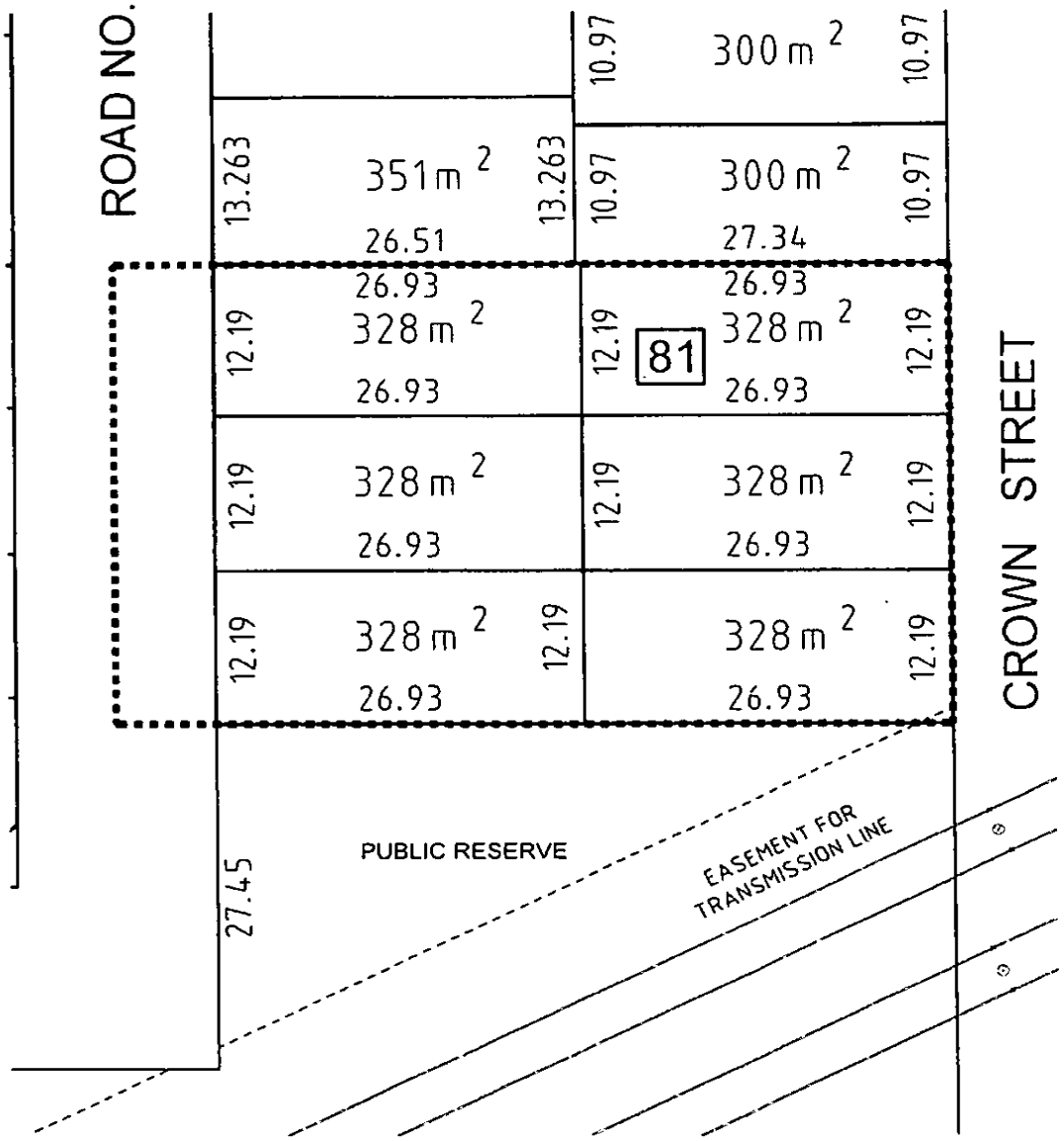
NEW SUBDIVISION AREA

(INCLUDING APPORTIONMENT AREA)

APPORTIONMENT AREA

No PROPERTY ID NUMBER



N:\Projects\119K\PR119674 PM - Riverstone Scheduled Lands\05 Drafting\07 Apportionment Plans\Apportionment Sketches_161006\PR119674_ApportionmentSketches_161017_W.dwg

TITLE: PLAN SHOWING SITE APPORTIONMENT AREA FOR RIVERSTONE SCHEDULED LANDS PRECINCT A STAGES 1, 2 & 3	NJY HOLDINGS PTY LTD	DATE: 17/10/2016 SCALE: 1:500 REVISION: W

URBANGROWTH NSW
PR119674
RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)
79-81 EXINGTON DRIVE, PO BOX 6843 BAULKHAM HILLS NSW 2153
T: 02 8854 6900 F: 02 8854 6999 www.rpsgroup.com.au

creativepeople

RPS

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:27 of 134
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Schedule 5

Subdivision Order

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:28 of 134
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ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Riverstone Scheduled Lands Precinct A (Stages 1–3) 2016 – Subdivision Order

I, the Minister for Planning, pursuant to Clause 3 of Schedule 5 of the *Environmental Planning and Assessment Act 1979* make the following Subdivision Order.

Date: 12th October 2016

The Hon ROB STOKES. MP
Minister for Planning

1. Name of Order

This Order is the *Riverstone Scheduled Lands Precinct A (Stages 1–3) Subdivision Order 2016.*

2. When Order takes effect

This Order is made on 11 November 2016.

3. Subdivision Land

I declare the land described as follows to be *subdivision land*:

Real Property Description	Street Name
Lots 52 – 70 Section 29 DP 1480	Wellington Street Riverstone
Lots 1 – 19, 21 – 39 Section 30 DP 1480 Lots 40 – 51 Section 30 DP 1480 Lots 52-70 & 75-90 Section 30 DP 1480	Wellington Street Riverstone Windsor Road Riverstone Hobart Street Riverstone
Lots 1 – 19, 21 – 35 Section 31 DP 1480 Lots 52 – 70, 72 – 90 Section 31 DP 1480	Hobart Street Riverstone Sydney Street Riverstone
Lots 1 – 19, 21 – 39 Section 32 DP 1480 Lots 40 – 51 Section 32 DP 1480 52 – 70 & 72 – 90 Section 32 DP 1480	Sydney Street Riverstone Junction Road Riverstone Crown Road Riverstone
Lots 40 – 45 DP 135718	Windsor Road Riverstone
Lots 46 – 51 DP 456639	Windsor Road Riverstone
Lot 1 DP 790639	Hobart Street Riverstone
Part Wellington Street, part Edmund Street, part Hobart Street, part Sydney Street, part Crown Street, part Junction Road and existing laneways	

as shown in the plan of *subdivision land* in Schedule 1 of this Order.

4. Relevant Authority

The *relevant authority for the subdivision land* is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688. of 60 Station Street Parramatta NSW 2150.

5. Development Plan

The *development plan* for the subdivision land is the Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1–3)) February 2016. a copy of which is at Schedule 2.

6. Planning Purpose

The planning purpose for which this *subdivision order* is made is to promote and co-ordinate the orderly and economic use and development of the *subdivision land*, to be achieved by the relevant authority providing infrastructure, re-subdividing the *subdivision land* and recouping its costs through contributions from landowners in the form of monetary contributions or land trade as set out in the *development plan.*

7. Functions of the Relevant Authority

The *relevant authority* has all of the functions set out in clauses 7–13 of Schedule 5 of the *Environmental Planning and Assessment Act 1979.*

8. Subdivision Works

The *relevant authority* shall undertake the *subdivision works* described in clause 3.1 of the *development plan.*

Schedules

Schedule 1 – Plan of subdivision land

Schedule 2 – Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1–3)) February 2016

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:29 of 134
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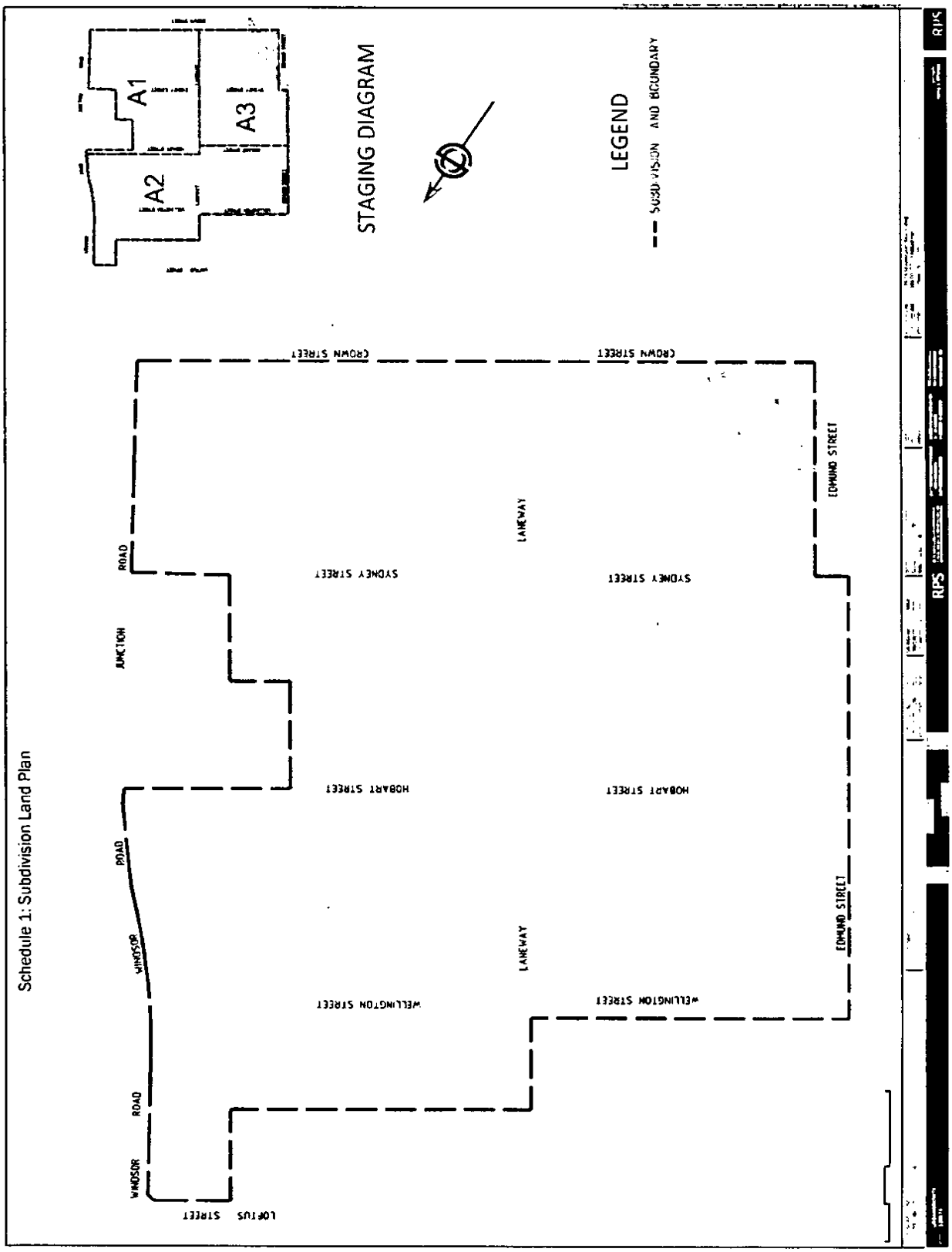

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:30 of 134
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Schedule 6

Access

1 UrbanGrowth's access and construction rights

1.1 For the purposes of clause 13 of Schedule 5 to the **Act**, the **landowner** irrevocably consents to UrbanGrowth NSW and its authorised persons:

1.1.1 entering, occupying and using the **land** 24 hours per day, 7 days per week, to carry out the **planning purpose**, the **subdivision works**, research or investigation relating to proposed **subdivision works**, and all matters ancillary to the carrying out of the **planning purpose** or the **subdivision works**;

1.1.2 installing fencing, barriers or other security devices on any part of the **land**, including any fencing, barriers or other security devices necessary to secure the site of any current or proposed **subdivision works** from unauthorised entry by any person (including the **landowner** or any occupier of the **land**);

1.1.3 erecting and using temporary structures on any part of the land;

1.1.4 erecting or placing signs or notices on any part of the **land** or any buildings, structures, improvements or other items on the **land**;

1.1.5 making or causing to be made noise, vibration, disturbance and the emission of dust or other materials;

1.1.6 restricting access (including access by persons or vehicles) to any part of the **land** or altering the means of access (including access by persons or vehicles) to any part of the **land**;

1.1.7 excluding persons (including the **landowner** and any occupier of the **land**) from the **land** or any part of it;

1.1.8 interrupting or disabling the supply of any existing services (including electricity, gas, sewerage, water and telecommunications services) to any part of the **land** or any buildings, structures or improvements in, on or about the **land**;

1.1.9 demolishing any buildings, structures, improvements or other items in, on or about the **land** that are required to be demolished (in UrbanGrowth NSW's opinion) for the purposes of the **subdivision works**;

1.1.10 removing or disposing of any goods, materials, chattels or other property in, on or about the **land** that is not owned by UrbanGrowth NSW;

1.1.11 taking any action necessary to ensure the health and safety or persons who are or may be at any time on or about the **land**;

1.1.12 entering, occupying and using the land for any other lawful purpose in accordance with the **development plan**, the **Act** or any other law; and

1.1.13 taking onto the **land** and removing from the **land** any plant, equipment, machinery, tools, vehicles, equipment, utilities, goods, materials, chattels and other things UrbanGrowth NSW considers necessary for the purposes described in this clause 1.1.

1.2 In exercising its rights under clause 1.1, UrbanGrowth NSW or its authorised persons must:

1.2.1 use reasonable endeavours to minimise disturbance to the **landowner** and any occupier of the **land**;

1.2.2 where reasonably practicable, consult with the **landowner** and any occupier of the **land** in relation to any restrictions on access to the **land** or the alteration of access to the **land**;

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:31 of 134
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1.2.3 give at least 24 hours' notice to the **landowner** or the occupier of the **land** of UrbanGrowth NSW's or the authorised person's intention to enter the **land**;

1.2.4 not allow an authorised person to enter any part of the **land** being used for residential premises without the consent of the **landowner** or the occupier;

1.3 The **landowner** must:

1.3.1 not, and must not allow any other person to, hinder, impede, obstruct or intentionally delay UrbanGrowth NSW or any of its authorised persons from exercising any of UrbanGrowth NSW's rights under or in connection with clause **1.1**;

1.3.2 co-operate and consult with UrbanGrowth NSW in good faith in connection with the exercise of UrbanGrowth NSW's rights under clause **1.1**;

1.3.3 not damage or allow any person to damage any property owned or managed by UrbanGrowth NSW or its authorised persons; and

1.3.4 promptly notify UrbanGrowth NSW of any damage to or defects in the land of which the **landowner** is or ought to be aware.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:32 of 134
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Schedule 7

Request Form

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:33 of 134
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Form: 11R
Release: 4.2
Licence: 08-06-912
Licensee: Henry Davis York

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Office of State Revenue use only.

(B) **TORRENS TITLE** — 80/32/1480, Auto Consol 977-91 (being Lots 81-82 Sec 32 in DP 1480) and Auto Consol 2323-14 (being Lots 83-85 Sec 32 in DP 1480)

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference (optional):	R

(E) **APPLICANT** — Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688

(F) **NATURE OF REQUEST** — Application to register a voluntary contributions agreement between the applicant and the registered proprietor pursuant to clauses 17(2) and 17(3) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW).

(G) **TEXT OF REQUEST**

The registered proprietor(s) and the applicant request that the Registrar-General makes an entry on the folio(s) of the register specified in marginal note (B) that the land is subject to a voluntary contributions agreement within the meaning of clause 17(1) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW). A true copy of that voluntary contributions agreement is attached to this request in Annexure "B".

DATE ..... / ..... / .....
dd mm yyyy

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity — See Annexure A on Page

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature: .....

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
17698493_1/JYH/3139889

THIS IS ANNEXURE "A" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

(H)

EXECUTION BY APPLICANT

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:
Attorney's Position:

Address of witness

Signing on behalf of: Landcom (trading as UrbanGrowth NSW)
Power of Attorney
Book:
No:

I certify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:
Attorney's Position:

Address of witness

Signing on behalf of: Landcom (trading as UrbanGrowth NSW)
Power of Attorney
Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

EXECUTION BY REGISTERED PROPRIETOR

Corporation

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: **NJY HOLDINGS NSW PTY LTD**
Authority: Section 127(1) of the Corporations Act 2001 (Cth)

Signature of authorised person

Print Name of authorised person

Office held

Signature of authorised person

Print Name of authorised person

Office held

Power of attorney

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

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name:

Signing on behalf of:

Power of Attorney Book:
No:

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

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name:

Signing on behalf of:

Power of Attorney Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

THIS IS ANNEXURE "B" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

Voluntary Contributions Agreement between the applicant and the registered proprietor

THIS IS ANNEXURE "C" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

Consent by mortgagee/chargee

National Australia Bank Limited, the registered mortgagee/chargee of the land consents to this request and agrees to the registration on the folio(s) of the register referred to in this request of the voluntary contributions agreement attached to this request in Annexure B.

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:

Address of witness

Signing on behalf of:

Power of Attorney Book:
No:

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:

Address of witness

Signing on behalf of:

Power of Attorney Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:38 of 134
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Schedule 8

Financier's consent deed

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:39 of 134
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Financier's Consent Deed

Property: [##insert address], being the land comprised in folio identifier(s) [##insert folio identifiers]

Landcom (trading as UrbanGrowth NSW)
ABN 79 268 260 688

##Landowner name
ACN ##

##Financier name
ACN ##

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:40 of 134
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CONTENTS

	KEY DETAILS		3
	BACKGROUND		5
1	Interpretation		5
	1.1	Definitions	5
	1.2	Interpretation	7
2	Acknowledgements, consent and registration of VCA		8
	2.1	Acknowledgements	8
	2.2	Consent	9
	2.3	Registration of the VCA and creation of easements, etc	9
3	Financier's rights subject to deed		9
4	Notice of proposed enforcement action		9
	4.1	Financier's Default Notice	9
	4.2	UG Default Notice	10
5	Financier may cure Landowner default		10
6	Exercise of Financier's Security rights		10
	6.1	Exercise of Financier's rights subject to VCA	10
	6.2	Make good	11
7	Indemnities and releases		11
8	Costs		12
9	Notices		12
	9.1	Requirements	12
	9.2	When given	12
	9.3	Notices while Financier in possession	13
10	Section 30 agreement		13
11	General		13
	11.1	No extension of rights	13
	11.2	GST	14
	11.3	Assignment	14
	11.4	Financier's Associates	14
	11.5	UrbanGrowth's Associates	14
	11.6	Further assurances	14
	11.7	No merger and survival	14
	11.8	Waiver	15
	11.9	Continuing obligations	15
	11.10	Variation	15
	11.11	Counterparts and commencement	15

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:41 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

11.12 Governing law and jurisdiction 15
EXECUTION 16
Annexure A - VCA 19

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:42 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

KEY DETAILS

1 Date

2 Parties

UrbanGrowth

Name	Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688
Address	Level 14, 60 Station Street Parramatta, NSW 2150
Attention	Senior Legal Counsel

Landowner

Name	##Landowner name(s)
Address	##Address
Attention	##Attention
Fax	##Fax
Email	##Email

Financier

Name	##Financier name
Address	##Address
Attention	##Attention
Fax	##Fax
Email	##Email

3 Land — The whole of the land comprised in folio identifier(s) [##insert folio identifier details]

4 VCA — The voluntary contributions agreement in respect of the Land dated [##insert date] 2016 between UrbanGrowth and the Landowner, a copy of which is attached to this deed in Annexure A.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:43 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

5	**Security**	*Delete inapplicable provision* **Registered mortgage** Registered mortgage [##insert dealing number] in respect of the Land between the Landowner and the Financier **Unregistered mortgage** Executed but unregistered mortgage dated [##insert date] in respect of the Land between the Landowner and the Financier **Registered PPSA security interest** Agreement in respect of Collateral in, on or about the Land, registered on the Personal Property Securities Register as security interest number [##insert number]
6	**Compensation Amount**	*Delete inapplicable provision* **Compensation agreed** $[Insert agreed compensation figure] **Compensation not agreed** The aggregate of: (a) the principal and interest required to be paid by the Landowner to the Financier pursuant to the Security up to and including the Compulsory Acquisition Date to discharge the Security in full; and (b) the Financier's reasonable legal, administrative and financial costs in connection with the discharge of or acquisition of the Security, up to a maximum of $2,000 (including GST).

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:44 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

BACKGROUND

A UrbanGrowth is established as a corporation under section 5(1) of the Landcom Corporation Act 2001 (NSW) with the corporate name of Landcom and trades under the name of UrbanGrowth NSW.

B The Landowner is the registered owner of the Land.

C The Financier has or will have an interest in the [##Land/the Collateral/the Land and the Collateral] pursuant to the Security.

D UrbanGrowth and the Landowner are parties to the VCA. The VCA requires that the Landowner must procure the Financier to enter into this deed.

E In consideration of UrbanGrowth performing the works the subject of the VCA and the Development Plan, the Financier has agreed to enter into this deed.

F This deed is an agreement between UrbanGrowth and the Financier under section 30 of the Just Terms Act.

1 Interpretation

1.1 Definitions

In this deed, the following words have the following meanings, unless the context requires otherwise.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the state of New South Wales.

Collateral means all of the:

(a) goods, inventory, machinery, equipment, furniture and fixtures and signage (if any); and

(b) additions, substitutions, replacements and improvements to, the items described in paragraph (a),

owned by the Landowner or in the Landowner's possession and in respect of which the Landowner has granted a Security Interest to the Financier pursuant to the Security or another agreement in writing.

Compensation Amount means the sum specified in Item 6 or, if no sum is specified, the sum determined in accordance with the provisions of Item 6.

Compulsory Acquisition Date means, if the Land or the Security is compulsorily acquired by UrbanGrowth, the date on which UrbanGrowth causes an acquisition notice in respect of that acquisition to be published in the New South Wales Government Gazette.

Controller includes the following persons, and any of their agents:

(a) a receiver, or receiver and manager;

(b) an Administrator (as that term is defined in the Corporations Act 2001 (Cth));

(c) a liquidator;

(d) a trustee in bankruptcy; or

(e) anyone else who (whether or not as agent for the Financier) is in possession, or has control, of the property of the Landowner (including the Land) for the purpose of enforcing a Security Interest.

Cure Period means the period commencing on the date UrbanGrowth provides the Financier with any UG Default Notice and ending the later of:

(a) 5 Business Days after that date; or

(b) the time specified for compliance by the Landowner with the UG Default Notice.

Development Plan has the meaning given to that term in the VCA.

EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Financier's Associate means any employee, agent, officer, contractor, licensee or invitee of the Financier or any of the Financier's related body corporates.

Financier's Default Notice means a notice from the Financier to the Landowner that the Landowner is in default under the Security or any agreements collateral to the Security.

GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this deed, but which are defined in the GST Law, have the meanings given in the GST Law.

Item means a numbered item in the Key Details.

Just Terms Act means the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).

Key Details means the section of this deed entitled "Key Details".

Land means the land described in Item 3 and includes all fittings, fixtures and improvements in, on or under that land.

Loss includes, in each case whether of a direct, indirect or consequential nature:

(a) any liability, damage, cost (including reasonable legal costs on a solicitor and own client basis) and other outgoing, and any diminution in value of, or deficiency of any kind in, anything; and

(b) to the extent not covered in paragraph (a), any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software or data, and loss in connection with any other contract.

LPI means Land and Property Information New South Wales.

PAN means a proposed acquisition notice under the Just Terms Act.

Security means the security described in Item 5.

Security Interest means an interest under any or all of:

(a) a charge, mortgage, lien or pledge; or

(b) a security interest within the meaning of the Personal Property Securities Act 2009 (Cth).

Step In means that the Financier:

(a) appoints a Controller to the Landowner in respect of the Land or the Collateral, or any part of the Land or the Collateral;

(b) takes possession of the Land or any part of it under or in connection with the Security;

(c) if the Landowner is a corporation, appoints a Controller to the issued shares (or part of them) of the Landowner; or

(d) otherwise exercises a right or power under the Security or any collateral agreement to effect control or possession of any part of the Land, any part of the Collateral or the assets of the Landowner.

Subdivision Works means the works to be carried out to the Land by or behalf of UrbanGrowth pursuant to the VCA and the Development Plan.

UG Default Notice means a notice from UrbanGrowth to the Landowner that the Landowner is in default under the VCA.

UrbanGrowth's Associates means any employee, agent, officer, contractor, licensee or invitee of UrbanGrowth.

VCA means the agreement described in Item 4.

1.2 **Interpretation**

The following apply in the interpretation of this deed, unless the context requires otherwise.

(a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this deed or the deed itself, as the context requires.

(b) A reference to this deed or any other document is a reference to this document or that other document as varied, novated or replaced in any way.

(c) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.

(d) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.

(e) A reference to the singular includes the plural number and vice versa.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:47 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(f) A reference to a party means a person who is named as a party to this deed.

(g) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.

(h) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.

(i) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.

(j) A reference to includes means includes but without limitation.

(k) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.

(l) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.

(m) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.

(n) A reference to dollars or $ is to Australian currency.

(o) A heading is for reference only. It does not affect the meaning or interpretation of this deed.

(p) If there is any inconsistency between a provision of the deed and a provision of the VCA, the provision in the VCA prevails.

2 Acknowledgements, consent and registration of VCA

2.1 Acknowledgements

The Financier acknowledges that:

(a) it has been provided with a copy of the VCA and the Development Plan and is aware of the terms and conditions of the VCA and the Development Plan;

(b) UrbanGrowth has an interest in the Land pursuant to the VCA;

(c) the Landowner has agreed to or may agree to the compulsory acquisition of the whole or part of the Land (or any interest in it) by UrbanGrowth pursuant to the VCA and the Development Plan; and

(d) UrbanGrowth has rights, powers and privileges conferred on it by the EP&A Act, the Development Plan, the VCA and any other law which confers power on UrbanGrowth as a relevant authority under Schedule 5 of the EP&A Act, including the right to carry out the Subdivision Works to the Land and to compulsorily acquire the whole of or part of the Land.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:48 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

2.2 Consent

For the purposes of the Security, the Financier consents to:

(a) the VCA and the Landowner's entry into the VCA;

(b) the registration of any plan of subdivision or plan of consolidation prepared by or on behalf of UrbanGrowth under or in connection with the Development Plan; and

(c) the exercise of UrbanGrowth's rights, powers and privileges, and the performance by UrbanGrowth of all of its obligations, under or in connection with the VCA or the Development Plan.

2.3 Registration of the VCA and creation of easements, etc

The Financer must promptly when asked to do so by UrbanGrowth or the Landowner:

(a) sign all consents, approvals and documents reasonably required by UrbanGrowth or the Landowner to facilitate:

(i) the registration of the VCA at LPI;

(ii) the creation and registration of any easement, covenant or other interest in the Land required to be granted to UrbanGrowth or any governmental authority by the Landowner; and

(iii) the registration at LPI of any plan of subdivision or plan of consolidation prepared by or on behalf of UrbanGrowth under or in connection with the Development Plan.

(b) for the purposes of paragraph (a), produce the certificates of title to the Land at LPI and advise UrbanGrowth of the relevant title production details.

3 Financier's rights subject to deed

The Financier:

(a) agrees that its rights under the Security are subject to this deed; and

(b) must exercise its rights under the Security subject to and in accordance with this deed.

4 Notice of proposed enforcement action

4.1 Financier's Default Notice

The Financier must:

(a) give UrbanGrowth a copy of any Financier's Default Notice at the same time as it is given to the Landowner, or as soon as reasonably practicable (but in any event, within not less than 2 Business Days of the date of the Financier's Default Notice);

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:49 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(b) notify UrbanGrowth at least 5 Business Days before it exercises any of its rights under the Security which affect the Land or which may affect the Landowner's ability to perform its obligations under the VCA;

(c) notify UrbanGrowth within 3 Business Days if the Financier enters into possession of the Land (or any part of it) or procures that a Controller enter into possession of the Land (or any part of it); and

(d) not take any action to exercise any of its rights under the Security (including its power of sale) or procure that a Controller exercises any of those rights unless the Financier has complied with all of its obligations under this clause 4.1.

4.2 UG Default Notice

UrbanGrowth must give a copy of any:

(a) UG Default Notice; or

(b) PAN,

to the Financier at the same time as it is given to the Landowner, or as soon as reasonably practicable (but in any event, within 2 Business Days of the date of the relevant notice).

5 Financier may cure Landowner default

The Financier may rectify a default by the Landowner under the VCA within the Cure Period and if the Financier does so, that default by the Landowner is taken to have been rectified as between the Landowner and UrbanGrowth.

6 Exercise of Financier's Security rights

6.1 Exercise of Financier's rights subject to VCA

If the Financier exercises its right to Step In, the Financier becomes bound by the VCA as if the Financier was the Landowner and must or must procure the Controller to:

(a) observe the terms of the VCA as if the Financier or the Controller (as the case may be) were the landowner under the VCA for so long as the Financier or the Controller (as the case may be) has Stepped In, including:

(i) paying any contributions required to be paid by the Landowner under the VCA but which have not been paid when the Financier Steps In or during the period of the Step in; and

(ii) providing vacant possession of the whole or part of the Land to UrbanGrowth on the date and terms specified in the VCA;

(b) comply with the requirements of any notice (including a contributions notice issued under the VCA or the Development Plan) issued to the Landowner, the Financier or the Controller by UrbanGrowth;

(c) not exercise any power or remedy under the Security which is inconsistent with this deed or UrbanGrowth's rights under the VCA;

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:50 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(d) exercise any power of sale of the Land on the basis that any purchaser of the Land will be bound by the VCA pursuant to clause 17(4) of Schedule 5 to the EP&A Act;

(e) comply with UrbanGrowth's reasonable directions in relation to:

(i) the inspection of the Land by the Financier, the Controller and any prospective purchasers; and

(ii) the removal of any Collateral by the Financier or the Controller;

(f) promptly at the Financier's cost repair any damage to the Land which:

(i) the Financier or the Controller causes or contributes to during the removal of any Collateral; or

(ii) the Financier or the Controller or any prospective purchasers cause or contribute to in the inspection of the Land;

(g) use reasonable endeavours to minimise disturbance to other owners, occupants and invitees of land in the vicinity of the Land;

(h) permit UrbanGrowth to access the Land at all times with or without plant, equipment, machinery or equipment to exercise any rights or to perform any obligations of UrbanGrowth under the VCA or the Development Plan; and

(i) not hinder, obstruct, impede or delay UrbanGrowth from exercising a right or performing an obligation under the VCA or the Development Plan.

6.2 Make good

If the Financier removes any Collateral affixed to the Land, the Financier must reinstate the Land to the condition the Land was in before the affixation.

7 Indemnities and releases

(a) The Financier indemnifies UrbanGrowth from and against all Loss suffered or incurred by UrbanGrowth which is caused or contributed to by anything done or required to be done by the Financier under this deed, or which was required to be done by the Financier but has not been done or has not been done properly.

(b) The Financier indemnifies UrbanGrowth from and against any claims, liabilities, actions or demands for any Loss suffered or incurred by UrbanGrowth because the Financier:

(i) improperly removes the Collateral;

(ii) enters the Land without authority;

(iii) sells the Land or any part of it in breach of this deed;

(iv) causes damage to the Land or the Collateral; or

(v) breaches this deed.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:51 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(c) The Financier releases UrbanGrowth from any claim, action or demand which the Financier may have or any Loss which the Financier suffers or incurs in connection with:

(i) any damage to the Land or any Collateral caused or contributed to by UrbanGrowth during the performance of the VCA and the Development Plan by UrbanGrowth, including the performance of any Subdivision Works; and

(ii) the demolition, removal, storage or sale of any Collateral by UrbanGrowth to the extent which that demolition, removal, storage or sale was authorised by the VCA, the Development Plan, the EP&A Act or any other law.

8 Costs

The Landowner must pay to UrbanGrowth when demanded:

(a) UrbanGrowth reasonable costs (including reasonable legal costs and expenses) in connection with the preparation, negotiation and execution of this deed and any transactions or documents required to be entered into by UrbanGrowth pursuant to its terms;

(b) any stamp duty payable on this deed;

(c) all of UrbanGrowth's costs and expenses (including legal costs and expenses on a full indemnity basis) arising from any breach or non-observance by the Financier or the Landowner of any provision of this deed; and

(d) UrbanGrowth's reasonable costs and expenses (including reasonable legal costs and expenses) of any amendment to this deed, or any consent, approval, waiver, release or discharge given under or in connection with this deed and any transactions or documents contemplated by its terms.

9 Notices

9.1 Requirements

Any notice given in connection with this deed must be in legible writing and must be addressed to a party and either hand delivered to, or sent by post to the relevant address, faxed to the relevant fax number or emailed to the relevant email address, each as set out for that party in the Key Details section of this deed.

9.2 When given

A notice is taken to have been given:

(a) in the case of being hand delivered, on the date on which it is delivered;

(b) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting;

(c) in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine; and

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:52 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(d) in the case of delivery by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent (which, for the avoidance of doubt, excludes "out of office" messages).

9.3 Notices while Financier in possession

If the Financier exercises its right to Step In, any notice (other than a PAN) required to be given to the Landowner by UrbanGrowth under or in connection with the VCA may be given by UrbanGrowth to the Financier only and need not be given to the Landowner.

10 Section 30 agreement

If UrbanGrowth compulsorily acquires the Financier's interest in the Land arising from the Security:

(a) this deed is an agreement under section 30 of the Just Terms Act between UrbanGrowth and the Financier as to the compulsory acquisition of the Financier's interest in the Security;

(b) the compensation payable to the Financier by UrbanGrowth in connection with the acquisition is the Compensation Amount;

(c) the Financier may not claim any compensation from UrbanGrowth other than the Compensation Amount;

(d) if requested to do so by UrbanGrowth NSW, the Financier must discharge or release any Security it holds in respect of the Land;

(e) the Financier releases unconditionally and forever all claims and causes of action whether past, present or future which the Financier has or asserts to have or could, would or might but for this release have against UrbanGrowth under the Just Terms Act, this deed or otherwise for or in respect of the compulsory acquisition; and

(f) the Financier indemnifies UrbanGrowth from and against any and all claims, demands, actions, liabilities, losses, damages and costs that may be made against UrbanGrowth or that UrbanGrowth may suffer or incur in respect of the compulsory acquisition of the Financier's interest in the Security.

11 General

11.1 No extension of rights

Nothing in this deed:

(a) authorises the Financier to do anything which the Landowner may not do;

(b) grants the Financier rights greater than those of the Landowner; or

(c) waives the requirement for the Financier to obtain any consent or to do anything for which the Landowner is required to obtain consent,

under the VCA.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:53 of 134
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11.2 **GST**

Unless stated otherwise, all consideration provided under this deed is exclusive of GST. If GST is payable by the party making the supply (**supplier**), the recipient must, upon receipt of a tax invoice from the supplier, pay the supplier an amount equal to the GST payable on that supply.

11.3 **Assignment**

(a) Neither the Landowner or the Financier may assign this deed or any part of it without first obtaining the written consent of UrbanGrowth, which must not be unreasonably withheld or delayed.

(b) An assignment made by the Financier or the Landowner without the consent of UrbanGrowth is a breach of this deed and is of no effect.

(c) UrbanGrowth may, without limiting the generality of clause 11.3(a), require as a condition of its consent to any assignment of this deed by the Financier that any new financier or other person taking a Security Interest in the Land or in any fittings, fixtures, goods or chattels in, on or about the Land enters into a deed on the terms reasonably required by UrbanGrowth, pursuant to which the new financier or other person agrees to be bound by the terms of this deed.

(d) UrbanGrowth may assign this deed or part of it without obtaining the prior consent of the Financier or the Landowner, provided that UrbanGrowth notifies the Landowner and the Financier within a reasonable time after the assignment becomes effective.

11.4 **Financier's Associates**

For the purposes of establishing whether there has been a default by the Financier under this deed, anything done or not done by a Financier's Associate will be taken to have been done or not done by the Financier.

11.5 **UrbanGrowth's Associates**

(a) UrbanGrowth's Associates are authorised to exercise any of UrbanGrowth's rights, or to perform any of UrbanGrowth's obligations, under or in connection with this deed.

(b) The Landowner and the Financier must comply with a direction or requirement of UrbanGrowth's Associates as if that was a direction or requirement of UrbanGrowth.

11.6 **Further assurances**

Each party must do everything necessary, or reasonably required, by another party, to give effect to this deed and the transactions contemplated by this deed.

11.7 **No merger and survival**

A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this deed does not merge on completion of that transaction.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:54 of 134
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11.8 Waiver

A waiver of a right or remedy under this deed is effective only if in writing and signed by or on behalf of the party to be bound and is effective to the extent that the party giving it expressly states in writing.

11.9 Continuing obligations

(a) Each indemnity in this deed in favour of UrbanGrowth is a continuing indemnity which survives the termination of this deed.

(b) UrbanGrowth is not required to incur any expense or make any payment before enforcing an indemnity in this deed.

11.10 Variation

A provision of this deed or a right conferred by it may only be varied in writing signed by the parties.

11.11 Counterparts and commencement

(a) If this deed is signed in counterparts then each counterpart is an original and together they constitute one deed.

(b) If this deed is undated and there is no contrary intention stated, the date of this deed is the date of last execution by a party.

11.12 Governing law and jurisdiction

(a) This deed is governed by the law in force in New South Wales.

(b) The parties submit to the jurisdiction of the courts of New South Wales.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:55 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

EXECUTION

Executed as a deed on 201##

EXECUTED BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688

Signed for and on behalf of Landcom
by its attorneys jointly under power of attorney dated 25 September 2015.
By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of attorney

Name of attorney

Signed in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of attorney

Name of attorney

EXECUTION BY FINANCIER

Signed, sealed and delivered by
by its attorney under Power of Attorney
dated Book No
who is personally known to me:

Signature of witness

Print name

Address

Signature of attorney

Print name
By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

EXECUTION BY LANDOWNER

Delete inapplicable execution provisions

Natural person(s)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Corporation(s)

Signed, sealed and delivered by
by:

Signature of director/company secretary

Signature of director

Print name

Print name

Signed, sealed and delivered by
by:

Signature of director/company secretary

Signature of director

Print name

Print name

Power of attorney

Signed, sealed and delivered by
by his/her/its attorney under Power of Attorney dated Book No who is personally known to me:

Signature of witness

Signature of attorney

Print name

Print name
By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

Address

Signed, sealed and delivered by
by his/her/its attorney under Power of Attorney dated Book No who is personally known to me:

Signature of witness

Signature of attorney

Print name

Print name
By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

Address

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:58 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Annexure A - VCA

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:59 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Schedule 9

Pro forma consent from person with registered interest

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:60 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Date: _____

The Registrar General
Land & Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Registrar

Consent to registration of voluntary contributions agreement between Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688 (UrbanGrowth NSW) and [##insert name of registered proprietor] (Registered Proprietor)
Property: The land comprised in [##insert land details] (Land)

[##Insert interested party name] (**the Consenting Party**), has or claims an interest in the Land pursuant to registered dealing number [##insert].

The Consenting Party has been provided with a copy of:

1. a Voluntary Contributions Agreement dated [##insert date] 2017 between UrbanGrowth NSW and the Registered Proprietor (**VCA**); and

2. a Land and Property Information request form with respect to the registration of the VCA on the title(s) to the Land (**Request**).

By this letter, the Consenting Party irrevocably consents to the VCA and agrees to the registration of the VCA on the title(s) to the Land pursuant to the Request.

Yours faithfully

_____
Sign

Name of authorised signatory: _____

Signatory's title: _____

Signatory's telephone number: _____

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:61 of 134
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Schedule 10

Nil

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:62 of 134
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Execution

Executed as an agreement

Dated: 27 November 2017

Signed for and on behalf of Landcom by its attorneys jointly under power of attorney dated 25 September 2015.
By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Street, Parramatta
Address of witness

Signature of attorney

Sandra Lee
Name of attorney

Senior Manager Legal
Position of attorney

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Stree t, Parramatta
Address of witness

Signature of attorney

Vikki Pont
Name of attorney

Senior Solicitor
Position of attorney

Signed for and on behalf of Landcom
Power of attorney Book: 4695
No.: 858

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:63 of 134
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EXECUTION BY LANDOWNER

Company

Signed by NJY Holdings NSW Pty Ltd ACN 610 520 244 by:

Signature of director/company secretary	Signature of director
Joanna Michael	
Print name	Print name

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:64 of 134
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Power of Attorney

Signed on behalf of

by [his/her/its] attorney under power of attorney dated

Book No in the presence of:

By executing this instrument the attorney states that they have received no notice of the revocation of the power of attorney.

Witness (signature)

Attorney (signature)

Witness (print name)

Attorney (print name)

Signed on behalf of

by [his/her/its] attorney under power of attorney dated

Book No in the presence of:

By executing this instrument the attorney states that they have received no notice of the revocation of the power of attorney.

Witness (signature)

Attorney (signature)

Witness (print name)

Attorney (print name)

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:65 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Deed of novation

Riverstone Landowners Voluntary Contributions Agreement

—

NJY Holdings NSW Pty Ltd (**Retiring Party**)

Bryce Anthony Jamie and Rochelle Suzanne Jamie (**Substitute Party**)

Landcom (trading as UrbanGrowth NSW) (**Continuing Party**)

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:66 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Deed of novation

Riverstone Landowners Voluntary Contributions Agreement

Details 3

Agreed terms 5

1. Defined terms & interpretation 5
1.1 Defined terms 5
1.2 Interpretation 5
1.3 Headings 6
1.4 Governing law and jurisdiction 6
2. Consent 6
3. Novation 6
4. Release 6
5. Adjustments 6
5.1 Payments 6
5.2 Reimbursement of monies 6
6. Costs, charges and expenses 6
6.1 Legal costs and disbursements 6
6.2 Duty 6
7. Goods and services tax 7
7.1 Interpretation 7
7.2 Consideration is GST exclusive 7
7.3 Gross up of consideration 7
7.4 Reimbursements (net down) 7
7.5 Tax invoices 7
8. General 7
8.1 Alterations 7
8.2 Counterparts 7
8.3 Further action 7
8.4 Severability 7
8.5 Waiver 7

Signing page 8

Annexure A – Principal Agreement

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:67 of 134
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Details

Date 27 November 2017

Parties

Name	NJY Holdings NSW Pty Ltd ACN 610 520 244
ABN	
Short form name	**Retiring Party**
Address	Unit 6, 322 Annangrove Road, Rouse Hill NSW 2155
	Facsimile:

Name	Bryce Anthony Jamie and Rochelle Suzanne Jamie
ABN	
Short form name	**Substitute Party**
Address	25 Doherty Avenue, Glenhaven NSW 2156
	Facsimile:

Name	**Landcom trading as UrbanGrowth NSW**
ABN	79 268 260 688
Short form name	**Continuing Party**
Address	Level 14, 60 Station Street, Parramatta NSW 2150
	Facsimile: (02) 9841 8688
	Attention: Kemal Hughes

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:68 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Background

A The Retiring Party and the Continuing Party are parties to the Principal Agreement.

B The Retiring Party and the Substitute Party have entered into a contract for the sale of the Land to the Substitute Party.

C Clause 16 of the Principal Agreement requires (amongst other things) the Retiring Party to obtain the Continuing Party's consent to the sale of the Land and also to procure the Substitute Party to enter into a deed on terms satisfactory to the Continuing Party.

D This deed is entered into as required under clause 16 of the Principal Agreement.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:69 of 134
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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia.

Claims includes:

(a) all liability, damage and loss;

(b) actions, applications, causes of action, arbitrations, claims, demands, orders, judgments; and

(c) debts, damages, penalties, payments and costs (including legal costs calculated on a solicitor and own client basis).

Effective Date means the date of completion of the sale of the Land to the Substitute Party.

Land means the "land" as defined under the Principal Agreement.

Principal Agreement means the voluntary contributions agreement and the contributions notice, copies of which are annexed as Annexure A.

1.2 Interpretation

In this deed, unless the contrary intention appears:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to **A$**, **$A**, **dollar** or **$** is to Australian currency;

(f) a reference to time is to New South Wales, Australia time;

(g) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;

(k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and

(l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Governing law and jurisdiction

This deed is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts of appeal from those courts.

2. Consent

The Continuing Party consents to the sale of the Land to the Substitute Party subject to the terms and conditions of this deed.

3. Novation

On and with effect from the Effective Date:

(a) the Substitute Party replaces the Retiring Party under the Principal Agreement;

(b) each reference in the Principal Agreement to the Retiring Party is to be read as a reference to the Substitute Party;

(c) the Substitute Party must comply with the terms of the Principal Agreement as it relates to the Retiring Party, whether or not it arises before or after the Effective Date; and

(d) the Continuing Party must comply with the terms of the Principal Agreement in favour of the Substitute Party.

4. Release

The Retiring Party releases the Continuing Party from any Claims the Retiring Party may have directly or indirectly resulting from the Principal Agreement, whether or not the Claim arises before or after the Effective Date.

5. Adjustments

5.1 Payments

The Retiring Party and the Substitute Party must adjust payments under the Principal Agreement without recourse to the Continuing Party.

5.2 Reimbursement of monies

The Retiring Party agrees that in the event that after the Effective Date the Continuing Party is required to reimburse or pay any monies under the Principal Agreement, the Continuing Party will be entitled to make those payments to the Substitute Party.

6. Costs, charges and expenses

6.1 Legal costs and disbursements

Each party must pay its own legal costs and disbursements in connection with preparing, negotiating, executing and completing this deed, and the cost of obtaining that party's mortgagee's consent, if required, in respect of this deed.

6.2 Duty

The Substitute Party must pay all duty (including fines, penalties and interest) on this deed.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:71 of 134
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7. Goods and services tax

7.1 Interpretation

Words or expressions used in this clause 7 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 7.

7.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this deed, unless specifically described in this deed as **GST Inclusive**, does not include an amount on account of GST.

7.3 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is imposed (not being a supply the consideration for which is specifically described in this deed as **GST inclusive**):

(a) the consideration payable or to be provided for that supply under this deed but for the application of this clause 7 (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply (**GST Amount**); and

(b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

7.4 Reimbursements (net down)

If a payment to a party under this deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled on its acquisition of the supply to which that loss, cost or expense relates.

7.5 Tax invoices

The Recipient need not pay the GST Amount for a supply made under or in connection with this deed until the Supplier has given the Recipient a tax invoice for that supply.

8. General

8.1 Alterations

This deed may be altered only in writing signed by each party.

8.2 Counterparts

This deed may be entered into by the exchange of executed counterparts.

8.3 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transaction contemplated by it.

8.4 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

8.5 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:72 of 134
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Signing page

EXECUTED as a deed

EXECUTION BY RETIRING PARTY

Signed by NJY Holdings NSW Pty Ltd ACN 610 520 244 by:

Signature of director/company secretary	Signature of director
Print name	Joanna Mikhael Print name

EXECUTION BY SUBSTITUTE PARTY

Signed by Bryce Anthony Jamie in the presence of:

Signature of witness	Signature
DONA KANNANGARA Print name	BRYCE ANTHONY JAMIE Print name:
6 NAMBUCCA STREET TURRAMURRA 2074 Address	

EXECUTION BY SUBSTITUTE PARTY

Signed by Rochelle Suzanne Jamie in the presence of:

Signature of witness

DONA KANNANGARA

Print name

6 NAMBUCCA STREET
TURRAMURRA 2074

Address

Signature

ROCHELLE SUZANNE JAMIE

Print name:

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:74 of 134
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EXECUTION BY CONTINUING PARTY

Signed for and on behalf of Landcom
by its attorneys jointly under power of attorney Book 4716 No 510 dated 28 October 2016
By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Street, Parramatta
Address of witness

Signature of attorney

Sandra Lee
Name of attorney

Acting General Counsel
Position of attorney

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Street t, Parramatta
Address of witness

Signature of attorney

VIKKI PONT
Name of attorney

SENIOR SOLICITOR
Position of attorney

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:75 of 134
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[redacted]

Annexure A – Principal Agreement

Annexure to Deed of novation

Riverstone Landowners Voluntary Contributions Agreement

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:76 of 134
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Riverstone Landowners Voluntary Contributions Agreement

under the
Environmental Planning and Assessment Act 1979

Landcom (t/a UrbanGrowth NSW)

Address: Level 14, 60 Station Street Parramatta, NSW 2150
Telephone: (02) 9841 8600
Facsimile: (02) 9841 8688
Email: riverstone@urbangrowth.nsw.gov.au
Representative: George Popovic

and

NJY Holdings NSW Pty Ltd

Address: Unit 6, 322 Annangrove Road, ROUSE HILL, NSW, 2155
Telephone: 0425 252 270
Facsimile:
Email: normany@ratsa.com.au

Land:

LOT 80-85 SEC 32 DP 1480

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:77 of 134
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Riverstone Landowner's Voluntary Contributions Agreement

Under clause 17 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*

parties

Landcom (t/a UrbanGrowth NSW) ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta, NSW 2150 **(UrbanGrowth NSW)**

and

NJY Holdings NSW Pty Ltd ACN 610 520 244 of Unit 6, 322 Annangrove Road, ROUSE HILL, NSW, 2155 **(landowner)**

Background

A UrbanGrowth NSW is established as a corporation under s5(1) of the *Landcom Corporation Act 2001* with the corporate name of Landcom and trades under the name of *UrbanGrowth NSW*.

B UrbanGrowth NSW is designated in the **subdivision order** as the relevant authority in respect of the land.

C The **landowner** is the owner of the land.

D UrbanGrowth NSW has issued the **landowner** a **contribution notice** requiring the **landowner** to make a **contribution** towards the **costs of subdivision works** and **development plan costs**.

E The landowner has elected to make a voluntary contribution.

F This **agreement** sets out the manner in which that **contribution** is to be made.

G UrbanGrowth NSW is authorised to enter into this **agreement** pursuant to clause 13(a) of Schedule 5 of the Act and the functions conferred on it by the **subdivision order**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:78 of 134
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Operative provisions

PART 1 - PRELIMINARY

1 Status of this agreement

1.1 This **agreement** is a voluntary contributions agreement within the meaning of clause 17(1) of Schedule 5 of the **Act**.

1.2 This **agreement** is also an agreement between the parties pursuant to section 30 of the **Just Terms Act** in respect of the **monetary contribution**, **land trade** or acquisition of the whole or any part of the **land** or an **interest** in the land contemplated by or permitted under this **agreement**.

2 Commencement of this agreement

2.1 This **agreement** commences on the date on which it has been executed by all **parties**.

2.2 The **party** who executes this **agreement** last is to insert on the front page the date they did so and provide a copy of the fully executed and dated **agreement** to any other person who is a **party**.

3 Warranties

3.1 The **landowner** warrants that it is the legal and beneficial owner of the land and:

3.1.1 has full capacity to enter into this **agreement**, and

3.1.2 is able to fully comply with his or her obligations under this **agreement**.

4 Modification of the plan of subdivision

4.1 The **plan of subdivision** may be varied by UrbanGrowth NSW if:

4.1.1 the variation is minor within the meaning of clause 268ZL(5) of the **Regulation**; or

4.1.2 the **development plan** is amended in accordance with the **Act** and **Regulation** to contain a modified plan of subdivision, to reflect the changes to the **plan of subdivision** which forms part of the amended **development plan**.

5 Landowner's Consent and Execution of Documents

5.1 The **landowner** consents to the lodgement by UrbanGrowth NSW of applications for **subdivision certificates** in respect of the **plan of subdivision**.

5.2 The **landowner** also consents to the creation of any easements or covenants which affect the **land** which are either:

5.2.1 shown on the **plan of subdivision**; or

5.2.2 required by the local council or other authority as a condition of issuing the **subdivision certificates**; or

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:79 of 134
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5.2.3 otherwise reasonably necessary to effect the **subdivision works**.

5.3 The **landowner** must sign, and must procure all persons with a **registered interest** whose signature is required to sign, all documents reasonably necessary to:

5.3.1 register plans to give effect to the **plan of subdivision**;

5.3.2 create any easements or covenants referred to in clause 5.2; and

5.3.3 give effect to the **plan of subdivision** and those easements or covenants,

and deliver the signed documents to UrbanGrowth NSW on execution of this **agreement**, or within 14 days of being requested to do so by UrbanGrowth NSW, .

5.4 The **landowner** must, by the **final date**, either produce to UrbanGrowth NSW written evidence (including any title production number given to the **landowner** or its **mortgagee** by LPI) that the certificate of title to the **land** has been lodged with LPI for the purpose of this **agreement**, or provide (or procure the provision of) the certificate of title to the land to UrbanGrowth NSW to hold in escrow to be produced to LPI for the purposes of this **agreement**. The **landowner** may not (and may not permit any other person to) uplift any title documents so produced without the consent of UrbanGrowth NSW.

5.5 If the **landowner** or any other **interest holder** does not comply with clause 5.3 or 5.4, then UrbanGrowth NSW may apply to the Registrar-General under the Real Property Act 1900 for a dispensation of the requirement to produce the certificate of title to the **land** or any other document when registering plans or dealings for the purposes of this **agreement**.

5.6 If the **landowner** or any other **interest holder** does not comply on time with a requirement in this clause 5, UrbanGrowth NSW is not required to give the **landowner** or any other person a notice under clause 18.1 before UrbanGrowth NSW exercises any of its rights under this clause or any other clause of this **agreement**.

PART 2 – URBANGROWTH NSW'S OBLIGATIONS

6 Implementation of Development Plan and Carrying out of Subdivision Works

6.1 Subject to all **landowners** making their **contributions**, UrbanGrowth NSW will:

6.1.1 carry out the **subdivision works**; and

6.1.2 subdivide the **subdivision land** in accordance with the **plan of subdivision**,

in accordance with the **development plan**.

6.2 To give effect to UrbanGrowth NSW's obligations under clause 6.1, UrbanGrowth NSW may take any action UrbanGrowth NSW is permitted to undertake under the **development plan**, the **subdivision order**, any laws, or as UrbanGrowth NSW determines are required in its absolute discretion, including:

6.2.1 causing the **subdivision works** to be undertaken on the **subdivision land**, including:

(a) works for the purpose of roads, as shown on the **plan of subdivision**,

(b) works for the purpose of water supply, as shown on the water servicing figure in Schedule 3 of the **development plan**,

(c) works for the purpose of sewerage services, as shown on the sewerage servicing figure in Schedule 3 of the **development plan**,

(d) works for the purpose of drainage, as shown on the drainage figure in Schedule 3 of the **development plan**,

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:80 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(e) works for the purpose of electricity supply, as shown on the electricity reticulation figure in Schedule 3 of the **development plan**,

(f) works for the purpose of gas supply,

(g) works for the purpose of telecommunications,

(h) works for the purpose of site remediation, in accordance with the Remediation Action Plan from DLA Environmental dated September 2016,

(i) works for the purpose of demolition as shown in RPS Survey Plan dated 28 April 2014, and

(j) works required for the purposes of, or ancillary to, the above works, and

6.2.2 subject to the terms of this **agreement** and the **development plan**, procuring lodgement of all plans and documents necessary to subdivide the **subdivision land** in accordance with the **plan of subdivision**, or as permitted by the **subdivision order**, the **development plan**, by law or under this **agreement**.

PART 3 - LANDOWNER'S CONTRIBUTION

7 Contribution Liability

7.1 This **agreement**, for so long as it remains on foot, overrides any **contribution notice** issued to the **landowner**.

7.2 The **landowner** must provide the **contribution** in accordance with the provisions of this **agreement**.

8 Landowner's Election

8.1 The **landowner** elects to meet its **contribution** by way of:

8.1.1 a monetary contribution; or

8.1.2 a **land trade**; or

8.1.3 partly a **monetary contribution** and partly a **land trade**,

as specified in the **reference schedule**.

9 Land Trade

9.1 The **landowner** agrees to UrbanGrowth NSW compulsorily acquiring the **traded land** on the terms and conditions set out in the **development plan** and this **agreement**.

10 Road land

10.1 The **landowner** agrees to UrbanGrowth NSW compulsorily acquiring the **road land** owned by the **landowner** (or an interest in that land) if UrbanGrowth determines to do so in accordance with the **development plan**.

10.2 The **landowner** agrees that the compensation to which it is entitled for the acquisition of the **road land** is the carrying out of the **subdivision works**, and the performance of functions by UrbanGrowth NSW to achieve the **planning purpose**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:81 of 134
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10.3 The landowner agrees that it will not be entitled to any monetary compensation for the acquisition of the road land or an interest in the road land.

10.4 If UrbanGrowth NSW determines that it will not compulsorily acquire the road land owned by the landowner, the landowner must do all things necessary or required by UrbanGrowth NSW to dedicate that road land as a public road, including by executing the plan of subdivision or another plan giving effect to the dedication of the road land as a public road.

11 Additional individual costs

11.1 The landowner acknowledges that the contribution includes a component for individual costs, based on an estimate of costs in accordance with the development plan, and a component for shared costs.

11.2 UrbanGrowth NSW is entitled to issue notices under the development plan to require the landowner to pay additional amounts to reflect the amount by which the actual individual costs incurred by UrbanGrowth NSW exceed the estimated amounts shown in the development plan.

11.3 Despite the provisions of the development plan, UrbanGrowth NSW agrees that it will not increase the component of the contribution for shared costs, nor the component of the individual costs described in the development plan as 'cost of funds', except as permitted under clause 11.4.

11.4 If UrbanGrowth NSW exercises a right contemplated under 17.6, UrbanGrowth NSW may include in the calculation of individual costs described in the development plan as 'cost of funds' an amount calculated as follows:

$$C = \frac{D \times I \times N}{365}$$

where

C is the amount by which the estimate of the cost of funds component of individual costs will be increased from the estimated amount specified in Schedule 6 of the development plan as 'cost of funds'

D is the amount paid to the mortgagee and any other costs or expenses incurred by UrbanGrowth in connection with the mortgage

I is the interest rate

N is the number of days in the period commencing on the date UrbanGrowth NSW pays the amount 'D' and ending on the date on which "completion of this plan" (as defined in the development plan) occurs.

11.5 Subject to clause 11.3, if UrbanGrowth NSW issues a notice in accordance with the development plan, the contribution is increased by the amount of the additional individual costs so notified.

11.6 The landowner may elect to pay the additional individual costs the subject of a notice under the development plan by:

11.6.1 paying that amount within 20 business days of the date of the notice; or

11.6.2 if they have additional land to trade (in addition to any traded land or road land), by agreeing to include part or all of that additional land (in whole lot increments) in the traded land and the area of the traded land specified in the reference schedule and the traded land in schedule 4 are taken to have been amended accordingly.

12 Surplus

12.1 UrbanGrowth NSW will pay the surplus to the landowner as soon as practicable after completion in accordance with the development plan.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:82 of 134
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PART 4 – ACCESS TO LAND

13 Access before Acquisition

13.1 The **landowner** agrees that UrbanGrowth NSW can access the **land** at any time prior to any part of the **land** being vested in UrbanGrowth NSW for the **planning purpose** in accordance with the conditions set out in Schedule 6.

14 Access after Acquisition

14.1 UrbanGrowth NSW must notify the **landowner** 7 days prior to the expected date of publication of any acquisition notice in respect of the **land** in the Government Gazette that it intends to publish that notice.

14.2 The **landowner** agrees that it will provide vacant possession of the whole of the **land** acquired under this **agreement** within 7 days after the publication of the acquisition notice in the Government Gazette.

14.3 The **landowner** releases UrbanGrowth NSW from and against any **claim** which the **landowner** or a person who makes a **claim** through the **landowner** may have against UrbanGrowth NSW in connection with the exercise of UrbanGrowth NSW's rights under this clause.

PART 5 – SECURITY AND ENFORCEMENT

15 Registration of this agreement

15.1 The **parties** agree to register this **agreement** for the purposes of clause 17(2) of Schedule 5 of the **Act**.

15.2 On execution of this **agreement**, the **landowner** is to give UrbanGrowth NSW:

15.2.1 the 'Request' form contained in Schedule 7, completed and executed by:

(a) the landowner; and

(b) if, at the time the **landowner** enters into this **agreement**, the landowner's **land** is subject to a registered mortgage, the landowner's **mortgagee**,

in registrable form;

15.2.2 the written irrevocable consent of each person who has a **registered interest** in the **land** to the registration of this **agreement**, in the form contained in Schedule 9, completed with details of the person who has the **registered interest** and signed by or on behalf of that person; and

15.2.3 either:

(a) written evidence (including any title production number issued by **LPI**) that the certificate of title to the **land** has been lodged with **LPI** for the purposes of this **agreement**; or

(b) the certificate of title to the **land**, which is then to be held in escrow and to be produced to **LPI** by UrbanGrowth NSW for the purposes of this **agreement**.

15.3 The **landowner** may not (and may not permit any other person to) uplift any title documents produced in accordance with clause 15.2.3(a) without the consent of UrbanGrowth NSW.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:83 of 134
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15.4 If the landowner does not comply with clause 15.2.3, then UrbanGrowth NSW may apply to the Registrar-General under the *Real Property Act 1900* for a dispensation of the requirement to produce the certificate of title to the land for the purposes of registering this agreement on the title to the land.

15.5 The landowner is to do such other things as are reasonably necessary to enable registration of this agreement to occur, including assisting UrbanGrowth NSW with replying to and complying with any requisitions raised by LPI in relation to the registration of this agreement.

15.6 The parties are to do such things as are reasonably necessary to remove any notation relating to this agreement from the title to the land once the landowner has completed its obligations under this agreement to the reasonable satisfaction of UrbanGrowth NSW or this agreement is terminated or otherwise comes to an end for any other reason.

16 Restriction on dealings

16.1 The landowner is not to:

16.1.1 sell or transfer the land, or

16.1.2 assign the landowner's rights or obligations under this agreement, or novate this agreement,

to any person unless:

16.1.3 the landowner has, at no cost to UrbanGrowth NSW, first procured the execution by the person to whom the land or part is to be sold or transferred or the landowner's rights or obligations under this agreement are to be assigned or novated, of a deed or other agreement in favour of UrbanGrowth NSW on terms reasonably satisfactory to UrbanGrowth NSW, and

16.1.4 UrbanGrowth NSW has given written notice to the landowner stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing the landowner's obligations under this agreement, and

16.1.5 the landowner is not in breach of this agreement, and

16.1.6 UrbanGrowth NSW otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

16.2 The landowner must not grant any new lease, licence or any other occupany rights in respect of the land after the date of this agreement without the prior written approval of UrbanGrowth NSW, which approval shall not be unreasonably withheld.

17 Mortgage interests in the land

17.1 If, at the time the landowner enters into this agreement, the landowner's land is subject to a registered mortgage, the landowner must procure the execution by the mortgagee of a financier's consent deed on or prior to the date of this agreement.

17.2 The landowner warrants that there is no unregistered mortgage or other interest in the land as at the date of this agreement.

17.3 The landowner must not create any mortgage over the land or grant any other interest in the land after the date of this agreement without the prior written approval of UrbanGrowth NSW, which approval shall not be unreasonably withheld and may be granted subject to any reasonable conditions required by UrbanGrowth NSW.

17.4 Without limiting the generality of this clause, UrbanGrowth NSW may require as a condition of its approval to the creation of any mortgage that the proposed mortgagee executes a financier's consent deed prior to the mortgage being created.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:84 of 134
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17.5 If:

17.5.1 the **mortgagee** does not enter into the **financier's consent deed** when it is required to do so under this agreement; or

17.5.2 the **mortgagee** breaches the **financier's consent deed**,

UrbanGrowth NSW may request the **landowner** to:

17.5.3 provide information to UrbanGrowth NSW in relation to the **landowner's mortgage** (including the principal outstanding under the **mortgage**) for the purposes of determining whether or not UrbanGrowth NSW wishes to take any of the actions referred to in clauses 17.6.1 to 17.6.5; and

17.5.4 consent to UrbanGrowth NSW taking any of the actions referred to in clauses 17.6.1 to 17.6.5.

17.6 If the **landowner** consents, UrbanGrowth NSW may (but is not obliged to):

17.6.1 compulsorily acquire the **mortgage** in accordance with the **Just Terms Act**;

17.6.2 pay the **mortgagee** compensation and other amounts in accordance with:

(a) if the **financier's consent deed** or some other agreement under section 30 of the **Just Terms Act** has been entered into, that deed or agreement; or

(b) otherwise, in accordance with the provisions of the Just Terms Act;

17.6.3 discharge the **mortgage** at any time after it has been acquired (or require the **mortgagee** to do so);

17.6.4 include any amounts paid by UrbanGrowth NSW in connection with the acquisition or discharge as part of the **specific costs** for that **landowner**; and

17.6.5 increase the **individual costs** for that **landowner** in accordance with clause 11.4,

17.7 The **landowner** acknowledges that clause 6.1 of the **development plan** will not apply to any **mortgage** which has been discharged in accordance with clause 17.6.3.

17.8 Nothing in this clause 17 limits or otherwise affects the power of UrbanGrowth NSW to compulsorily acquire the **land** in accordance with the Act.

18 Breach of obligations

18.1 If UrbanGrowth NSW considers that the **landowner** is in breach of any obligation under this **agreement**, it may give a written notice to the **landowner**:

18.1.1 specifying the nature and extent of the breach, and

18.1.2 requiring the landowner to rectify the breach within a specified period if UrbanGrowth NSW reasonably considers the breach is capable of rectification.

18.2 If the **landowner** fails to comply with a notice issued under this clause, or if clause 5.6 applies, UrbanGrowth NSW may, without further notice to the **landowner**, and despite any other rights UrbanGrowth NSW may have under this **agreement** or at law or in equity:

18.2.1 recover any **contribution** outstanding under this agreement, by compulsorily acquiring the whole or such part of the **land** (in whole lot increments) at the rate per square metre specified for **traded land rate** in the **reference schedule** as sufficient to recover the **contribution** outstanding; and

18.2.2 in relation to any other breach, remedy the breach (if it can be remedied) and recover its costs of doing so by including those costs in the calculation of specific costs.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:85 of 134
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18.3 For the purpose of clause 18.2, UrbanGrowth NSW's costs of remedying a breach the subject of a notice given under clause 18.1 include:

18.3.1 the costs of UrbanGrowth NSW's servants, agents and contractors reasonably incurred for that purpose,

18.3.2 all fees and charges necessarily or reasonably incurred by UrbanGrowth NSW in remedying the breach, and

18.3.3 all legal costs and expenses reasonably incurred by UrbanGrowth NSW, by reason of the breach.

18.4 The landowner agrees that any compulsory acquisition of the land or any part of it by UrbanGrowth NSW under this clause constitutes a section 30 agreement under the Just Terms Act in relation to that compulsory acquisition.

18.5 If, as a result of the acquisition of any part of the land owned by the landowner or an interest in that land, UrbanGrowth NSW is required to pay compensation under the Just Terms Act to any person other than the landowner, that compensation will form part of the specific costs.

PART 6 – INDEMNITIES & INSURANCE

19 Indemnity

19.1 The landowner indemnifies UrbanGrowth NSW against all claims that may be made by any person with an interest in the land (as defined in the Just Terms Act) against UrbanGrowth NSW as a result of the acquisition pursuant to this agreement by UrbanGrowth NSW of the whole or any part of the land or any interest in the land.

20 Insurance

20.1 UrbanGrowth NSW is to, or is to ensure its contractors, take out and keep current all insurances required by law in relation to the carrying out of the subdivision work.

21 Work Health & Safety

21.1 For the purposes of the WHS laws, to the extent that this agreement involves the landowner commissioning a construction project within the meaning of the WHS laws, the landowner:

21.1.1 engages UrbanGrowth NSW as the principal contractor for that construction project;

21.1.2 authorises UrbanGrowth NSW to have management or control of the workplace and to discharge the duties of a principal contractor under Chapter 6 of the *Work Health and Safety Regulation 2011* in respect of that construction project; and

21.1.3 agrees that UrbanGrowth NSW may engage a third party as the principal contractor for that construction project under another contract.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:86 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

PART 7 - OTHER PROVISIONS

22 Amendments to development plan

22.1 If the **development plan** is amended other than by way of a minor amendment as defined in clause 268ZL of the **Regulation**, the **parties** must use all reasonable endeavours to agree on and implement appropriate amendments to this **agreement** to give effect to the changes to the **development plan**.

22.2 A failure to reach agreement pursuant to this clause entitles either party to terminate this agreement and clause 23.3 applies.

23 Termination

23.1 If at any time, the **development plan** is declared invalid, then UrbanGrowth NSW may, in its absolute discretion, either:

23.1.1 terminate this **agreement**; or

23.1.2 advise the **landowner** that the **agreement** is suspended until such time as a new development plan within the meaning of Schedule 5 of the **Act** is made, following which the parties must negotiate on any consequential amendments required to this **agreement** and clause 22 applies, as though the new development plan was an amendment to the **development plan**.

23.2 UrbanGrowth NSW may terminate this **agreement** if it is of the opinion that any material change of circumstance has occurred, or is imminent, including:

23.2.1 any change to a law that restricts or prohibits or enables any planning authority to restrict or prohibit any aspect of the subdivision proposed in the **plan of subdivision**;

23.2.2 anything which materially affects the **development plan costs** or the costs of the provision, extension and augmentation of **subdivision works**; and

23.2.3 a failure to obtain the consent of owners of the **land** the subject of the **plan of subdivision** to a major amendment to the **development plan**, within the meaning of clause 268ZL of the **Regulation**, which UrbanGrowth NSW considers to be necessary or desirable.

23.3 If the **agreement** is terminated pursuant to this clause, the **parties** are to co-operate and do all things reasonably practicable to return the **parties** to the position they were in before any obligations were performed under this **agreement**.

24 Notices

24.1 A notice, consent, information, application or request (**notification**) given or made to a **party** under this **agreement** may only be given or made if it is in writing and sent in one of the following ways:

24.1.1 delivered or posted to that **party** at its address set out on the front page of this **agreement**,

24.1.2 faxed to that **party** at its fax number set out on the front page of this **agreement**, or

24.1.3 emailed to that **party** at its email address set out on the front page of this **agreement**.

24.2 A **party** may change its address or fax number by giving the other **party** 3 business days' notice of the change, in which case the new address or fax number is treated as the address or number on the front page of this **agreement**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:87 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

24.3 A **notification** is to be treated as given or made if it is:

24.3.1 delivered, when it is left at the relevant address,

24.3.2 sent by post, 2 business days after it is posted,

24.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number, or

24.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

24.4 If a **notification** is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the **party** to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

25 Costs

25.1 The **landowner** must pay its own costs of preparing, negotiating, executing and stamping this **agreement** and any document related to this **agreement**.

26 Entire agreement

26.1 This **agreement** and the **development plan** contain everything to which the **parties** have agreed in relation to the matters deals with in those documents.

27 Further acts

27.1 Each **party** must promptly execute all documents and do all things that another **party** from time to time reasonably requests to effect, perfect or complete this **agreement** and all transactions incidental to it.

28 Governing law and jurisdiction

28.1 This **agreement** is governed by the law of New South Wales.

28.2 The **parties** submit to the non-exclusive jurisdiction of its courts and courts of appeal from them, and are not to object to the exercise of jurisdiction by those courts on any basis

29 Joint and individual liability and benefits

29.1 Except as otherwise set out in this **agreement**:

29.1.1 any agreement, covenant, representation or warranty under this **agreement** by 2 or more persons binds them jointly and each of them individually, and

29.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:88 of 134
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30 No Fetter

30.1 Nothing in this **agreement** shall be construed as requiring UrbanGrowth NSW to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

31 Illegality

31.1 If this **agreement** or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the **parties** are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this **agreement** is entered into.

32 Severability

32.1 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

32.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this **agreement**, but the rest of this **agreement** is not affected.

33 Amendment

33.1 No amendment of this **agreement** has any force or effect unless it is in writing and signed by the **parties** to this **agreement**.

34 Waiver

34.1 A **party** does not waive any of the other **party's** obligation or breach of obligation merely by failing to do, or delaying in doing, something under this **agreement**.

34.2 A waiver by a **party** is effective only if it is in writing.

34.3 A written waiver by a **party** is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

35 GST

35.1 In this clause:

adjustment note, consideration, GST, GST group, margin scheme, money, supply and **tax invoice** have the meaning given by the **GST law**.

GST amount means in relation to a **taxable supply** the amount of GST payable for the **taxable supply**.

GST law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Input tax credit has the meaning given by the GST Law and a reference to an **input tax credit** entitlement of a **party** includes an **input tax credit** for an acquisition made by that **party** but to which another member of the same **GST group** is entitled under the **GST law**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:89 of 134
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taxable supply has the meaning given by the **GST law**, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the **margin scheme** in working out the amount of **GST** on that supply.

35.2 Subject to clause 35.4, if **GST** is payable on a **taxable supply** made under, by reference to or in connection with this **agreement**, the **party** providing the **consideration** for that **taxable supply** must also pay the **GST amount** as additional consideration.

35.3 Clause 35.2 does not apply to the extent that the **consideration** for the **taxable supply** is expressly stated in this **agreement** to be **GST** inclusive.

35.4 No additional amount is payable by UrbanGrowth NSW under clause 35.2 unless, and only to the extent that, UrbanGrowth NSW (acting reasonably and in accordance with the **GST law**) determines that it is entitled to an **input tax credit** for its acquisition of the **taxable supply** giving rise to the liability to pay **GST**.

35.5 If there are **supplies** for **consideration** which is not **consideration** expressed as an amount of **money** under this **agreement** by one **party** to the other **party** that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the **parties** agree:

35.5.1 to negotiate in good faith to agree the **GST** inclusive market value of those Supplies before issuing **tax invoices** for those **supplies**;

35.5.2 that any amounts payable by the **parties** in accordance with clause 35.2 (as limited by clause 35.4) to each other for those **supplies** will be set off against each other to the extent that they are equivalent in amount.

35.6 No payment of any amount under this clause, and no payment of the **GST amount** where the **consideration** for the **taxable supply** is expressly agreed to be **GST** inclusive, is required until the supplier has provided the recipient with a **tax invoice** or **adjustment note** as the case may be.

35.7 Any reference in the calculation of **consideration** or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a **party**, must exclude the amount of any **input tax credit** entitlement of that **party** in relation to the relevant cost, expense or other liability.

35.8 This clause continues to apply after expiration or termination of this **agreement**.

35.9 To the extent that the acquisition of any part of the **land** under this **agreement** is a **taxable supply**, the **parties** agree to apply, if possible, the **margin scheme**.

36 Dictionary & Interpretation

36.1 The dictionary contained in Schedule 1 defines words and expressions which appear in bold in this **agreement** for the purposes of this **agreement**.

36.2 In the interpretation of this **agreement**, the following provisions apply unless the context otherwise requires:

36.2.1 Headings are inserted for convenience only and do not affect the interpretation of this **agreement**.

36.2.2 A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.

36.2.3 If the day on which something is to be done under this **agreement** is not a business day, then it must be done on the next business day.

36.2.4 A reference to dollars or $ means Australian dollars and all amounts payable under this **agreement** are payable in Australian dollars.

36.2.5 A reference in this **agreement** to a $ value relating to a development contribution is a reference to the value exclusive of **GST**, unless otherwise indicated in this **agreement** or the **development plan**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:90 of 134
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36.2.6 A reference to any legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

36.2.7 A reference to any agreement, **agreement** or document is to that agreement, **agreement** or document as amended, novated, supplemented or replaced.

36.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this **agreement**.

36.2.9 A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

36.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.

36.2.11 The singular includes the plural, and the plural includes the singular.

36.2.12 References to the word 'include' or 'including' are to be construed without limitation.

36.2.13 A reference to a **party** to this **agreement** includes a reference to the **party**'s employees, agents and contractors, and the **party**'s successors and assigns.

36.2.14 Any schedules, appendices and attachments form part of this **agreement**.

37 Special Conditions

37.1 The special conditions referred to in Schedule 10 (if any) form part of this **agreement**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:91 of 134
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Schedule 1

Dictionary

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

agreement means this **agreement** and includes any schedules, annexures and appendices to this **agreement**.

claim includes a claim, demand; remedy, suit, injury, damage, loss, **cost**, liability, action, proceeding or right of action but does not include proceedings to enforce this **agreement** in the Land and Environment Court or any Court on appeal from that Court.

completion means the date of completion of the **development plan**, determined in accordance with the **development plan**.

contribution means the **landowner's** contribution specified in the **reference schedule**, as varied by clause **11**.

contribution notice means a notice issued on the **landowner** under clause 9(1) of Schedule 5 of the **Act**.

cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

council means Blacktown City Council.

development plan means the plan prepared by UrbanGrowth NSW under clause 6 of Schedule 5 of the **Act** and adopted in accordance with clause 268ZJ of the **Regulation** on 8 February 2016, which is the subject of the **subdivision order** a copy of which is contained in Schedule 5.

development plan costs has the same meaning as in the **Act**.

final date means the dates specified as such in the **reference schedule** in relation to each of the **traded land** and the **monetary contribution**.

financier's consent deed means the deed between any **mortgagee** of the land, the **landowner** and UrbanGrowth NSW, substantially in the form contained in Schedule 8 or in some other form reasonably acceptable to UrbanGrowth, pursuant to which the **mortgagee** consents to this **agreement** and agrees to comply with and be bound by the provisions of this **agreement**.

individual costs has the same meaning as in the **development plan**.

Interest means an estate or interest in the **land** within the meaning of the **Just Terms Act**.

interest holder means any person, other than the **landowner**, who owns or claims to own an **interest**.

interest rate means the rate of interest specified in the reference schedule.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

land means the land specified on the front page of this **agreement**.

landowner has the same meaning as in the **development plan**.

land trade has the same meaning as in the **development plan**.

LPI means Land and Property Information.

monetary contribution has the same meaning as in the **development plan**.

mortgage includes a mortgage, charge, lien or other security right or **interest** in the **land**.

mortgagee means a person who has, claims to have or proposes to be granted a registered mortgage, charge, lien or other security right or interest over or with respect to the **land** or any plant, equipment, fixtures or chattels in or on the **land**.

party means a party to this **agreement**, including their successors and assigns.

plan of subdivision means the plan contained in Schedule 3 as modified in accordance with clause 4.

planning purpose has the same meaning as in the **development plan**.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:92 of 134
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reference schedule means Schedule 2.

registered interest means an estate or interest in the **land** which is registered under the *Real Property Act 1900*.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

road land means those parts of the **land** coloured grey on the **plan of subdivision** and the plan in Schedule 3.

shared costs has the same meaning as in the **development plan**.

specific costs has the same meaning as in the **development plan**.

subdivision certificate has the same meaning as in the **Act**.

subdivision order means the order contained in schedule 5.

subdivision land means the **land** the subject of the **subdivision order**.

subdivision works has the same meaning as in the **development plan**.

surplus means the amount calculated in accordance with the formula in clause 8 of the **development plan**.

traded land means the proposed lot or lots on the **plan of subdivision** which are so specified in the **reference schedule** and which are shown on the plan in Schedule 4.

traded land rate comprises:

(a) the rate per square metre of the value of the land determined in accordance with regulation 268ZM(2) of the Regulation; and

(b) any additional amount agreed between the parties,

the sum of which is specified in the **reference schedule**.

WHS laws means the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:93 of 134
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Schedule 2

Reference Schedule

A. contribution (Schedule 1)	☑ $ 712,383.46 monetary contribution ☐ $ 775,193.88 land trade ☐ $_____ combination of land trade and monetary contribution
B. landowner's election (clause 8.1)	☑ monetary contribution ☐ land trade ☐ combination of land trade and monetary contribution
C. amount of monetary contribution (if any)	☐ Not applicable ☑ $68,248.51 monetary contribution
D. traded land (Schedule 1)	☑ Not applicable ☐ As shown on the plan in Schedule 4
E. area of traded land	☑ Not applicable ☐ _____ square metres
F. traded land rate (Schedule 1)	$ 432.56 psm
G. final date (Schedule 1)	The date which is thirty (30) days after UrbanGrowth NSW serves notice on the landowner that UrbanGrowth NSW intends to lodge the plan of subdivision with LPI.
H. interest rate (Schedule 1)	5% per annum

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:94 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Schedule 3

Plan of subdivision

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:95 of 134
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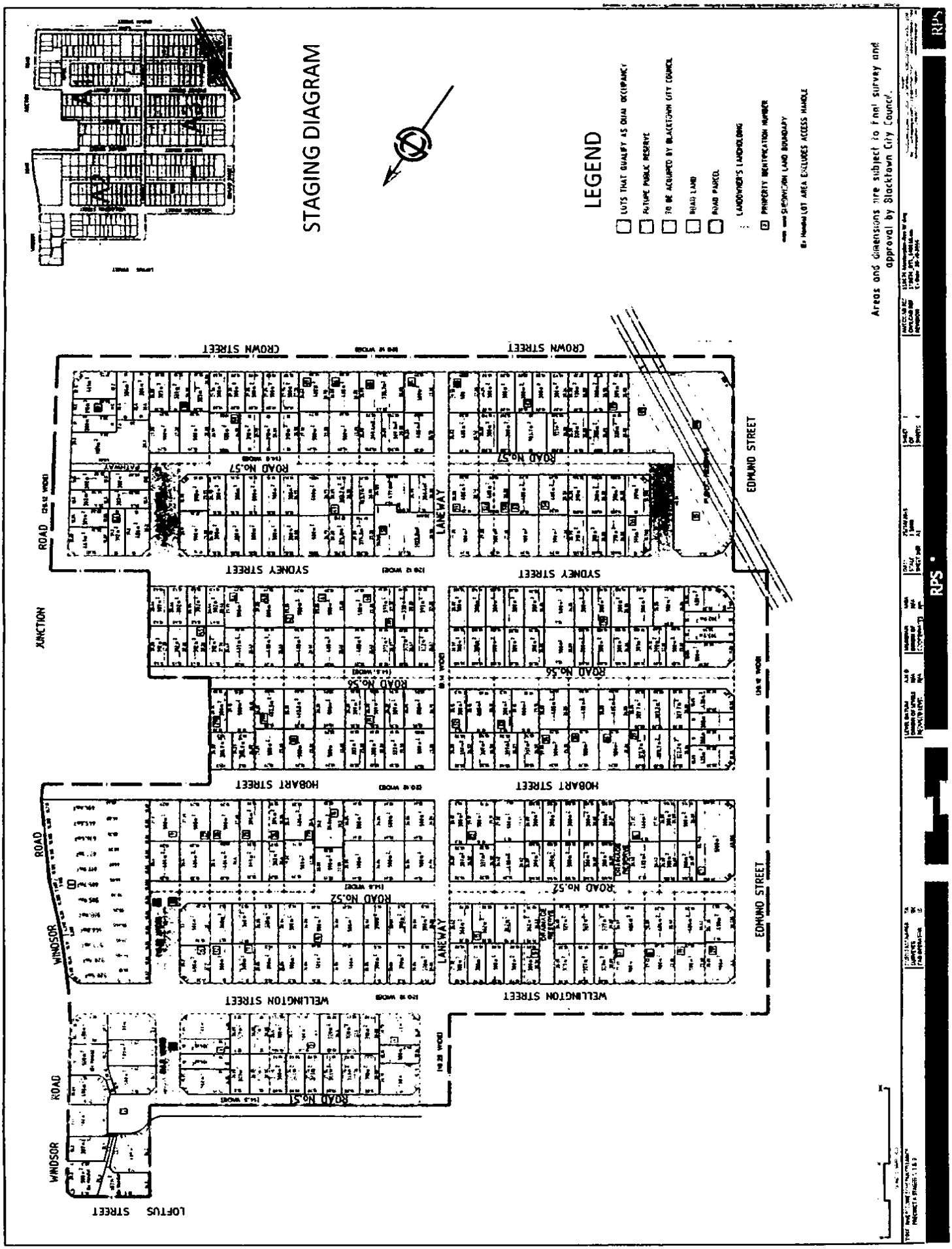

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:96 of 134
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Schedule 4

Plan showing traded land

☒ Not applicable

☐ See attached Plan

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:97 of 134
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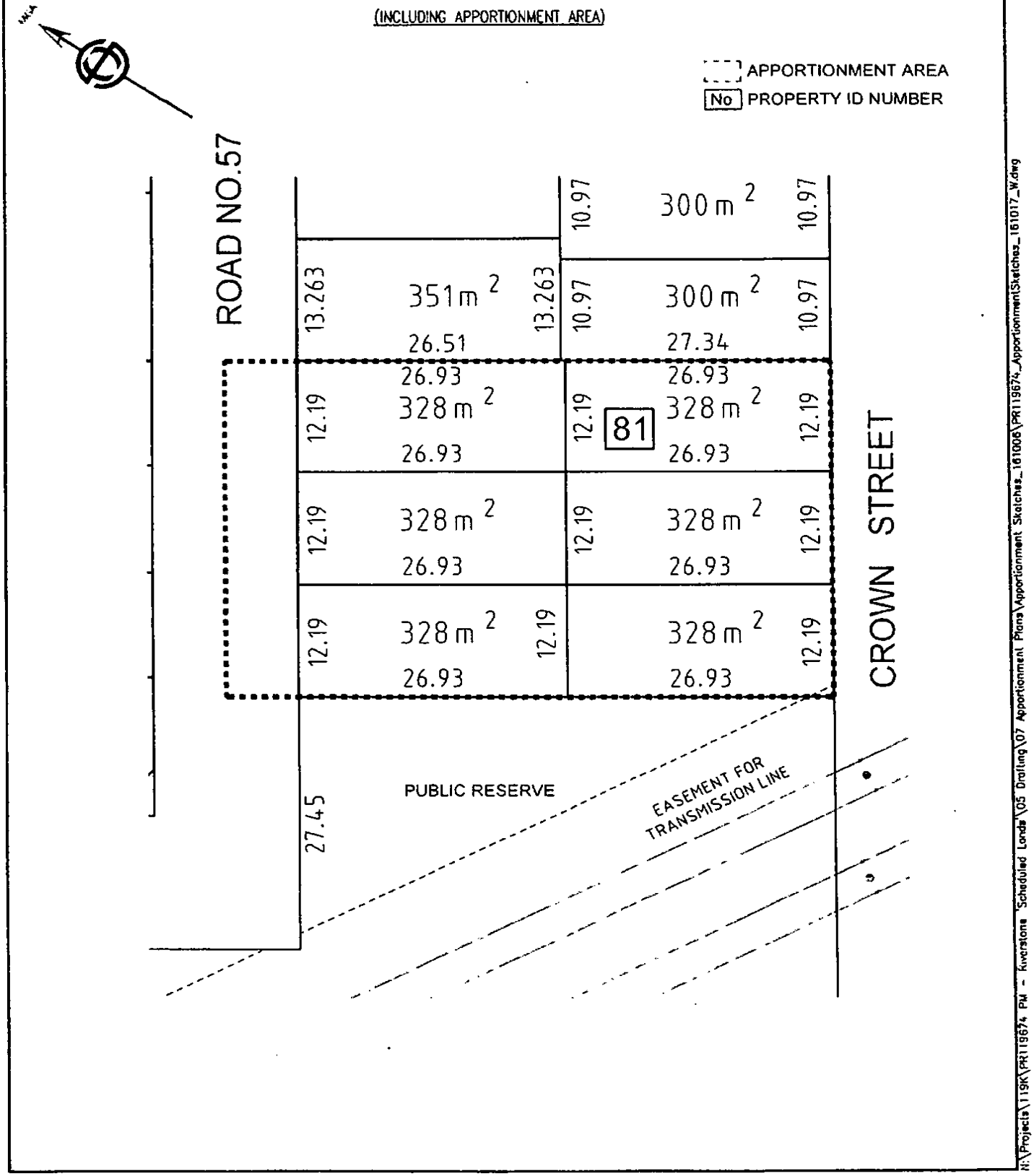
NEW SUBDIVISION AREA

(INCLUDING APPORTIONMENT AREA)

APPORTIONMENT AREA

No PROPERTY ID NUMBER



N:\Projects\119K\PR119674 PW - Riverstone Scheduled Lands\05 Drafting\07 Apportionment Plans\Apportionment Sketches_161006\PR119674_ApportionmentSketches_161017_W.dwg

TITLE: PLAN SHOWING SITE APPORTIONMENT AREA FOR RIVERSTONE SCHEDULED LANDS PRECINCT A STAGES 1, 2 & 3

NJY HOLDINGS PTY LTD

DATE: 17/10/2016
SCALE: 1:500
REVISION: W

CLIENT: URBANGROWTH NSW
JOB NO: PR119674
RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)
29-31 LEXINGTON DRIVE, PO BOX 6843 BAULKHAM HILLSNSW 2153
T 02 8884 6900 F 02 8884 6999 www.rpsgroup.com.au

creativepeople

RPS

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:98 of 134
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Schedule 5

Subdivision Order

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:99 of 134
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ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Riverstone Scheduled Lands Precinct A (Stages 1–3) 2016 – Subdivision Order

I, the Minister for Planning, pursuant to Clause 3 of Schedule 5 of the *Environmental Planning and Assessment Act 1979* make the following Subdivision Order.

Date: 12th October 2016

The Hon ROB STOKES, MP
Minister for Planning

1. Name of Order

This Order is the *Riverstone Scheduled Lands Precinct A (Stages 1–3) Subdivision Order 2016.*

2. When Order takes effect

This Order is made on 11 November 2016.

3. Subdivision Land

I declare the land described as follows to be *subdivision land*:

Real Property Description	Street Name
Lots 52 – 70 Section 29 DP 1480	Wellington Street Riverstone
Lots 1 – 19, 21 – 39 Section 30 DP 1480 Lots 40 – 51 Section 30 DP 1480 Lots 52-70 & 75-90 Section 30 DP 1480	Wellington Street Riverstone Windsor Road Riverstone Hobart Street Riverstone
Lots 1 – 19, 21 – 35 Section 31 DP 1480 Lots 52 – 70, 72 – 90 Section 31 DP 1480	Hobart Street Riverstone Sydney Street Riverstone
Lots 1 – 19, 21 – 39 Section 32 DP 1480 Lots 40 – 51 Section 32 DP 1480 52 – 70 & 72 – 90 Section 32 DP 1480	Sydney Street Riverstone Junction Road Riverstone Crown Road Riverstone
Lots 40 – 45 DP 135718	Windsor Road Riverstone
Lots 46 – 51 DP 456639	Windsor Road Riverstone
Lot 1 DP 790639	Hobart Street Riverstone
Part Wellington Street, part Edmund Street, part Hobart Street, part Sydney Street, part Crown Street, part Junction Road and existing laneways	

as shown in the plan of *subdivision land* in Schedule 1 of this Order.

4. Relevant Authority

The *relevant authority for the subdivision land* is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150.

5. Development Plan

The *development plan* for the subdivision land is the Riverstone Scheduled Lands Development Plan (Precinct A (Stages1–3)) February 2016, a copy of which is at Schedule 2.

6. Planning Purpose

The planning purpose for which this *subdivision order* is made is to promote and co-ordinate the orderly and economic use and development of the *subdivision land*, to be achieved by the relevant authority providing infrastructure, re-subdividing the *subdivision land* and recouping its costs through contributions from landowners in the form of monetary contributions or land trade as set out in the *development plan*.

7. Functions of the Relevant Authority

The *relevant authority* has all of the functions set out in clauses 7–13 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*.

8. Subdivision Works

The *relevant authority* shall undertake the *subdivision works* described in clause 3.1 of the *development plan*.

Schedules

Schedule 1 Plan of subdivision land

Schedule 2 – Riverstone Scheduled Lands Development Plan (Precinct A (Stages1–3)) February 2016

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:100 of 134
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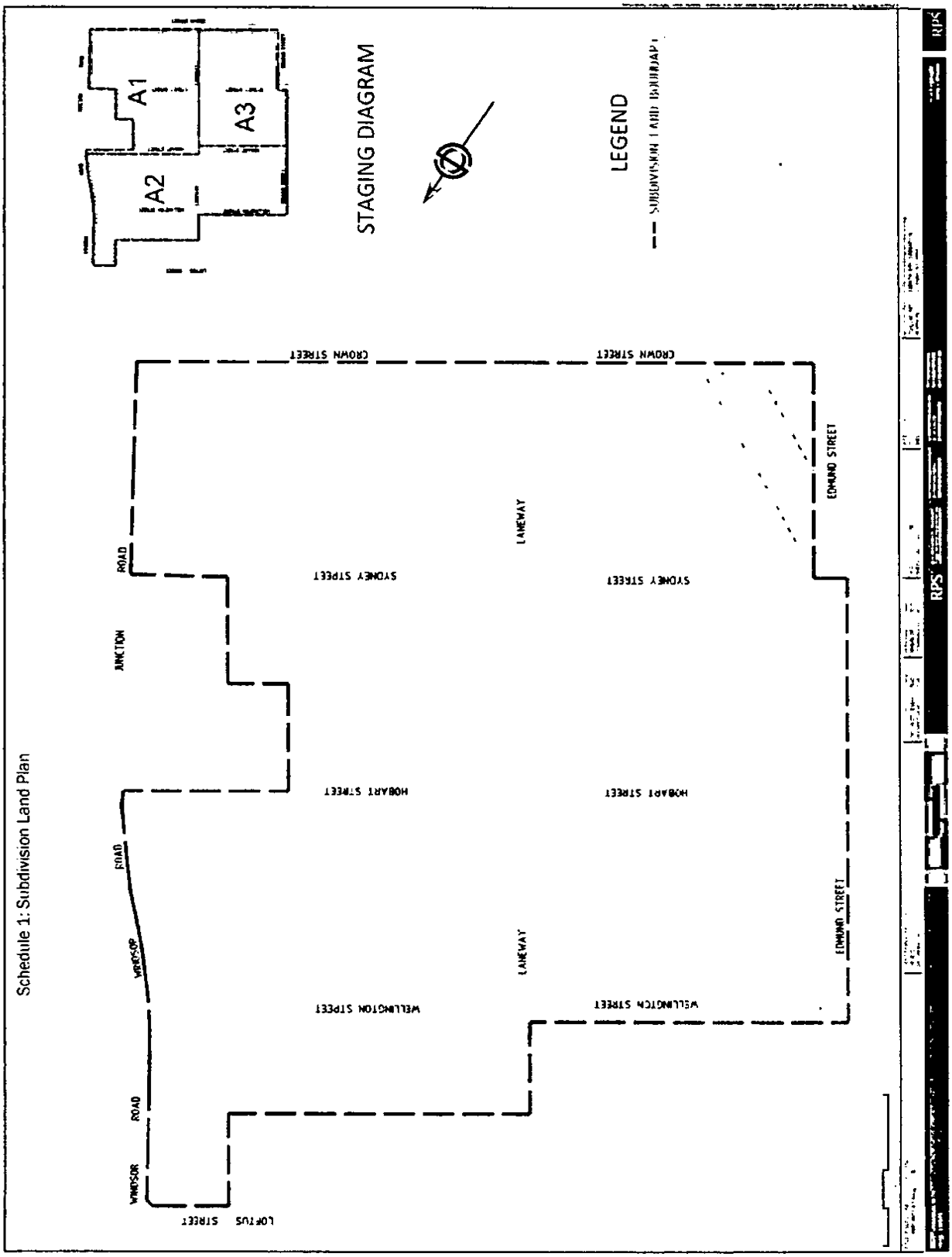

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:101 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Schedule 6

Access

1 UrbanGrowth's access and construction rights

1.1 For the purposes of clause 13 of Schedule 5 to the **Act**, the **landowner** irrevocably consents to UrbanGrowth NSW and its authorised persons:

1.1.1 entering, occupying and using the land 24 hours per day, 7 days per week, to carry out the **planning purpose**, the **subdivision works**, research or investigation relating to proposed **subdivision works**, and all matters ancillary to the carrying out of the **planning purpose** or the **subdivision works**;

1.1.2 installing fencing, barriers or other security devices on any part of the **land**, including any fencing, barriers or other security devices necessary to secure the site of any current or proposed **subdivision works** from unauthorised entry by any person (including the **landowner** or any occupier of the **land**);

1.1.3 erecting and using temporary structures on any part of the **land**;

1.1.4 erecting or placing signs or notices on any part of the **land** or any buildings, structures, improvements or other items on the **land**;

1.1.5 making or causing to be made noise, vibration, disturbance and the emission of dust or other materials;

1.1.6 restricting access (including access by persons or vehicles) to any part of the land or altering the means of access (including access by persons or vehicles) to any part of the **land**;

1.1.7 excluding persons (including the **landowner** and any occupier of the **land**) from the **land** or any part of it;

1.1.8 interrupting or disabling the supply of any existing services (including electricity, gas, sewerage, water and telecommunications services) to any part of the **land** or any buildings, structures or improvements in, on or about the **land**;

1.1.9 demolishing any buildings, structures, improvements or other items in, on or about the **land** that are required to be demolished (in UrbanGrowth NSW's opinion) for the purposes of the **subdivision works**;

1.1.10 removing or disposing of any goods, materials, chattels or other property in, on or about the **land** that is not owned by UrbanGrowth NSW;

1.1.11 taking any action necessary to ensure the health and safety or persons who are or may be at any time on or about the **land**;

1.1.12 entering, occupying and using the land for any other lawful purpose in accordance with the **development plan**, the **Act** or any other law; and

1.1.13 taking onto the **land** and removing from the **land** any plant, equipment, machinery, tools, vehicles, equipment, utilities, goods, materials, chattels and other things UrbanGrowth NSW considers necessary for the purposes described in this clause 1.1.

1.2 In exercising its rights under clause 1.1, UrbanGrowth NSW or its authorised persons must:

1.2.1 use reasonable endeavours to minimise disturbance to the **landowner** and any occupier of the **land**;

1.2.2 where reasonably practicable, consult with the **landowner** and any occupier of the **land** in relation to any restrictions on access to the **land** or the alteration of access to the **land**;

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:102 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

1.2.3 give at least 24 hours' notice to the **landowner** or the occupier of the land of UrbanGrowth NSW's or the authorised person's intention to enter the land;

1.2.4 not allow an authorised person to enter any part of the land being used for residential premises without the consent of the **landowner** or the occupier;

1.3 The **landowner** must:

1.3.1 not, and must not allow any other person to, hinder, impede, obstruct or intentionally delay UrbanGrowth NSW or any of its authorised persons from exercising any of UrbanGrowth NSW's rights under or in connection with clause 1.1;

1.3.2 co-operate and consult with UrbanGrowth NSW in good faith in connection with the exercise of UrbanGrowth NSW's rights under clause 1.1;

1.3.3 not damage or allow any person to damage any property owned or managed by UrbanGrowth NSW or its authorised persons; and

1.3.4 promptly notify UrbanGrowth NSW of any damage to or defects in the land of which the **landowner** is or ought to be aware.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:103 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Schedule 7

Request Form

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:104 of 134
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Form: 11R
Release: 4.2
Licence: 08-06-912
Licensee: Henry Davis York

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Office of State Revenue use only.

(B) **TORRENS TITLE** — 80/32/1480, Auto Consol 977-91 (being Lots 81-82 Sec 32 in DP 1480) and Auto Consol 2323-14 (being Lots 83-85 Sec 32 in DP 1480)

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference (optional):	R

(E) **APPLICANT** — Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688

(F) **NATURE OF REQUEST** — Application to register a voluntary contributions agreement between the applicant and the registered proprietor pursuant to clauses 17(2) and 17(3) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW).

(G) **TEXT OF REQUEST**

The registered proprietor(s) and the applicant request that the Registrar-General makes an entry on the folio(s) of the register specified in marginal note (B) that the land is subject to a voluntary contributions agreement within the meaning of clause 17(1) of Schedule 5 to the Environmental Planning and Assessment Act 1979 (NSW). A true copy of that voluntary contributions agreement is attached to this request in Annexure "B".

DATE ..... / ..... / .....
dd mm yyyy

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity See Annexure A on Page

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature: .....

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
17698493_1/JYH/3139889

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:105 of 134
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THIS IS ANNEXURE "A" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

(H)

EXECUTION BY APPLICANT

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:
Attorney's Position:

Address of witness

Signing on behalf of: Landcom (trading as UrbanGrowth NSW)
Power of Attorney
Book:
No:

I certify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:
Attorney's Position:

Address of witness

Signing on behalf of: Landcom (trading as UrbanGrowth NSW)
Power of Attorney
Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

EXECUTION BY REGISTERED PROPRIETOR

Corporation

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: NJY HOLDINGS NSW PTY LTD
Authority: Section 127(1) of the Corporations Act 2001 (Cth)

Signature of authorised person

Print Name of authorised person

Office held

Signature of authorised person

Print Name of authorised person

Office held

Power of attorney

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

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name:

Signing on behalf of:

Power of Attorney Book:
No:

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

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney

Attorney's Name:

Signing on behalf of:

Power of Attorney Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:107 of 134
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THIS IS ANNEXURE "B" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

Voluntary Contributions Agreement between the applicant and the registered proprietor

**s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

THIS IS ANNEXURE "C" TO THE REQUEST BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688 AND THE REGISTERED PROPRIETOR TO REGISTER A VOLUNTARY CONTRIBUTIONS AGREEMENT ON THE FOLIO(S) OF THE REGISTER SPECIFIED IN MARGINAL NOTE (B) PURSUANT TO CLAUSES 17(2) AND 17(3) OF THE ENVIRONMENTAL ASSESSMENT AND PLANNING ACT 1979 (NSW)

Consent by mortgagee/chargee

National Australia Bank Limited, the registered mortgagee/chargee of the land consents to this request and agrees to the registration on the folio(s) of the register referred to in this request of the voluntary contributions agreement attached to this request in Annexure B.

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:

Address of witness

Signing on behalf of:

Power of Attorney Book:
No:

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

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of witness

Signature of attorney

Name of witness

Attorney's Name:

Address of witness

Signing on behalf of:

Power of Attorney Book:
No:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:109 of 134
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Schedule 8

Financier's consent deed

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:110 of 134
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HENRY DAVIS YORK

Financier's Consent Deed

Property: [##insert address], being the land comprised in folio identifier(s) [##insert folio identifiers]

Landcom (trading as UrbanGrowth NSW)
ABN 79 268 260 688

##Landowner name
ACN ##

##Financier name
ACN ##

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:111 of 134
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CONTENTS

	KEY DETAILS		3
	BACKGROUND		5
1	Interpretation		5
	1.1	Definitions	5
	1.2	Interpretation	7
2	Acknowledgements, consent and registration of VCA		8
	2.1	Acknowledgements	8
	2.2	Consent	9
	2.3	Registration of the VCA and creation of easements, etc	9
3	Financier's rights subject to deed		9
4	Notice of proposed enforcement action		9
	4.1	Financier's Default Notice	9
	4.2	UG Default Notice	10
5	Financier may cure Landowner default		10
6	Exercise of Financier's Security rights		10
	6.1	Exercise of Financier's rights subject to VCA	10
	6.2	Make good	11
7	Indemnities and releases		11
8	Costs		12
9	Notices		12
	9.1	Requirements	12
	9.2	When given	12
	9.3	Notices while Financier in possession	13
10	Section 30 agreement		13
11	General		13
	11.1	No extension of rights	13
	11.2	GST	14
	11.3	Assignment	14
	11.4	Financier's Associates	14
	11.5	UrbanGrowth's Associates	14
	11.6	Further assurances	14
	11.7	No merger and survival	14
	11.8	Waiver	15
	11.9	Continuing obligations	15
	11.10	Variation	15
	11.11	Counterparts and commencement	15

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:112 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

11.12 Governing law and jurisdiction 15
EXECUTION 16
Annexure A - VCA 19

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:113 of 134
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KEY DETAILS

1	**Date**	
2	**Parties**	
	UrbanGrowth	
	Name	Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688
	Address	Level 14, 60 Station Street Parramatta, NSW 2150
	Attention	Senior Legal Counsel
	Landowner	
	Name	**##Landowner name(s)**
	Address	**##Address**
	Attention	**##Attention**
	Fax	**##Fax**
	Email	**##Email**
	Financier	
	Name	##Financier name
	Address	##Address
	Attention	##Attention
	Fax	##Fax
	Email	##Email
3	**Land**	The whole of the land comprised in folio identifier(s) **[##insert folio identifier details]**
4	**VCA**	The voluntary contributions agreement in respect of the Land dated **[##insert date]** 2016 between UrbanGrowth and the Landowner, a copy of which is attached to this deed in Annexure A.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:114 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

5	**Security**	*Delete inapplicable provision* **Registered mortgage** Registered mortgage **[##insert dealing number]** in respect of the Land between the Landowner and the Financier **Unregistered mortgage** Executed but unregistered mortgage dated **[##insert date]** in respect of the Land between the Landowner and the Financier **Registered PPSA security interest** Agreement in respect of Collateral in, on or about the Land, registered on the Personal Property Securities Register as security interest number **[##insert number]**
6	**Compensation Amount**	*Delete inapplicable provision* **Compensation agreed** **$[insert agreed compensation figure]** **Compensation not agreed** The aggregate of: (a) the principal and interest required to be paid by the Landowner to the Financier pursuant to the Security up to and including the Compulsory Acquisition Date to discharge the Security in full; and (b) the Financier's reasonable legal, administrative and financial costs in connection with the discharge of or acquisition of the Security, up to a maximum of $2,000 (including GST).

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:115 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

BACKGROUND

A UrbanGrowth is established as a corporation under section 5(1) of the Landcom Corporation Act 2001 (NSW) with the corporate name of Landcom and trades under the name of UrbanGrowth NSW.

B The Landowner is the registered owner of the Land.

C The Financier has or will have an interest in the **[##Land/the Collateral/the Land and the Collateral]** pursuant to the Security.

D UrbanGrowth and the Landowner are parties to the VCA. The VCA requires that the Landowner must procure the Financier to enter into this deed.

E In consideration of UrbanGrowth performing the works the subject of the VCA and the Development Plan, the Financier has agreed to enter into this deed.

F This deed is an agreement between UrbanGrowth and the Financier under section 30 of the Just Terms Act.

1 Interpretation

1.1 Definitions

In this deed, the following words have the following meanings, unless the context requires otherwise.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the state of New South Wales.

Collateral means all of the:

(a) goods, inventory, machinery, equipment, furniture and fixtures and signage (if any); and

(b) additions, substitutions, replacements and improvements to, the items described in paragraph (a),

owned by the Landowner or in the Landowner's possession and in respect of which the Landowner has granted a Security Interest to the Financier pursuant to the Security or another agreement in writing.

Compensation Amount means the sum specified in Item 6 or, if no sum is specified, the sum determined in accordance with the provisions of Item 6.

Compulsory Acquisition Date means, if the Land or the Security is compulsorily acquired by UrbanGrowth, the date on which UrbanGrowth causes an acquisition notice in respect of that acquisition to be published in the New South Wales Government Gazette.

Controller includes the following persons, and any of their agents:

(a) a receiver, or receiver and manager;

(b) an Administrator (as that term is defined in the Corporations Act 2001 (Cth));

(c) a liquidator;

(d) a trustee in bankruptcy; or

(e) anyone else who (whether or not as agent for the Financier) is in possession, or has control, of the property of the Landowner (including the Land) for the purpose of enforcing a Security Interest.

Cure Period means the period commencing on the date UrbanGrowth provides the Financier with any UG Default Notice and ending the later of:

(a) 5 Business Days after that date; or

(b) the time specified for compliance by the Landowner with the UG Default Notice.

Development Plan has the meaning given to that term in the VCA.

EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Financier's Associate means any employee, agent; officer, contractor, licensee or invitee of the Financier or any of the Financier's related body corporates.

Financier's Default Notice means a notice from the Financier to the Landowner that the Landowner is in default under the Security or any agreements collateral to the Security.

GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this deed, but which are defined in the GST Law, have the meanings given in the GST Law.

Item means a numbered item in the Key Details.

Just Terms Act means the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).

Key Details means the section of this deed entitled "Key Details".

Land means the land described in Item 3 and includes all fittings, fixtures and improvements in, on or under that land.

Loss includes, in each case whether of a direct, indirect or consequential nature:

(a) any liability, damage, cost (including reasonable legal costs on a solicitor and own client basis) and other outgoing, and any diminution in value of, or deficiency of any kind in, anything; and

(b) to the extent not covered in paragraph (a), any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software or data, and loss in connection with any other contract.

LPI means Land and Property Information New South Wales.

PAN means a proposed acquisition notice under the Just Terms Act.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:117 of 134
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Security means the security described in Item 5.

Security Interest means an interest under any or all of:

(a) a charge, mortgage, lien or pledge; or

(b) a security interest within the meaning of the Personal Property Securities Act 2009 (Cth).

Step In means that the Financier:

(a) appoints a Controller to the Landowner in respect of the Land or the Collateral, or any part of the Land or the Collateral;

(b) takes possession of the Land or any part of it under or in connection with the Security;

(c) if the Landowner is a corporation, appoints a Controller to the issued shares (or part of them) of the Landowner; or

(d) otherwise exercises a right or power under the Security or any collateral agreement to effect control or possession of any part of the Land, any part of the Collateral or the assets of the Landowner.

Subdivision Works means the works to be carried out to the Land by or behalf of UrbanGrowth pursuant to the VCA and the Development Plan.

UG Default Notice means a notice from UrbanGrowth to the Landowner that the Landowner is in default under the VCA.

UrbanGrowth's Associates means any employee, agent, officer, contractor, licensee or invitee of UrbanGrowth.

VCA means the agreement described in Item 4.

1.2 **Interpretation**

The following apply in the interpretation of this deed, unless the context requires otherwise.

(a) A reference to this agreement, this deed, this document or a similar term means either the agreement set out in this deed or the deed itself, as the context requires.

(b) A reference to this deed or any other document is a reference to this document or that other document as varied, novated or replaced in any way.

(c) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.

(d) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.

(e) A reference to the singular includes the plural number and vice versa.

(f) A reference to a party means a person who is named as a party to this deed.

(g) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.

(h) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.

(i) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.

(j) A reference to includes means includes but without limitation.

(k) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.

(l) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.

(m) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.

(n) A reference to dollars or $ is to Australian currency.

(o) A heading is for reference only. It does not affect the meaning or interpretation of this deed.

(p) If there is any inconsistency between a provision of the deed and a provision of the VCA, the provision in the VCA prevails.

2 Acknowledgements, consent and registration of VCA

2.1 Acknowledgements

The Financier acknowledges that:

(a) it has been provided with a copy of the VCA and the Development Plan and is aware of the terms and conditions of the VCA and the Development Plan;

(b) UrbanGrowth has an interest in the Land pursuant to the VCA;

(c) the Landowner has agreed to or may agree to the compulsory acquisition of the whole or part of the Land (or any interest in it) by UrbanGrowth pursuant to the VCA and the Development Plan; and

(d) UrbanGrowth has rights, powers and privileges conferred on it by the EP&A Act, the Development Plan, the VCA and any other law which confers power on UrbanGrowth as a relevant authority under Schedule 5 of the EP&A Act, including the right to carry out the Subdivision Works to the Land and to compulsorily acquire the whole of or part of the Land.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:119 of 134
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2.2 **Consent**

For the purposes of the Security, the Financier consents to:

(a) the VCA and the Landowner's entry into the VCA;

(b) the registration of any plan of subdivision or plan of consolidation prepared by or on behalf of UrbanGrowth under or in connection with the Development Plan; and

(c) the exercise of UrbanGrowth's rights, powers and privileges, and the performance by UrbanGrowth of all of its obligations, under or in connection with the VCA or the Development Plan.

2.3 **Registration of the VCA and creation of easements, etc**

The Financer must promptly when asked to do so by UrbanGrowth or the Landowner:

(a) sign all consents, approvals and documents reasonably required by UrbanGrowth or the Landowner to facilitate:

(i) the registration of the VCA at LPI;

(ii) the creation and registration of any easement, covenant or other interest in the Land required to be granted to UrbanGrowth or any governmental authority by the Landowner; and

(iii) the registration at LPI of any plan of subdivision or plan of consolidation prepared by or on behalf of UrbanGrowth under or in connection with the Development Plan.

(b) for the purposes of paragraph (a), produce the certificates of title to the Land at LPI and advise UrbanGrowth of the relevant title production details.

3 Financier's rights subject to deed

The Financier:

(a) agrees that its rights under the Security are subject to this deed; and

(b) must exercise its rights under the Security subject to and in accordance with this deed.

4 Notice of proposed enforcement action

4.1 **Financier's Default Notice**

The Financier must:

(a) give UrbanGrowth a copy of any Financier's Default Notice at the same time as it is given to the Landowner, or as soon as reasonably practicable (but in any event, within not less than 2 Business Days of the date of the Financier's Default Notice);

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:120 of 134
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(b) notify UrbanGrowth at least 5 Business Days before it exercises any of its rights under the Security which affect the Land or which may affect the Landowner's ability to perform its obligations under the VCA;

(c) notify UrbanGrowth within 3 Business Days if the Financier enters into possession of the Land (or any part of it) or procures that a Controller enter into possession of the Land (or any part of it); and

(d) not take any action to exercise any of its rights under the Security (including its power of sale) or procure that a Controller exercises any of those rights unless the Financier has complied with all of its obligations under this clause 4.1.

4.2 UG Default Notice

UrbanGrowth must give a copy of any:

(a) UG Default Notice; or

(b) PAN,

to the Financier at the same time as it is given to the Landowner, or as soon as reasonably practicable (but in any event, within 2 Business Days of the date of the relevant notice).

5 Financier may cure Landowner default

The Financier may rectify a default by the Landowner under the VCA within the Cure Period and if the Financier does so, that default by the Landowner is taken to have been rectified as between the Landowner and UrbanGrowth.

6 Exercise of Financier's Security rights

6.1 Exercise of Financier's rights subject to VCA

If the Financier exercises its right to Step In, the Financier becomes bound by the VCA as if the Financier was the Landowner and must or must procure the Controller to:

(a) observe the terms of the VCA as if the Financier or the Controller (as the case may be) were the landowner under the VCA for so long as the Financier or the Controller (as the case may be) has Stepped In, including:

(i) paying any contributions required to be paid by the Landowner under the VCA but which have not been paid when the Financier Steps In or during the period of the Step in; and

(ii) providing vacant possession of the whole or part of the Land to UrbanGrowth on the date and terms specified in the VCA;

(b) comply with the requirements of any notice (including a contributions notice issued under the VCA or the Development Plan) issued to the Landowner, the Financier or the Controller by UrbanGrowth;

(c) not exercise any power or remedy under the Security which is inconsistent with this deed or UrbanGrowth's rights under the VCA;

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:121 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

(d) exercise any power of sale of the Land on the basis that any purchaser of the Land will be bound by the VCA pursuant to clause 17(4) of Schedule 5 to the EP&A Act;

(e) comply with UrbanGrowth's reasonable directions in relation to:

(i) the inspection of the Land by the Financier, the Controller and any prospective purchasers; and

(ii) the removal of any Collateral by the Financier or the Controller;

(f) promptly at the Financier's cost repair any damage to the Land which:

(i) the Financier or the Controller causes or contributes to during the removal of any Collateral; or

(ii) the Financier or the Controller or any prospective purchasers cause or contribute to in the inspection of the Land;

(g) use reasonable endeavours to minimise disturbance to other owners, occupants and invitees of land in the vicinity of the Land;

(h) permit UrbanGrowth to access the Land at all times with or without plant, equipment, machinery or equipment to exercise any rights or to perform any obligations of UrbanGrowth under the VCA or the Development Plan; and

(i) not hinder, obstruct, impede or delay UrbanGrowth from exercising a right or performing an obligation under the VCA or the Development Plan.

6.2 Make good

If the Financier removes any Collateral affixed to the Land, the Financier must reinstate the Land to the condition the Land was in before the affixation.

7 Indemnities and releases

(a) The Financier indemnifies UrbanGrowth from and against all Loss suffered or incurred by UrbanGrowth which is caused or contributed to by anything done or required to be done by the Financier under this deed, or which was required to be done by the Financier but has not been done or has not been done properly.

(b) The Financier indemnifies UrbanGrowth from and against any claims, liabilities, actions or demands for any Loss suffered or incurred by UrbanGrowth because the Financier:

(i) improperly removes the Collateral;

(ii) enters the Land without authority;

(iii) sells the Land or any part of it in breach of this deed;

(iv) causes damage to the Land or the Collateral; or

(v) breaches this deed.

(c) The Financier releases UrbanGrowth from any claim, action or demand which the Financier may have or any Loss which the Financier suffers or incurs in connection with:

(i) any damage to the Land or any Collateral caused or contributed to by UrbanGrowth during the performance of the VCA and the Development Plan by UrbanGrowth, including the performance of any Subdivision Works; and

(ii) the demolition, removal, storage or sale of any Collateral by UrbanGrowth to the extent which that demolition, removal, storage or sale was authorised by the VCA, the Development Plan, the EP&A Act or any other law.

8 Costs

The Landowner must pay to UrbanGrowth when demanded:

(a) UrbanGrowth reasonable costs (including reasonable legal costs and expenses) in connection with the preparation, negotiation and execution of this deed and any transactions or documents required to be entered into by UrbanGrowth pursuant to its terms;

(b) any stamp duty payable on this deed;

(c) all of UrbanGrowth's costs and expenses (including legal costs and expenses on a full indemnity basis) arising from any breach or non-observance by the Financier or the Landowner of any provision of this deed; and

(d) UrbanGrowth's reasonable costs and expenses (including reasonable legal costs and expenses) of any amendment to this deed, or any consent, approval, waiver, release or discharge given under or in connection with this deed and any transactions or documents contemplated by its terms.

9 Notices

9.1 Requirements

Any notice given in connection with this deed must be in legible writing and must be addressed to a party and either hand delivered to, or sent by post to the relevant address, faxed to the relevant fax number or emailed to the relevant email address, each as set out for that party in the Key Details section of this deed.

9.2 When given

A notice is taken to have been given:

(a) in the case of being hand delivered, on the date on which it is delivered;

(b) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting;

(c) in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine; and

(d) in the case of delivery by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent (which, for the avoidance of doubt, excludes "out of office" messages).

9.3 Notices while Financier in possession

If the Financier exercises its right to Step In, any notice (other than a PAN) required to be given to the Landowner by UrbanGrowth under or in connection with the VCA may be given by UrbanGrowth to the Financier only and need not be given to the Landowner.

10 Section 30 agreement

If UrbanGrowth compulsorily acquires the Financier's interest in the Land arising from the Security:

(a) this deed is an agreement under section 30 of the Just Terms Act between UrbanGrowth and the Financier as to the compulsory acquisition of the Financier's interest in the Security;

(b) the compensation payable to the Financier by UrbanGrowth in connection with the acquisition is the Compensation Amount;

(c) the Financier may not claim any compensation from UrbanGrowth other than the Compensation Amount;

(d) if requested to do so by UrbanGrowth NSW, the Financier must discharge or release any Security it holds in respect of the Land;

(e) the Financier releases unconditionally and forever all claims and causes of action whether past, present or future which the Financier has or asserts to have or could, would or might but for this release have against UrbanGrowth under the Just Terms Act, this deed or otherwise for or in respect of the compulsory acquisition; and

(f) the Financier indemnifies UrbanGrowth from and against any and all claims, demands, actions, liabilities, losses, damages and costs that may be made against UrbanGrowth or that UrbanGrowth may suffer or incur in respect of the compulsory acquisition of the Financier's interest in the Security.

11 General

11.1 No extension of rights

Nothing in this deed:

(a) authorises the Financier to do anything which the Landowner may not do;

(b) grants the Financier rights greater than those of the Landowner; or

(c) waives the requirement for the Financier to obtain any consent or to do anything for which the Landowner is required to obtain consent,

under the VCA.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:124 of 134
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11.2 **GST**

Unless stated otherwise, all consideration provided under this deed is exclusive of GST. If GST is payable by the party making the supply (**supplier**), the recipient must, upon receipt of a tax invoice from the supplier, pay the supplier an amount equal to the GST payable on that supply.

11.3 **Assignment**

(a) Neither the Landowner or the Financier may assign this deed or any part of it without first obtaining the written consent of UrbanGrowth, which must not be unreasonably withheld or delayed.

(b) An assignment made by the Financier or the Landowner without the consent of UrbanGrowth is a breach of this deed and is of no effect.

(c) UrbanGrowth may, without limiting the generality of clause 11.3(a), require as a condition of its consent to any assignment of this deed by the Financier that any new financier or other person taking a Security Interest in the Land or in any fittings, fixtures, goods or chattels in, on or about the Land enters into a deed on the terms reasonably required by UrbanGrowth, pursuant to which the new financier or other person agrees to be bound by the terms of this deed.

(d) UrbanGrowth may assign this deed or part of it without obtaining the prior consent of the Financier or the Landowner, provided that UrbanGrowth notifies the Landowner and the Financier within a reasonable time after the assignment becomes effective.

11.4 **Financier's Associates**

For the purposes of establishing whether there has been a default by the Financier under this deed, anything done or not done by a Financier's Associate will be taken to have been done or not done by the Financier.

11.5 **UrbanGrowth's Associates**

(a) UrbanGrowth's Associates are authorised to exercise any of UrbanGrowth's rights, or to perform any of UrbanGrowth's obligations, under or in connection with this deed.

(b) The Landowner and the Financier must comply with a direction or requirement of UrbanGrowth's Associates as if that was a direction or requirement of UrbanGrowth.

11.6 **Further assurances**

Each party must do everything necessary, or reasonably required, by another party, to give effect to this deed and the transactions contemplated by this deed.

11.7 **No merger and survival**

A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this deed does not merge on completion of that transaction.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:125 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

11.8 Waiver

A waiver of a right or remedy under this deed is effective only if in writing and signed by or on behalf of the party to be bound and is effective to the extent that the party giving it expressly states in writing.

11.9 Continuing obligations

(a) Each indemnity in this deed in favour of UrbanGrowth is a continuing indemnity which survives the termination of this deed.

(b) UrbanGrowth is not required to incur any expense or make any payment before enforcing an indemnity in this deed.

11.10 Variation

A provision of this deed or a right conferred by it may only be varied in writing signed by the parties.

11.11 Counterparts and commencement

(a) If this deed is signed in counterparts then each counterpart is an original and together they constitute one deed.

(b) If this deed is undated and there is no contrary intention stated, the date of this deed is the date of last execution by a party.

11.12 Governing law and jurisdiction

(a) This deed is governed by the law in force in New South Wales.

(b) The parties submit to the jurisdiction of the courts of New South Wales.

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:126 of 134
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EXECUTION

Executed as a deed on 201##

EXECUTED BY LANDCOM (TRADING AS URBANGROWTH NSW) ABN 79 268 260 688

Signed for and on behalf of Landcom
by its attorneys jointly under power of attorney dated 25 September 2015.
By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of attorney

Name of attorney

Signed in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of attorney

Name of attorney

EXECUTION BY FINANCIER

Signed, sealed and delivered by
by its attorney under Power of Attorney
dated Book No
who is personally known to me:

Signature of witness

Print name

Address

Signature of attorney

Print name

By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:127 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

EXECUTION BY LANDOWNER

Delete inapplicable execution provisions

Natural person(s)

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Signed, sealed and delivered by
in the presence of:

Signature of witness

Print name

Print name

Address

Corporation(s)

Signed, sealed and delivered by
by:

Signature of director/company secretary

Signature of director

Print name

Print name

Signed, sealed and delivered by
by:

Signature of director/company secretary

Signature of director

Print name

Print name

Power of attorney

Signed, sealed and delivered by
by his/her/its attorney under Power of Attorney dated Book No who is personally known to me:

Signature of witness

Signature of attorney

Print name

Print name
By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

Address

Signed, sealed and delivered by
by his/her/its attorney under Power of Attorney dated Book No who is personally known to me:

Signature of witness

Signature of attorney

Print name

Print name
By executing this document the attorney states that the attorney has received no notice of revocation of the Power of Attorney

Address

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:129 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Annexure A - VCA

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:130 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Date: _____

The Registrar General
Land & Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Registrar

Consent to registration of voluntary contributions agreement between Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688 (UrbanGrowth NSW) and [##insert name of registered proprietor] (Registered Proprietor)
Property: The land comprised in [##insert land details] (Land)

[##Insert interested party name] (**the Consenting Party**), has or claims an interest in the Land pursuant to registered dealing number [##insert].

The Consenting Party has been provided with a copy of:

1. a Voluntary Contributions Agreement dated [##insert date] 2017 between UrbanGrowth NSW and the Registered Proprietor (**VCA**); and

2. a Land and Property Information request form with respect to the registration of the VCA on the title(s) to the Land (**Request**).

By this letter, the Consenting Party irrevocably consents to the VCA and agrees to the registration of the VCA on the title(s) to the Land pursuant to the Request.

Yours faithfully

_____
Sign

Name of authorised signatory: _____

Signatory's title: _____

Signatory's telephone number: _____

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:131 of 134
© Office of the Registrar-General /Src:TRISEARCH /Ref:Jamie

Schedule 10

Nil

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:132 of 134
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Execution

Executed as an agreement

Dated: 27 November 2017

Signed for and on behalf of Landcom by its attorneys jointly under power of attorney dated 25 September 2015.
By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Street, Parramatta
Address of witness

Signature of attorney

Sandra Lee
Name of attorney

Senior Manager Legal
Position of attorney

I certify that I am an eligible witness and the transferor's attorney signed this dealing in my presence:

Signature of witness

Belinda Lambert
Name of witness

Level 14, 60 Station Stree t, Parramatta
Address of witness

Signature of attorney

Vikki Pont
Name of attorney

Senior Solicitor
Position of attorney

Signed for and on behalf of Landcom
Power of attorney Book: 4695
No.: 858

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:133 of 134
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EXECUTION BY LANDOWNER

Company

Signed by NJY Holdings NSW Pty Ltd ACN 610 520 244 by:

Signature of director/company secretary	Signature of director
Joanna Michael	
Print name	Print name

Req:R743384 /Doc:DL AM941424 /Rev:08-Dec-2017 /NSW LRS /Pgs:ALL /Prt:01-Oct-2020 17:17 /Seq:134 of 134
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Power of Attorney

Signed on behalf of

by [his/her/its] attorney under power of attorney dated

Book No in the presence of:

By executing this instrument the attorney states that they have received no notice of the revocation of the power of attorney.

Witness (signature)

Attorney (signature)

Witness (print name)

Attorney (print name)

Signed on behalf of

by [his/her/its] attorney under power of attorney dated

Book No in the presence of:

By executing this instrument the attorney states that they have received no notice of the revocation of the power of attorney.

Witness (signature)

Attorney (signature)

Witness (print name)

Attorney (print name)

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:1 of 16
Ref:GK/Mason /Src:T

9 25 10 32 1952

F 622371

11.40

Real Property Act

CONVEYANCING ACT, 1919-1937
REAL PROPERTY ACT, 1900

Easement Over

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

THE COMMISSIONER FOR RAILWAYS HEREBY CERTIFIES that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the Eighteenth day of January one thousand nine hundred and fifty-two, declaring that the easement therein described, being the land mentioned in the Schedule hereunder written, has been resumed. And REQUESTS that you will deal with and give effect to the said easement Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and HEREBY CERTIFIES that this instrument is correct for the purposes of the Real Property Act, 1900.

SCHEDULE 1 (Easement Only.)

Lot, Portion.	Section, Parish.	Deposited Plan or Name of Estate. County.		Part or Whole.	Volume.	Folio.
Part Lots 43 and 44	Section 17 Parish St.Matthew	D.P.1480	County Cumberland	Part	a 2623	78
Part Lots 1 to 4 incl. Part Lots 83 to 90 incl.	Section 32 Parish St.Matthew	D.P.1480	County Cumberland	Part	a 2325 c 2954 5794	14 95 197
	As shown on plan annexed hereto marked "A."					
Part Lots 36 to 43 incl. Part Lots 45 to 50 incl.	Section 18 Parish St.Matthew	D.P.1480	County Cumberland	Part	2150 2609 5192	18 52 168
	As shown on plan annexed hereto marked "B."					
Part Lots 28 to 35 incl. Part Lots 51 to 58 incl.	Section 19 Parish St.Matthew	D.P.1480	County Cumberland	Part	817 2799 4499 5179	112 101 127 57
	As shown on plan annexed hereto marked "C."					
Part Lots 20 to 27 incl. Part Lots 58 to 66 incl.	Section 20 Parish St.Matthew	D.P.1480	County Cumberland	Part	917 2623 854 852 2636 2078 2840 1837	105 78 35 15 95 and 97 28 59 131
	As shown on plan annexed hereto marked "D."					

Schedule continued on annexed sheet marked Schedule Page 2.

DATED this Eighteenth day of February in the year one thousand nine hundred and fifty-two.

The Common Seal of The Commissioner for Railways hath been hereunto duly affixed in the presence of—

Secretary for Railways.

THE REGISTRAR GENERAL,
SYDNEY.

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:2 of 16
Ref:GK/Mason /Src:T

[Published in Government Gazette No. 7 of 18th January, 1952.]

NOTIFICATION OF APPROPRIATION AND RESUMPTION OF EASEMENT FOR RAILWAY PURPOSES UNDER THE MINISTRY OF TRANSPORT ACT, 1932, AND THE PUBLIC WORKS ACT, 1912, AS RESPECTIVELY AMENDED.

WHEREAS the Commissioner for Railways is desirous of acquiring an easement or right to use in any manner the surface and subsoil of the land referred to in the Schedule hereto for constructing for railway purposes an electric high tension transmission line between Carlingford and Lithgow, deemed to be requisite and convenient for the use of the railways, and whereas the said easement or right is, in my opinion, required for carrying out the said work: Now, therefore, I, the Lieutenant-Governor, with the advice of the Executive Council, in pursuance of the Ministry of Transport Act, 1932, and the Public Works Act, 1912, as respectively amended, do hereby direct that the said work shall be carried out by the Commissioner for Railways as the Constructing Authority; and I do declare by this notification to be published in the Government Gazette and in one or more newspapers published or circulated in the Police District wherein the said land is situated that the said easement or right is hereby appropriated and resumed for the purpose hereinbefore referred to.

SCHEDULE.

(Easement only.)

All that parcel of land situate at Riverstone in the Shire of Blacktown, parish of St. Matthew and county of Cumberland and State of New South Wales being part of lots 43 and 44 section 17 d.p. 1439 and being part of the land comprised in Certificate of Title volume 2024 folio 78 being triangular in shape and having a frontage on the north-west of 36 feet to Sydney-street and a north-eastern side line being also part of the south-western side of Edmund-street of 63 feet 11 inches and said to be in the possession of A. Sparkes.

Also all that parcel of land situate as aforesaid being part of lots 3 to 4 inclusive and 53 to 60 inclusive section 32 d.p. 1439 and being part of the lands comprised in Certificates of Title volume 5323 folio 14 volume 2231 folio 93 volume 5790 folio 197 being strips of land 30 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Edmund-street at a point 23 feet south-east of its intersection with the south-western side of Sydney-street and which centre line bears south-easterly to intersect the north-western side of Crown-street at a point 160 feet north-east of its intersection with the south-eastern side of Edmund-street and said to be partly in the possession of Miss K. Marsh and partly in the possession of Miss H. F. O. Marx.

Also all that parcel of land situate as aforesaid being part of lots 38 to 42 inclusive and lots 45 to 50 inclusive section 18 d.p. 1439 and being part of the lands comprised in Certificates of Title volume 2130 folio 10 volume 2699 folio 33 and volume 5782 folio 108 being strips of land 30 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-western side of Sydney-street at a point distant 4 feet 2½ inches south-west of its intersection with the south-western side of Edmund-street and which centre line bears north-westerly to intersect the south-eastern side of Hobart-street at a point distant 209 feet south-west of its intersection with the south-western side of Edmund-street aforesaid and said to be partly in the possession of Mrs. M. A. Schumack partly in the possession of H. T. N. O'Leary and partly in the possession of Mrs. L. B. Bishop.

Also all that parcel of land situate as aforesaid being part of lots 32 to 35 inclusive and part of lots 51 to 58 inclusive section 19 d.p. 1439 and being part of the lands comprised in Certificates of Title volume 811 folio 112 volume 5799 folio 101 volume 4199 folio 127 and volume 5176 folio 87 being strips of land 30 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the north-western side of Hobart-street at a point distant 242 feet 6½ inches south-west of its intersection with the south-western side of Edmund-street which centre line bears north-westerly to intersect the south-eastern side of Wellington-street at a point distant 442 feet 4½ inches from its intersection with the south-western side of Edmund-street aforesaid and said to be partly in the possession of each of the following owners: Mrs. W. J. Cummins and W. J. Zietsch as joint tenants the estate of the late L. Blackwood P. O. Taylor and Mrs. L. Ward as joint tenants and Ethel Theresa Finlay.

Also all that parcel of land situate as aforesaid being part of lots 26 to 27 inclusive and lots 56 to 66 inclusive section 20 d.p. 1439 being part of the lands comprised in Certificates of Title volume 2861 folio 73 volume 911 folio 105 volume 854 folio 37 volume 852 folio 15 volume 4786 folio 97 volume 2030 folio 95 volume 913 folio 78 volume 2819 folio 59 and volume 2937 folio 111 being strips of land 60 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Lofton-street at a point distant 876 feet 8½ inches south-west of its intersection with the south-western side of Edmund-street and which centre line bears south-easterly to intersect the south-eastern side of Wellington-street at a point distant 678 feet 8 inches south-west of its intersection with the south-western side of Edmund-street aforesaid and said to be partly in the possession of each of the following owners: George Dwyer, Priscilla Sabels, Cornelius Joseph Connell, Mrs. Ellis Rowland Pope and Henry Harold Grove as joint tenants, Mrs. Ellen May Steel Bowery, Mrs. Nina Alma Carlow, William Thomas Reen, Mrs. Elsie Brett and Miss. Iris Ethel May Smith.

Also all that parcel of land situate as aforesaid being part of lots 13 to 18 inclusive and part of lots 23 to 29 inclusive section 21 d.p. 1439 and being part of the lands comprised in Certificates of Title volume 928 folio 99 volume 4210 folio 178 volume 5709 folio 101 and volume 4428 folio 2 being strips of land 60 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Edmund-street at a point distant 249 feet 11 inches south-west of its intersection with the south-western boundary of the land comprised in Certificate of Title volume 710 folio 216 and which centre line bears south-easterly to intersect the north-western side of Loftus-street at a point distant 48 feet 9½ inches south-west of its intersection with the south-western boundary of the land comprised in Certificate of Title volume 776 folio 248 aforesaid and said to be partly in the possession of each of the following owners: Mrs. Theolma Lind, Mrs. Mary Ann Fenwick, the estate of the late Ladoula Blackwood and Mrs. Evelyn Jane Mapp.

Also all that parcel of land situate as aforesaid being part of lots 49 and 47 section 20 d.p. 1439 and being part of the land comprised in Certificate of Title volume 2231 folio 149 being triangular in shape and having a frontage of 48 feet 8 inches on the south-west to Princes-street and a north-eastern side line forming also part of the south-western side of Williams-street of 91 feet 4 inches and said to be in the possession of Mrs. Beatrice Adelaide Doyle.

Also all that parcel of land situate as aforesaid being part of lots 1 to 4 inclusive and part of lots 35 to 44 inclusive section 19 d.p. 1439 and being part of the lands included within Certificates of Title volume 887 folio 18 and volume 5176 folio 87 being strips of land 30 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the north-eastern side of William-street at a point distant 283 feet 6½ inches north-west of its intersection with the south-western side of Melbourne-street and which centre line bears south-easterly to intersect the north-western side of Melbourne-street aforesaid at a point distant 144 feet 5½ inches north-east of its intersection with the north-eastern side of William-street and said to be partly in the possession of Mrs. J. F. Campbell and partly in the possession of John W. R. Coleman.

Also all that parcel of land situate as aforesaid being part of lots 38 to 45 inclusive and lots 48 to 53 inclusive section 9 d.p. 1439 and being part of the lands comprised in Certificates

Req:R559724 /Doc:DL P622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:3 of 16
Ref:GK/Mason /Src:T

SCHEDULE PART 2 (Easement Only.)

Lot Portion	Section Parish	Deposited Plan or Name of Estate.	County.	Part or Whole	Volume	Folio
Part Lots 12 to 19 incl. Part Lots 25 to 29 incl.	Section 21 Parish St.Matthew	D.P.1480	County Cumberland	Part	826 4276 2799 4423	99 172 101 2
As shown on plan annexed hereto marked "E."						
Part Lots 46 and 47 Part Lots 1 to 4 incl. Part Lots 38 to 44 incl.	Section 40 Section 23 Parish St.Matthew	D.P.1480 D.P.1480	County Cumberland County Cumberland	Part Part	2834 887 *5176	149 181 57
As shown on plan annexed hereto marked "F."						
Part Lots 38 to 45 incl. Part Lots 48 to 54 incl.	Section 9 Parish St.Matthew	D.P.1480	County Cumberland	Part	*6087 3331 4400 2799	223 125 200 100
As shown on plan annexed hereto marked "G."						
Part Lots 64 to 66 incl. Part Lots 28 to 38 incl.	Section 40 Section 41 Parish St.Matthew	D.P.1480 D.P.1480	County Cumberland County Cumberland	Part Part	3331 *5176	123 581
As shown on plan annexed hereto marked "H."						
Part Lots 68 to 70 incl. Part Lots 12 to 28 incl.	Section 44 Section 45 Parish St.Matthew	D.P.1480 D.P.1480	County Cumberland County Cumberland	Part Part	6054 *5465 6018 *5176	21 113 144 581
As shown on plan annexed hereto marked "I."						
Part Lots 15 to 26 incl. Part Lots 55 to 65 incl.	Section 8 Parish St.Matthew	D.P.1654	County Cumberland	Part	897 848 3331 5563	68 186 126 113
As shown on plan annexed hereto marked "J."						

* Now being part of land comprised in Certs of Title Vol 6380 Fol 119 and Vol 6381 Fol 119 as regards Vol 5465 Fol 113.

This is the Schedule Part 2 referred to as annexure to the Notice of Resumption By The Commissioner for Railways dated this 18th day of February 1952.

For and on behalf of The Commissioner for Railways.

Secretary for Railways.

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:4 of 16
Ref:GK/Mason /Src:T

of Title volume 6087 folio 222 volume 3331 folio 122 volume 6490 folio 200 and volume 2759 folio 109 being strips of land 66 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Victoria-street at a point distant 225 feet 10 inches south-west of its intersection with the south-western side of William-street and which centre line bears south-easterly to intersect the north-western side of Princes-street at a point distant 82 feet 8½ inches south-west of its intersection with the south-western side of William-street aforesaid and said to be partly in the possession of each of the following owners: T. P. Hayes, the estate of the late John Patrick Corkery, the estate of the late Ludwig Blackwood and L. B. Pocock.

Also all that parcel of land situate as aforesaid being part of lots 66 to 66 inclusive section 49 d.p. 1490 and being part of the land comprised in Certificate of Title volume 3331 folio 122 being triangular in shape and having a frontage of 18 feet 9 inch on the south-east to Victoria-street and a south-western side line being also part of the north-eastern side of O'Connell-street of 188 feet 10 inches and said to be in the possession of the estate of the late John Patrick Corkery.

Also all that parcel of land situate as aforesaid being part of lots 28 to 36 inclusive section 47 d.p. 1490 and being part of the land comprised in Certificate of Title volume 3178 folio 68 being strips of land 66 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Albert-street at a point bearing 228 degrees 18 minutes 175 feet 71 inches from its intersection with the south-western side of O'Connell street and which centre line bears successively 97 degrees 37 minutes 722 feet 9 inches and 111 degrees 39 minutes to the south-western side of O'Connell-street aforesaid and said to be in the possession of Evelyn Maud Philomena Smith.

Also all that parcel of land situate as aforesaid being part of lots 68 to 70 inclusive section 47 d.p. 1490 and being part of the land comprised in Certificate of Title volume 6021 folio 21 being triangular in shape and having a frontage on the south-east of 8 feet 3½ inches to Clyde-street and a south-western side line being also part of the south-eastern side of Hamilton street of 91 feet 3½ inches and said to be in the possession of Percy Lloyd Stevens.

Also all that parcel of land situate as aforesaid being part of lots 12 to 15 inclusive section 48 d.p. 1490 and being part of the lands comprised in Certificates of Title volume 6163 folio 112 volume 6019 folio 144 and volume 6176 folio 28 being strips of land 66 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Otago-street at a point distant 228 feet 4 inches south west of its intersecting with the south western side of Hamilton street and which centre line bears easterly to intersect the south-eastern side of Hamilton-street aforesaid at a point distant 99 feet 3½ inches north west of its intersection with the north-western side of Clyde-street and said to be partly in the possession of each of the following owners: Mrs. Henriette Reid, James Edward Moloney and John Herold Harkell.

Also all that parcel of land situate as aforesaid being part of lots 13 to 20 inclusive and lots 45 to 65 inclusive section F of deposited plan 1671 and being part of the lands comprised in Certificates of Title volume 597 folio 92 volume 3418 folio 188 volume 5031 folio 126 and volume 5562 folio 119 being strips of land 70 feet wide on each side of and adjacent to the centre line of the proposed electric high tension transmission line from Carlingford to Lithgow which centre line intersects the south-eastern side of Norwood road at a point distant 99 feet 7 inches south west of its intersection with the north-eastern boundary of the land comprised in Certificate of Title volume 597 folio 62 aforesaid and which centre line bears easterly to intersect the south western side of Otago street at a point distant 203 feet 7 inches north-east of its intersection with the south eastern boundary of the land comprised in Certificate of Title volume 597 folio 62 aforesaid and said to be partly in the possession of each of the following owners: Mrs. Ethel Matilda Wilson, Mrs. Alice Jane Boyd, Spero Jim Kallovilis and Stanley Mumford Hooper.

Signed at Sydney, this twelfth day of December, 1951,

K. W. STREET, Lieutenant-Governor,

By His Excellency's Command,

P. J. FINNAN, for Minister for Transport.

(6624) GOD SAVE THE KING!

Sydney: L. S. Miller, Government Printer—1951

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

For The Commissioner for Railways.

Secretary for Railways.

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:5 of 16
Ref:GK/Mason /Src:T

F 622371 F

No.

Lodged by Reilly & Co
Solicitor for Patchett
Sydney.

NOTICE OF RESUMPTION.

of Easement

Particulars entered in Register Book,

Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.
9171	112	2683	93	2400	100	6310	114
9246	92	2636	78	2433	3	6314	117
9248	86	2636	95	2449	127	6391	177
9252	15	2727	97	2477	57		
9254	37	2733	106	2514	121		
9257	19	2734	101	2523	113		
9259	62	2736	149	2563	197		
9267	105	2740	57	2592	104		
9271	73	2744	25	2611	135		
9272	114	2751	126	2658	10		
9280	116	2771	171	6233			
2330	116	2776					

this 25

day of September, 1957

at 12 minutes

o'clock in the noon.

J. Kell

Registrar General.

EXTRA FEES
Diagram
Deeds Posted

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:6 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

F 622371

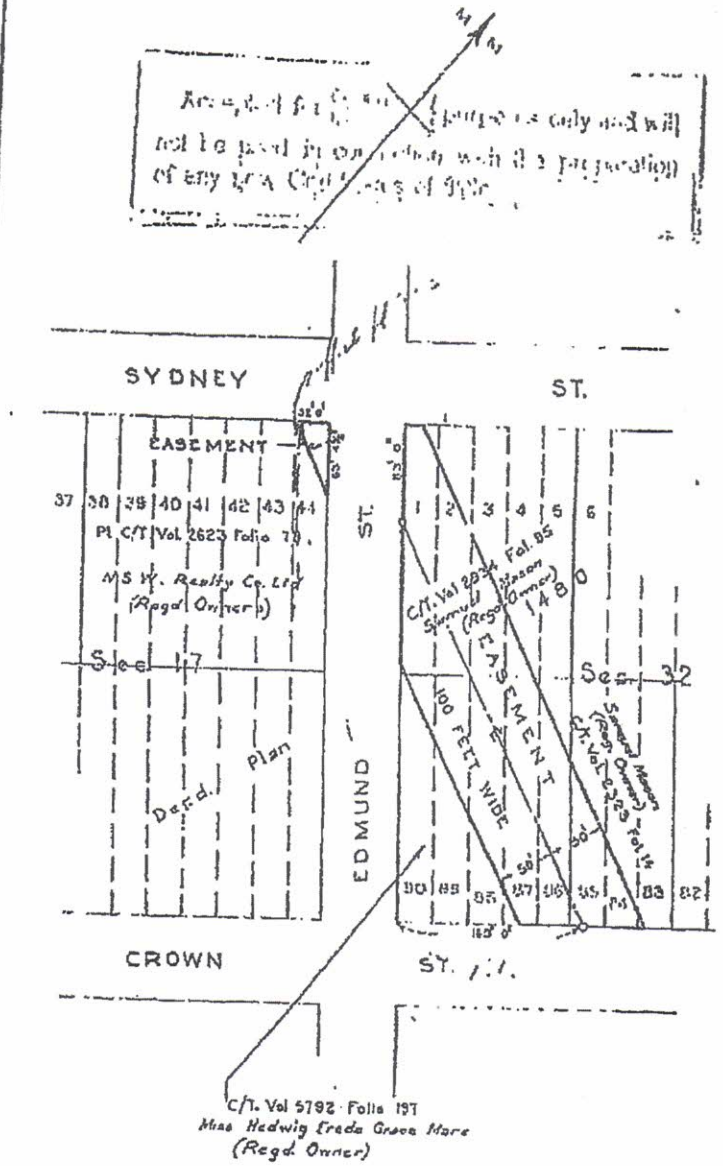
"A."

PLAN OF EASEMENT

being part of Lots 1 to 4 incl. and part of Lots 83 to 90 incl. Sec. 32 also part of Lots 43 & 44, Sec. 17, D.P. 1480

Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 inch.



Centre Line of Transmission Line shown thus ——— . . . ——— . . . ———

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	SGW	Passed	R.W. Mackay per	27-2-51 CHIEF ELECTRICAL ENGINEER
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Tcd.	DAA		LE	62049
	Ctd.	SGW			

This is the plan "A." referred to as annexure to the Notice of Resumption given by ——— to the Commissioner for Railways dated the 15th day of February 1952.

Witness ———

This margin to be left free from notation

Signature of parties to be made in the margin

For and on behalf of the Commissioner for Railways.

Secretary for Railways

Solicitor for Railways

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:7 of 16
Ref:GK/Mason /Src:T

"B."

Shire of Blacktown

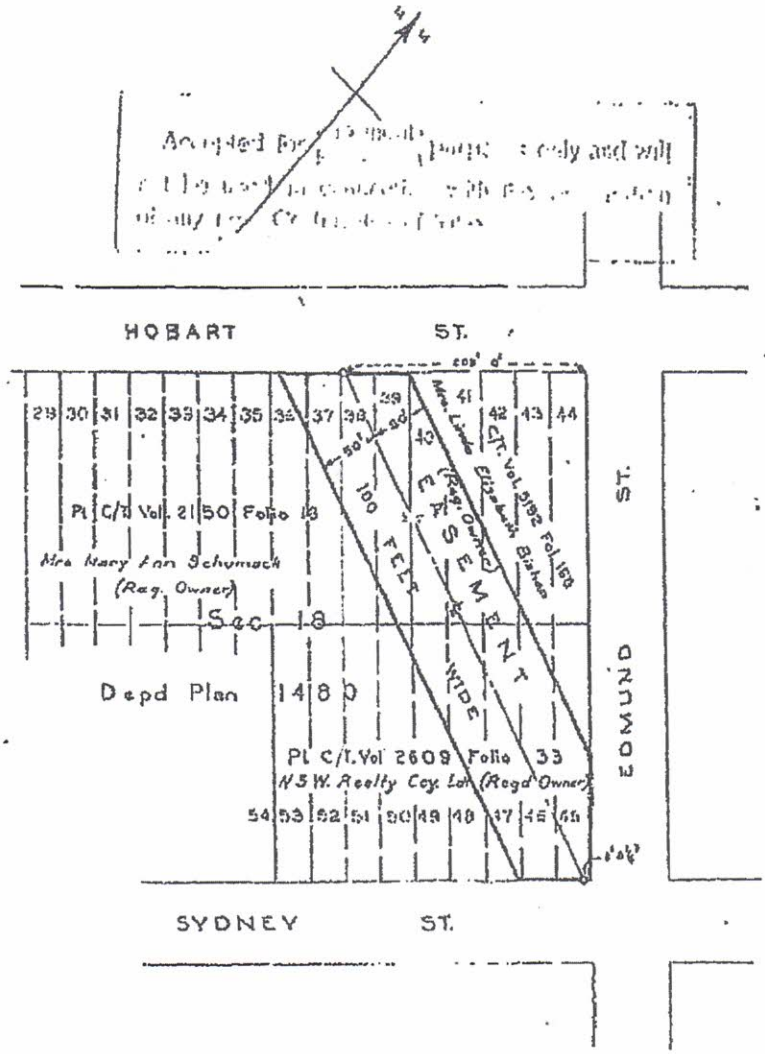
F. 622371

PLAN OF EASEMENT

being part of Lots 36 to 43 incl. and parts of Lots 45 to 50 incl. Sec. 18, D.P. 1480.

Parish of St Matthew County of Cumberland

Scale: 100 Feets to 1 inch.



Centre Line of Transmission Line shown thus — · — · —

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	rcw	Passed	R.W. Weekes per J.F. 27.1.51 CHIEF ELECTRICAL ENGINEER
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Tcd.	ocs		LE 62050
	Dtd.	SGW		

This margin to be left free from notation

For and on behalf of the Commissioner for Railways.
Signature of parties to be made in the margin.
Secretary for Railways.
Solicitor for Railways.

This is the plan "B." referred to as annexure to the Notice of Resumption
from ____ by ____ to the Commissioner for Railways
dated the 15th day of February 1952.

Witness ____

Reg:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:8 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

F 622371

PLAN OF EASEMENT

being part of Lots 28 to 35 Incl. and part of Lots 51 to 58 Incl. in Section 18, D.P. 1480

Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 Inch.

Accepted for ... purposes only and will not be ... from the ... of ... of the ... of Title

WELLINGTON ST.

Sec. 19

Depd. Plan 1480

Pt. C/T. Vol. 2798 Fol 101 Est late Ludovic Blackwood (Regd Owner)

Pt. C/T. Vol. 5716 Fol. 57 Public Trustee (Regd Owner)

EASEMENT 50' WIDE

Pt. C/T. Vol. 4396 Fol. 127 Patrick Grace Yanko and Ivy Lillian Ward (Joint Tenants)

EDMUND ST.

HOBART ST.

C/T. Vol 817 Folio 112 Mrs Winifred Jessie Cummins & William John Zielach } Joint Tenants

B.

Centre Line of Transmission Line shown thus - —·—·—

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	r.e.w	Passed	R.W. Mackay per [illegible] 17.1.51 CHIEF ELECTRICAL ENGINEER
	Tcd.	o.e.q		
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Ckd.	S.G.W.		LE 62051

This is the plan "B" referred to as annexure to the Notice of Resumption from ... to the Commissioner for Railways dated the ... day of ... 1952.

Witness ...

For and on behalf of the Commissioner for Railways.

Signature of notice to be given ...

Solicitor for Railways.

Solicitor's Address ...

This margin to be left free from notation

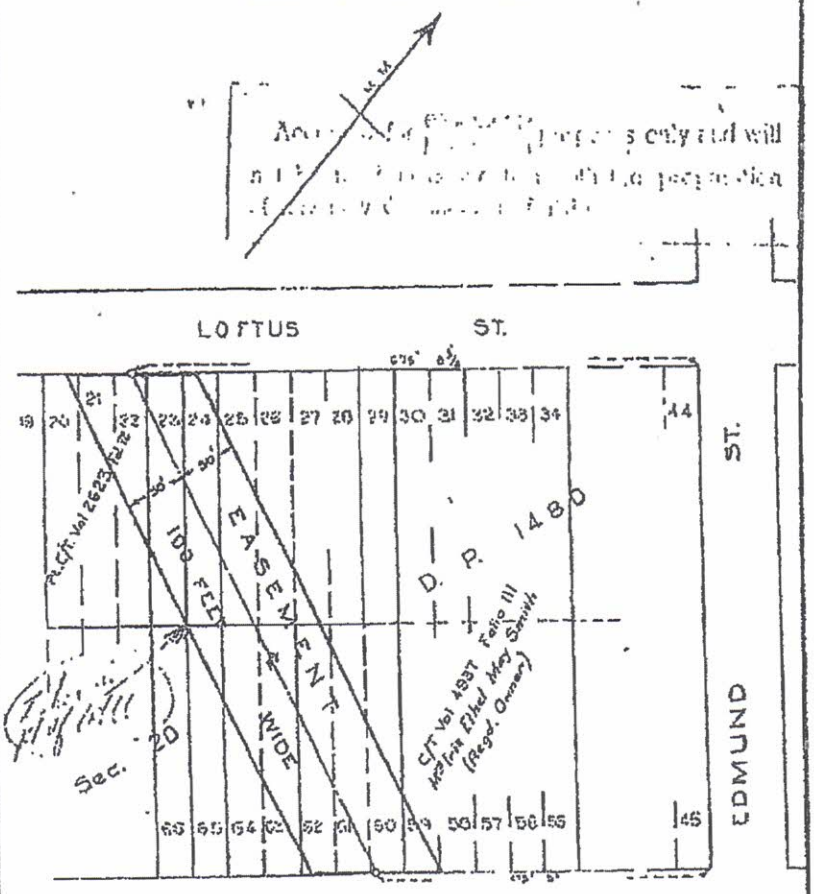
Req:R559724 /Doc:DL 2622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:9 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

PLAN OF EASEMENT.

being part of Lots 20 to 27 incl. and part of Lots 58 to 66 incl.
Section 20, D.P. 1480
Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 inch.



REFERENCE

Lots	Sec.	D.P.	Cert. of Title Vol.	Cert. of Title Folio	Registered Owner
20 to 22	20		2623	78	N.S.W. Realty Co. Ltd
23	1		917	105	Fletchie Salvie
24	1		864	57	Cornelius Joseph Connell
25 to 27	1		852	15	Mrs Elsie Newland Eyre & Henry Harold Crowe } Joint Tenants
58	1		2636	97	Mrs Ellen May Steel Bewrey
65	1		2636	93	Mrs Nina Alma Carlow
63 & 64	1		878	78	William Thomas Reen
60 to 62	1		2840	58	Mrs Elsie Scott

Centre Line of Transmission Line shown thus - . - . - . -

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	J.C.W.	Passed	R.W. Mackay per J.C.W. 27.1.51 CHIEF ELECTRICAL ENGINEER
	Tod.			
132 kV TRANSMISSION LINE CARLINGFORD TO LITHOW	Chk.	S.G.W.		LE 62052

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For and on behalf of the Commissioner for Railways.
Signature of person to be endorsed in margin
Secretary for Railways
Solicitor for Railways

This is the plan "D." referred to as annexure to the Notice of Resumption from ... by ... to the Commissioner for Railways dated the ... day of ... 19...

Witness

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:10 of 16
Ref:GE/Mason /Src:T

Shire of Blacktown

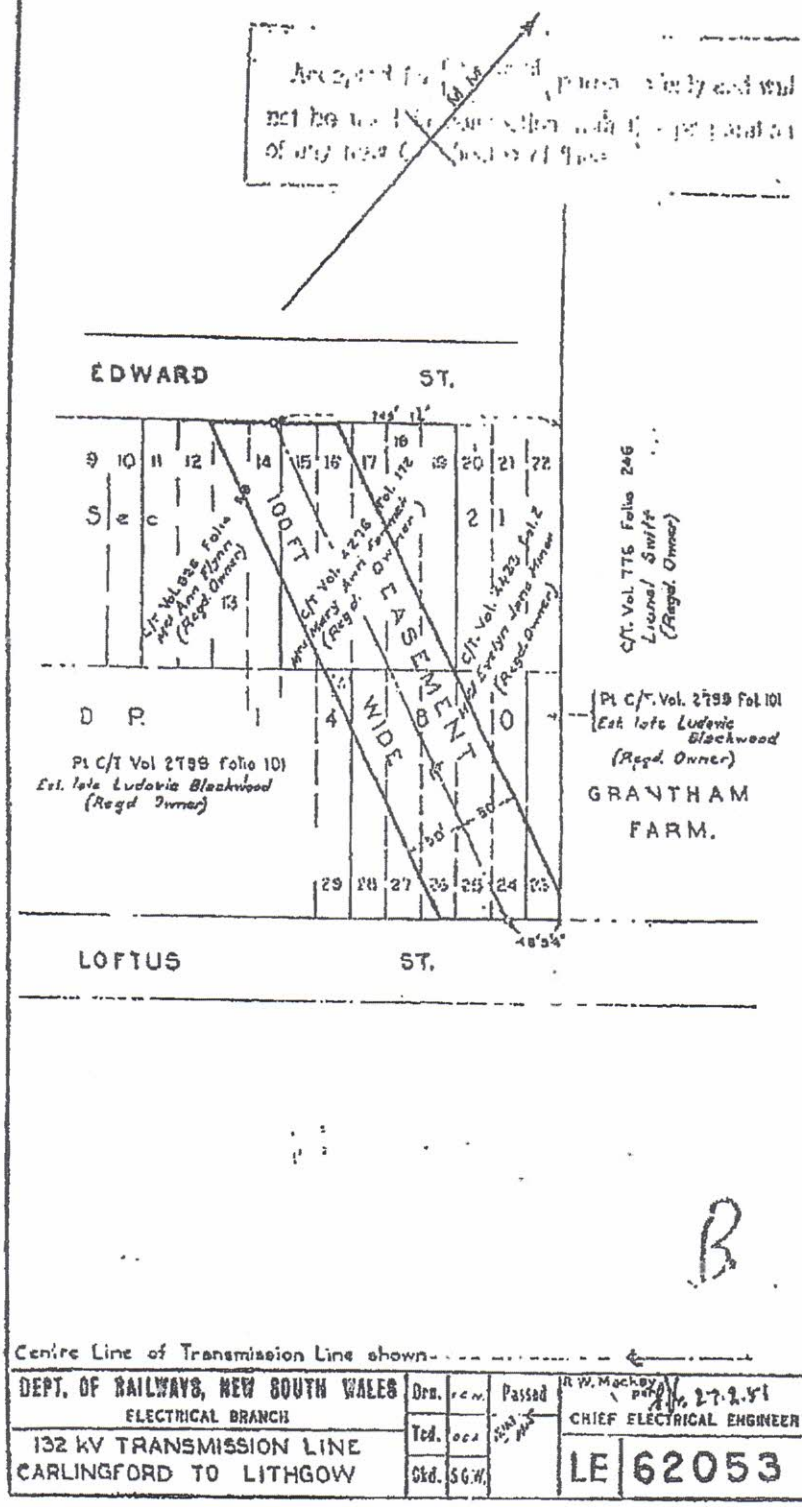
F 622371

PLAN OF EASEMENT

being part of Lots 13 to 19 incl., part of Lots 23 to 29 incl. Sec. 21 and part of Grantham Farm D.P. 1480

Parish of St. Matthew County of Cumberland

Scale: 100 Feet to 1 Inch.



This margin to be left free from notation

"F."

For and on behalf of the Commissioner for Railways.

Solicitor for Railways.

This is the plan "F." referred to as annexure to the Notice of Resumption given by ... to the Commissioner for Railways dated the ... day of ... 1952.

Witness ...

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	R.C.W.	Passed	R.W. Mackay pp. 27.2.51 CHIEF ELECTRICAL ENGINEER
	Tcd.	O.C.S.		
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Ckd.	S.G.W.		LE 62053

Centre Line of Transmission Line shown - - -

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:15 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown.

F 622371

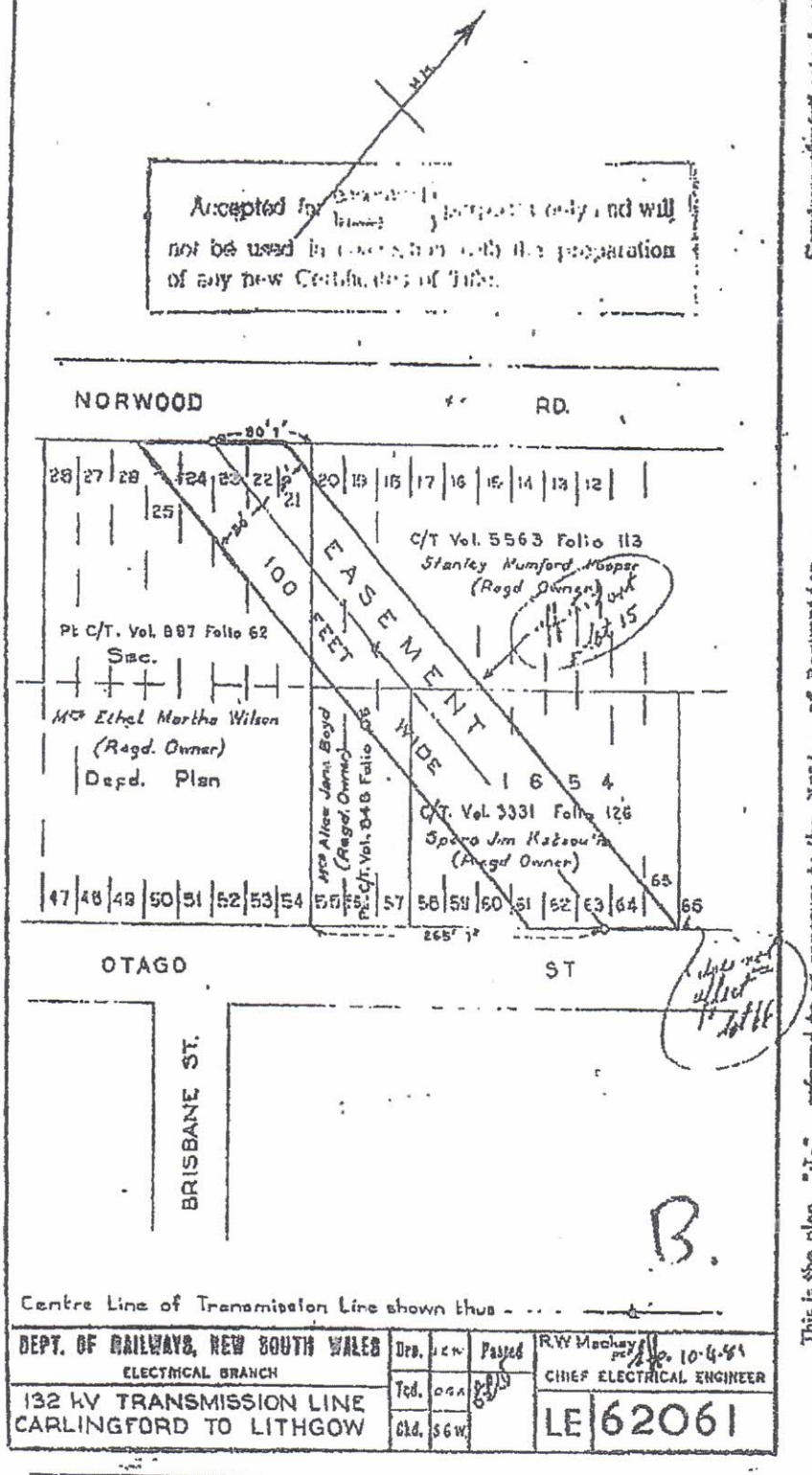
PLAN OF EASEMENT

being part of Lots 15 to 26 incl, and part of Lots 58 to 69 incl, Section F, of D.P. 1654

Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 inch.

Accepted for [illegible] purposes only and will not be used in connection with the preparation of any new Certificates of Title.



Centre Line of Transmission Line shown thus - . - . -

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	J.C.W.	Passed	R.W. Mackay pp. 10-4-61 CHIEF ELECTRICAL ENGINEER
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Tcd.	O.G.A.		LE 62061
	Cld.	S.G.W.		

This margin to be left free from notation

This is the plan "J." referred to as annexure to the Instr. of Resumption from [illegible] by the Commissioner for Railways dated the [illegible] day of [illegible] 1952.

Witness [illegible]

Req:R559724 /Doc:DL E622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:15 of 16
Ref:GK/Mason /Src:T

of Blacktown

E 622371

PLAN OF EASEMENT

part of Lots 18 to 26 Incl, and part of Lots 55 to 65 Incl, Section F, of D.P. 1654

Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 inch.

Accepted for easement purposes only and will not be used in connection with the preparation of any new Certificates of Title.

This margin to be left free from notations

NORWOOD RD.

OTAGO ST

BRISBANE ST.

EASEMENT 100 FEET WIDE

1654

C/T Vol 5563 Folio 113
Stanley Mumford Hooper
(Regd Owner)

Pt C/T. Vol. 687 Folio 62
Sec.
Mrs Ethel Martha Wilson
(Regd Owner)
Depd. Plan

Mrs Alice Jane Boyd
(Regd Owner)
Pt C/T. Vol. 848 Folio 86

C/T. Vol. 3331 Folio 28
Spiro Jim Katsoulis
(Regd Owner)

B.

Centre Line of Transmission Line shown thus - - - —

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	Passed	R W Mackay per J.C. 10.4.51 CHIEF ELECTRICAL ENGINEER
	Tcd.		
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Dkd.		LE 62061

This is the plan "B" referred to as annexure to the Notice of Resumption by The Commissioner for Railways dated the day of 1952.

Witness

For and on behalf of The Commissioner for Railways.

Witness

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:11 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

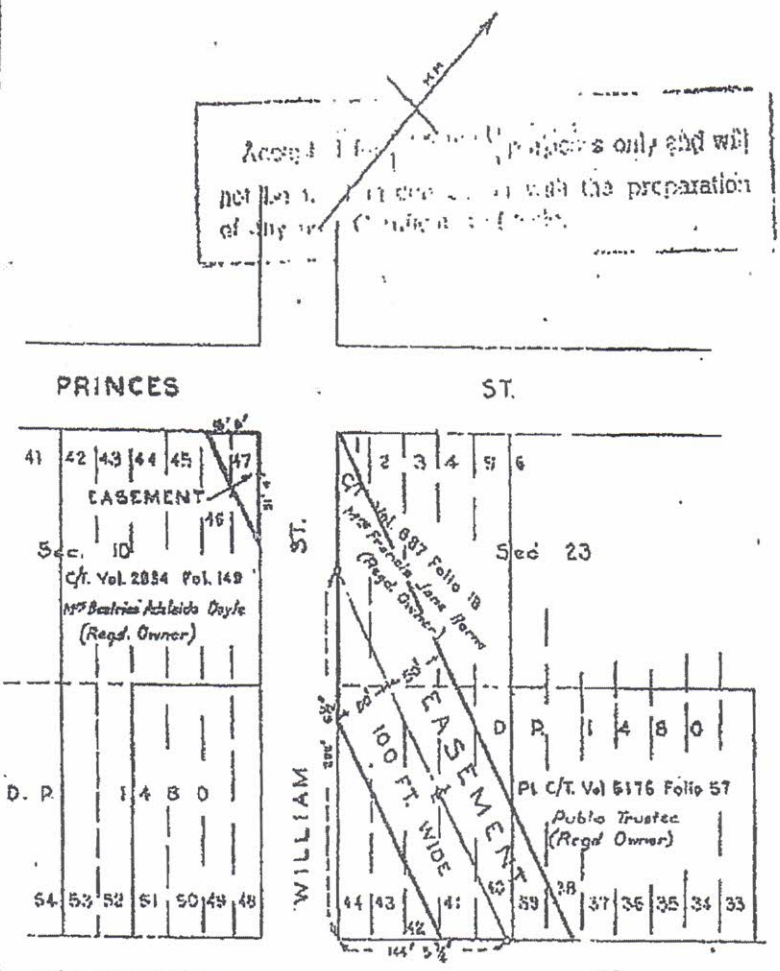
P. 622371

PLAN OF EASEMENT

being part of Lots 1 to 4 incl. and part of Lots 38 to 44 incl. Sec. 23 also part of Lots 46 & 47, Sec. 10, D.P.1480

Parish of St Matthew County of Cumberland

Scale: 100 Feet = 1 Inch.



This margin to be left free from notation

For and on behalf of The Commissioner for Railways.

Signature of person to be made in the margin

This is the plan "P.2" referred to as annexure to the Notice of Resumption from by to the Commissioner for Railways dated the day of 1952.

Witness

Centre Line of Transmission Line shown thus -- . -- . --

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Des.	Passed	R W Mackay per 27.1.51 CHIEF ELECTRICAL ENGINEER	
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Ted.		LE	62055
	Okd.			

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:12 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

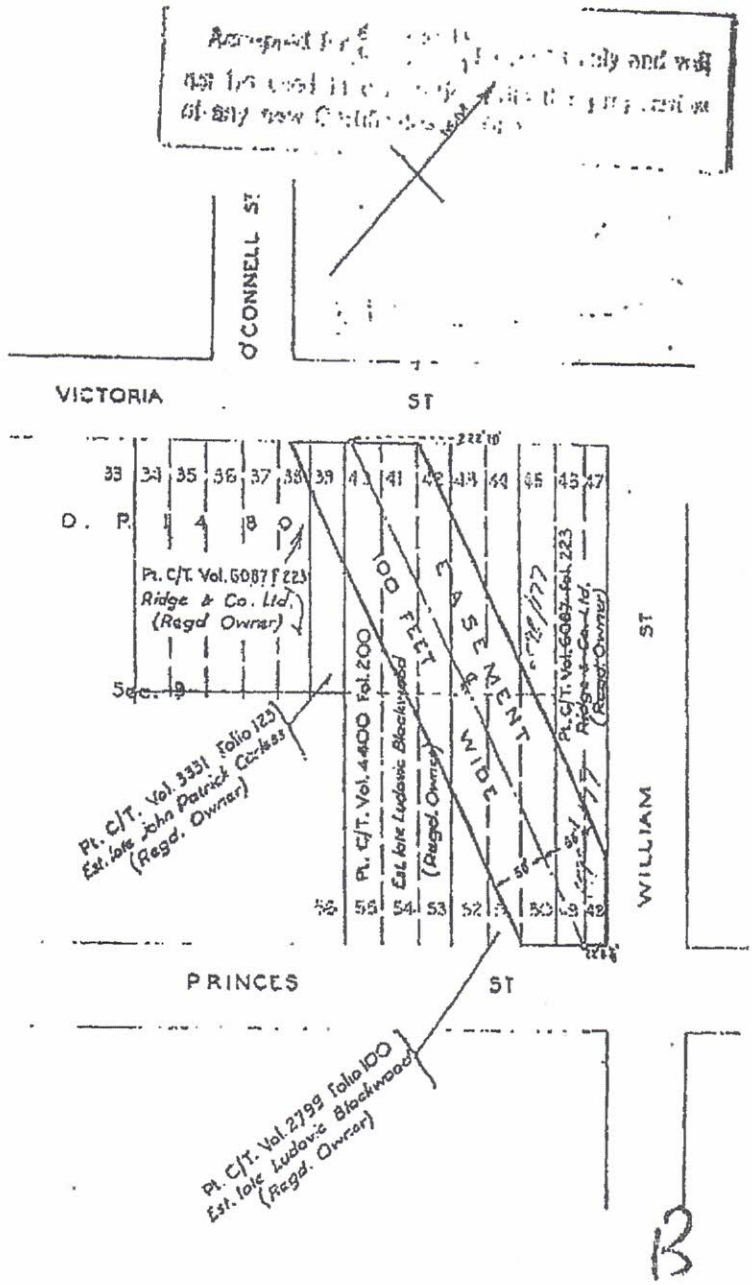
F 622371

PLAN OF EASEMENT

being part of Lots 38 to 45 incl. and part of Lots 48 to 54 incl. Sec. 9, D.P. 1480.

Parish of St. Matthew County of Cumberland

Scale: 100 feet to 1 inch.



Centre Line of Transmission Line shown thus - - - - - - - - - - - -

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	Passed	R. W. MACKAY per	9.2.51
	Tsd.		CHIEF ELECTRICAL ENGINEER	
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Ckd		LE	62056

This margin to be kept free from notation

For and on behalf of The Commissioner for Railways.

This is the plan "G." referred to as annexed to the Notice of Resumption from ... by ... to The Commissioner for Railways dated the 15th day of February, 1952.

Witness ...

Req:R539724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OE /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:13 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

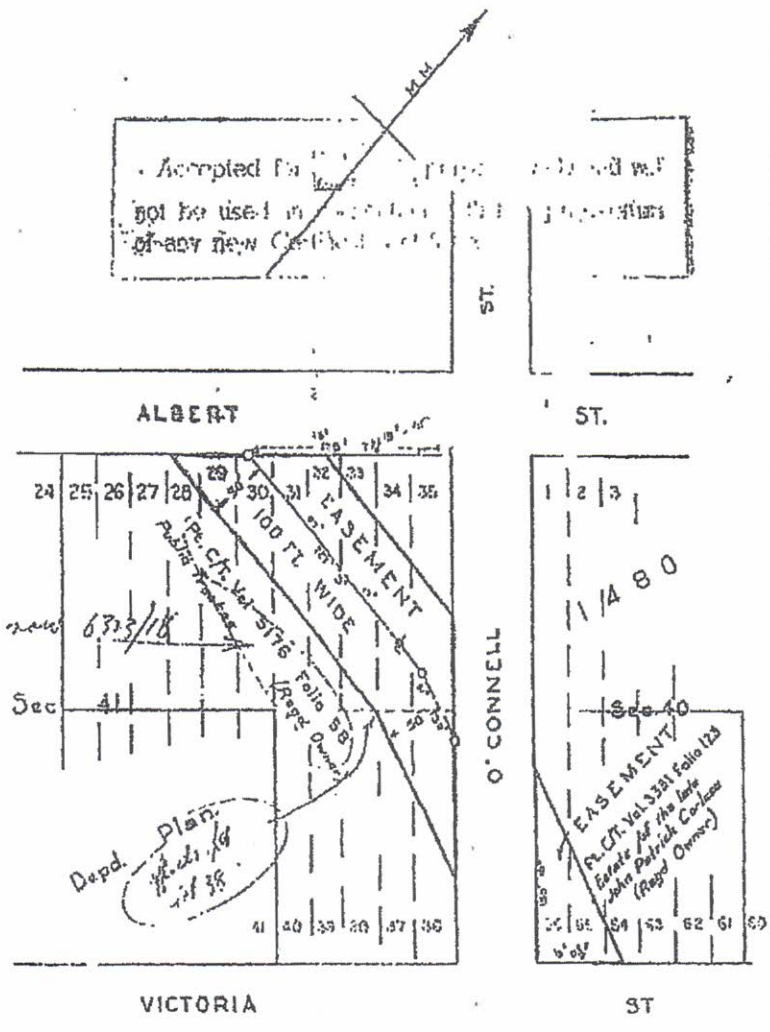
F 622371

PLAN OF EASEMENT

being part of Lots 28 to 38 Incl. Sec 41 and part of Lots 24 to 28 Incl. Sec. 40 D.P. 1480

Parish of St Matthew County of Cumberland

Scale: 100 Feet to 1 Inch.



Centre Line of Transmission Line shown thus - ---℄---

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	J.C.W.	Passed	R.W. Mackay per 22.3.51 CHIEF ELECTRICAL ENGINEER
	Tcd.	[illegible]	[illegible]	
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Ckd.	S.G.W.		LE 62057

This is the plan "B" referred to as annexure to the Notice of Resumption from the Commissioner for Railways by ... dated the ... day of ... 1952.

Witness ...

For and on behalf of the Minister for Railways.
Secretary for Railways.
Solicitor for Railways.

This margin to be left free from notation

Req:R559724 /Doc:DL F622371 /Rev:03-Apr-1997 /Sts:OK.OK /Prt:13-Nov-2014 15:16 /Pgs:ALL /Seq:14 of 16
Ref:GK/Mason /Src:T

Shire of Blacktown

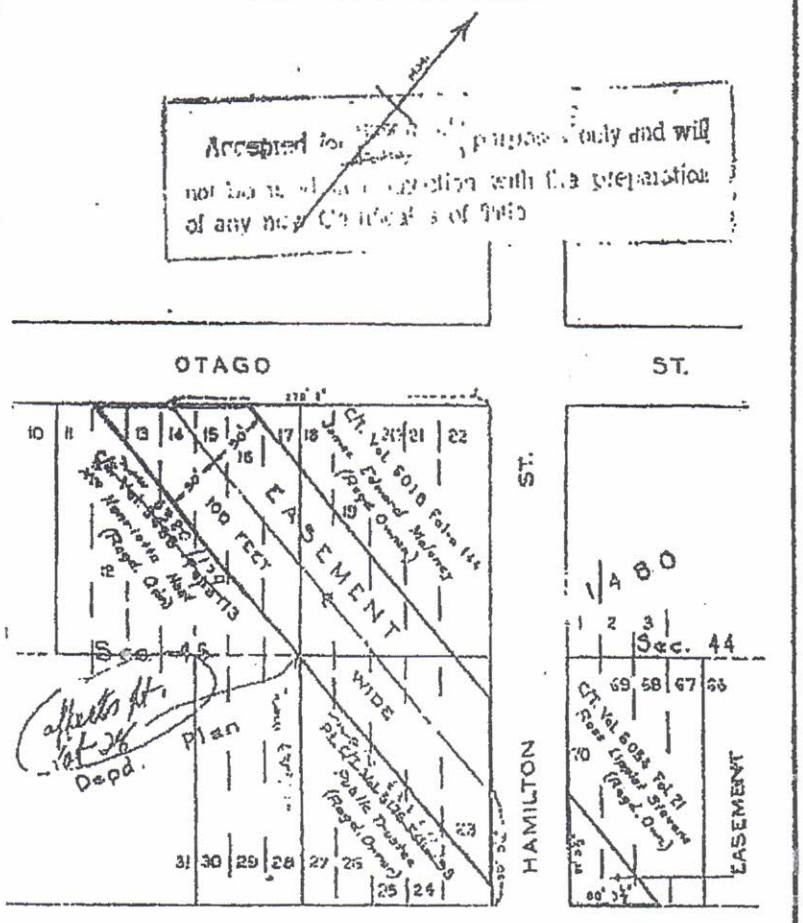
F 622371

PLAN OF EASEMENT

being part of Lots 12 to 28 incl. Sec 45, and part of Lots 68 to 70 incl. Sec. 44, D.P. 1480

Parish of St Matthew County of Cumberland

Scale: 100 feet to 1 inch.



This margin to be left free from notation

Centre Line of Transmission Line shown thus - - - - - -

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	[illegible]	Passed	R W Mackay per [illegible] CHIEF ELECTRICAL ENGINEER
	Tsd.	[illegible]		
132 kV TRANSMISSION LINE CARLINGFORD TO LITHGOW	Qkd.	[illegible]		LE 62060

This is the plan "I." referred to as annexure to the Notice of Resumption from [illegible] by [illegible] to the Commissioner for Railways dated the [illegible] day of February 1952.

Witness [illegible]

For and on behalf of the Commissioner for Railways.

[illegible]
Secretary for Railways.
Solicitor for Railways.

Req:R559751 /Doc:DL 0631648 /Rev:01-Mar-2010 /Sts:OK.SC /Prt:13-Nov-2014 15:19 /Pgs:ALL /Seq:1 of 3
Ref:GK/Mason /Src:T

97-11R

REQUEST

Real Property Act 1900

0
631648 W

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

See Annexure attached	

(C) **REGISTERED DEALING**
If applicable.

See Annexure attached

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 REFERENCE (max 15 characters): PE	

(E) **APPLICANT**

PROSPECT ELECTRICITY

(F) **REQUEST**

The Registrar General to record Prospect Electricity as the registered proprietor of the easements as defined in the annexure attached, pursuant to Section 78 (1) of the Electricity Commission Act, 1950 as notified in New South Wales Government Gazette No. 76 of the 3rd June 1994. Dealing No.U822997

CHECKED BY (office use only)

C/S

Req:R559751 /Doc:DL 0631648 /Rev:01-Mar-2010 /Sts:OK.SC /Prt:13-Nov-2014 15:19 /Pgs:ALL /Seq:2 of 3
Ref:GK/Mason /Src:T

0 631648

CARLINGFORD-LITHGOW 132 KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
39	P.501	84	SEC32 1480		
		85	SEC32 1480		
		83	SEC32 1480	AC 2323-14	F622371
		86	SEC32 1480		
		87	SEC32 1480		
		88	SEC32 1480		
		89	SEC32 1480		
		90	SEC32 1480	AC 5792-197	F622371
		1	SEC32 1480		
		2	SEC32 1480		
		3	SEC32 1480		
		4	SEC32 1480	AC 2934-95	F622371
		43	SEC17 1480		
		44	SEC17 1480	AC 8423-194	F622371
40	P.486	45	SEC18 1480		
		46	SEC18 1480		
		47	SEC18 1480		
		48	SEC18 1480		
		49	SEC18 1480	AC 15544-148	F622371
		50	SEC18 1480	AC 15544-149	F622371
		43	SEC18 1480		
		42	SEC18 1480		
		41	SEC18 1480		
		40	SEC18 1480	AC 14620-238	F622371
		39	SEC18 1480		
		38	SEC18 1480		
		37	SEC18 1480		
		36	SEC18 1480		
		28	SEC19 1480	AC 9745-29	F622371
41	P.502	51	SEC19 1480		
		52	SEC19 1480		
		53	SEC19 1480	AC 8456-192	F622371
		34	SEC19 1480		
		35	SEC19 1480		
		54	SEC19 1480		
		55	SEC19 1480	AC 817-112	F622371
		56	SEC19 1480		
		57	SEC19 1480		
		58	SEC19 1480		
		29	SEC19 1480		
		30	SEC19 1480		
		31	SEC19 1480		
		32	SEC19 1480		
		33	SEC19 1480	AC 8463-235	F622371
42	P.503	59	SEC20 1480	AC 15496-217	~~F622731~~ F622371
		60	SEC20 1480		
		61	SEC20 1480		
		62	SEC20 1480	AC 8436-39	F622371
		63	SEC20 1480		
		64	SEC20 1480	AC 8433-208	F622371

(6)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE 16th October 1995

M.D. Smith
Signature of Witness

MARILYN DAWN SMITH
Name of Witness (BLOCK LETTERS)

9 Elizabeth St, Berowra Heights 2082
Address of Witness

R.B.SMITH, STATE SEARCH
Authorised Agent for
PROSPECT ELECTRICITY.

R.B. Smith
Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

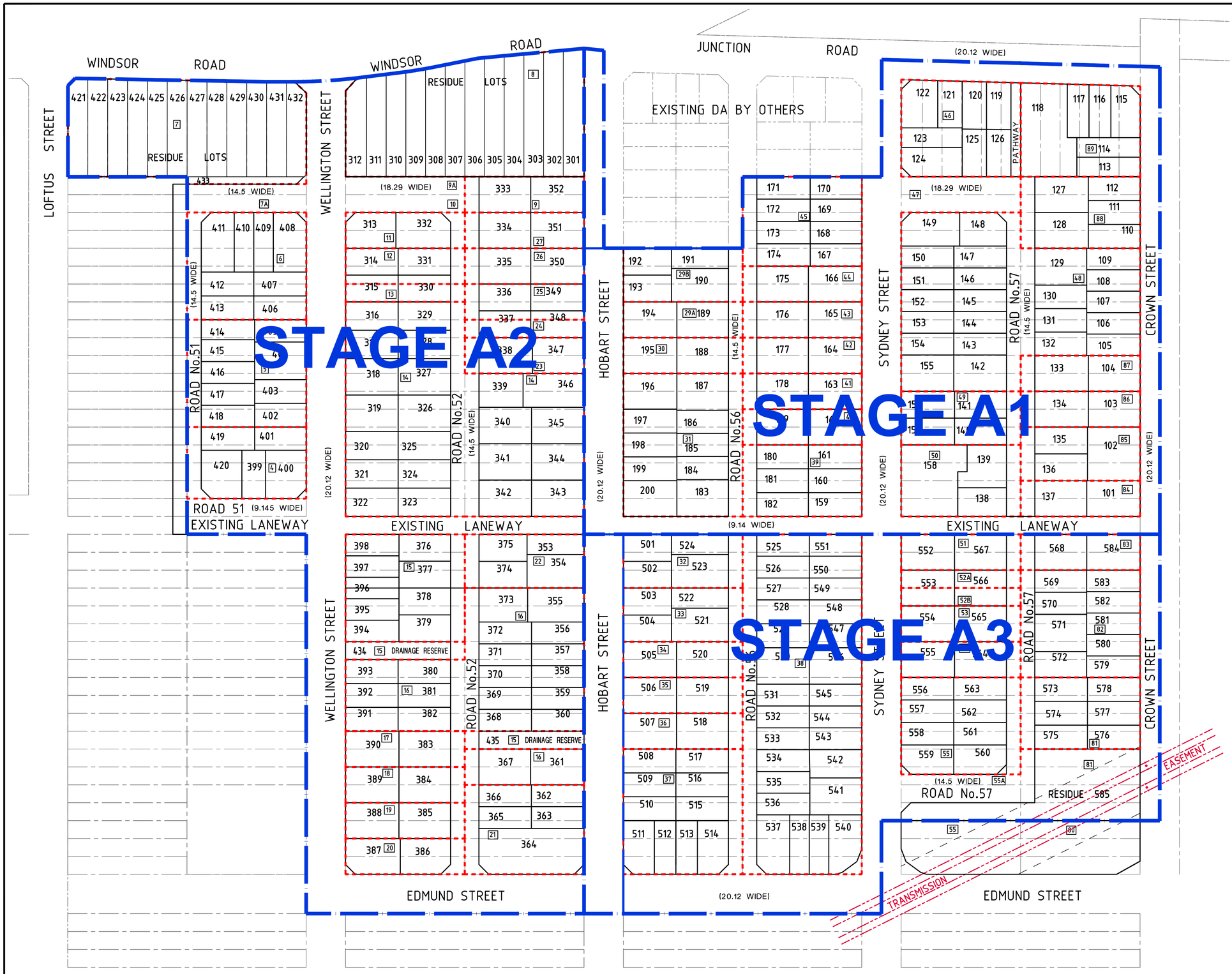
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....
in the State of ..... on ..... 19 ..... in the presence of

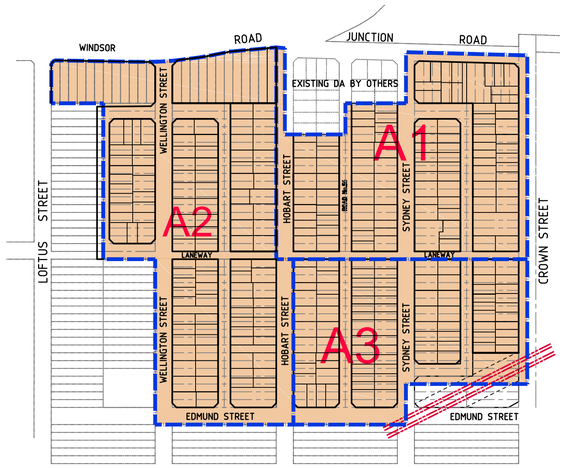
.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant





STAGING DIAGRAM

MASTERPLAN

LEGEND

STAGING BOUNDARIES

FUTURE PUBLIC RESERVE

0 25 50 100

SCALE 1 : 1000 (A1)

Areas and dimensions are subject to final survey and approval by Blacktown City Council.

TITLE: RIVERSTONE SCHEDULED LANDS PRECINCT A STAGES 1, 2 & 3	CLIENT MANAGER: TA SURVEYED: SH CAD OPERATOR: LS	LEVEL DATUM: A.H.D ORIGIN OF LEVELS: N/A REDUCED LEVEL: N/A	MERIDIAN: MGA ORIGIN OF COORDINATES N/A	DATE: 25/10/2015 SCALE: 1:1000 SHEET SIZE: A1	SHEET 1 OF SHEETS 3	AUTOCAD REF: 119674-Master Plan - Rev Z.dwg CIVILCAD REF: REVISION: Z- Date : 20/2/2017

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CLIENT: URBANGROWTH
JOB NO: 119674

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ABN 44 140 292 762
29 - 31, Lexington Drive
PO Box 6843
Baulkham Hills 2153
T +61 2 8884 6900
F +61 2 8884 6999
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creativepeople making a difference

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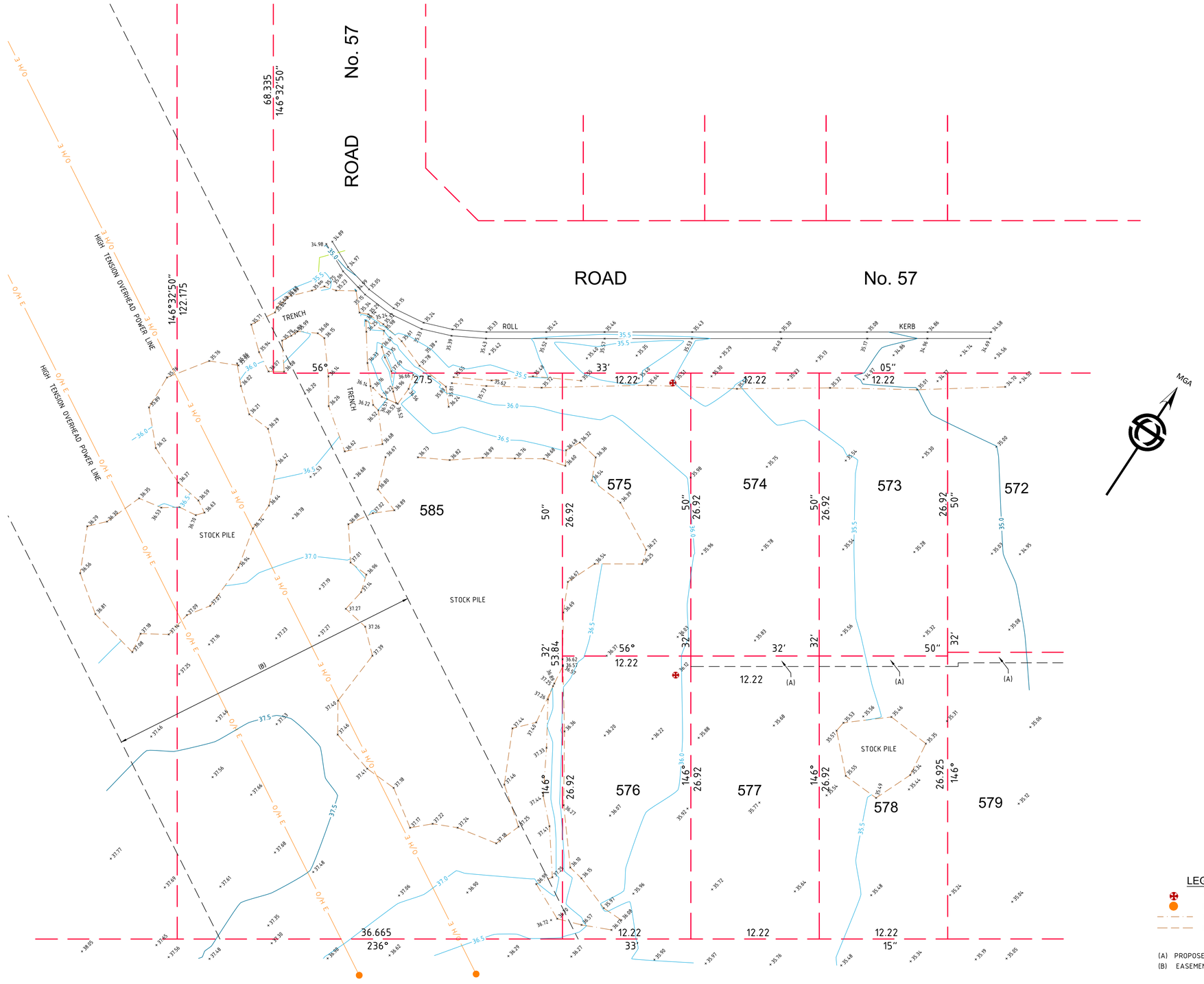

LEGEND

- SEWER MANHOLE
- POWER POLE
- TOP OF BANK
- BOTTOM OF BANK

(A) PROPOSED EASEMENT FOR DRAINAGE OF WATER 1 WIDE
(B) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (VIDE G592643)

REVISIONS					
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200
VERT. SCALE: N/A @ A1
COORDINATES: MGA
DATUM: AHD
ORIGIN: PM12098
ORIGIN: PM25126

4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

NOTES

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LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM (AHD) USING PM25126 WITH RL OF 27.260m .

ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273535.459

CONTOURS ARE AN INDICATION OF LANDFORM AND SHOULD NOT BE TAKEN IN PREFERENCE TO SPOT LEVELS SHOWN.

CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY
DRAWN: BN
CHECKED: SH
APPROVED: SH

DATE OF SURVEY: 30/09/2019
DATE OF PLAN: 30/09/2019
DATE LAST SAVED: 16.10.2019
DATE APPROVED: 01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13
ISSUE: A
SHEET 1 OF 7 SHEETS
SIZE: A1

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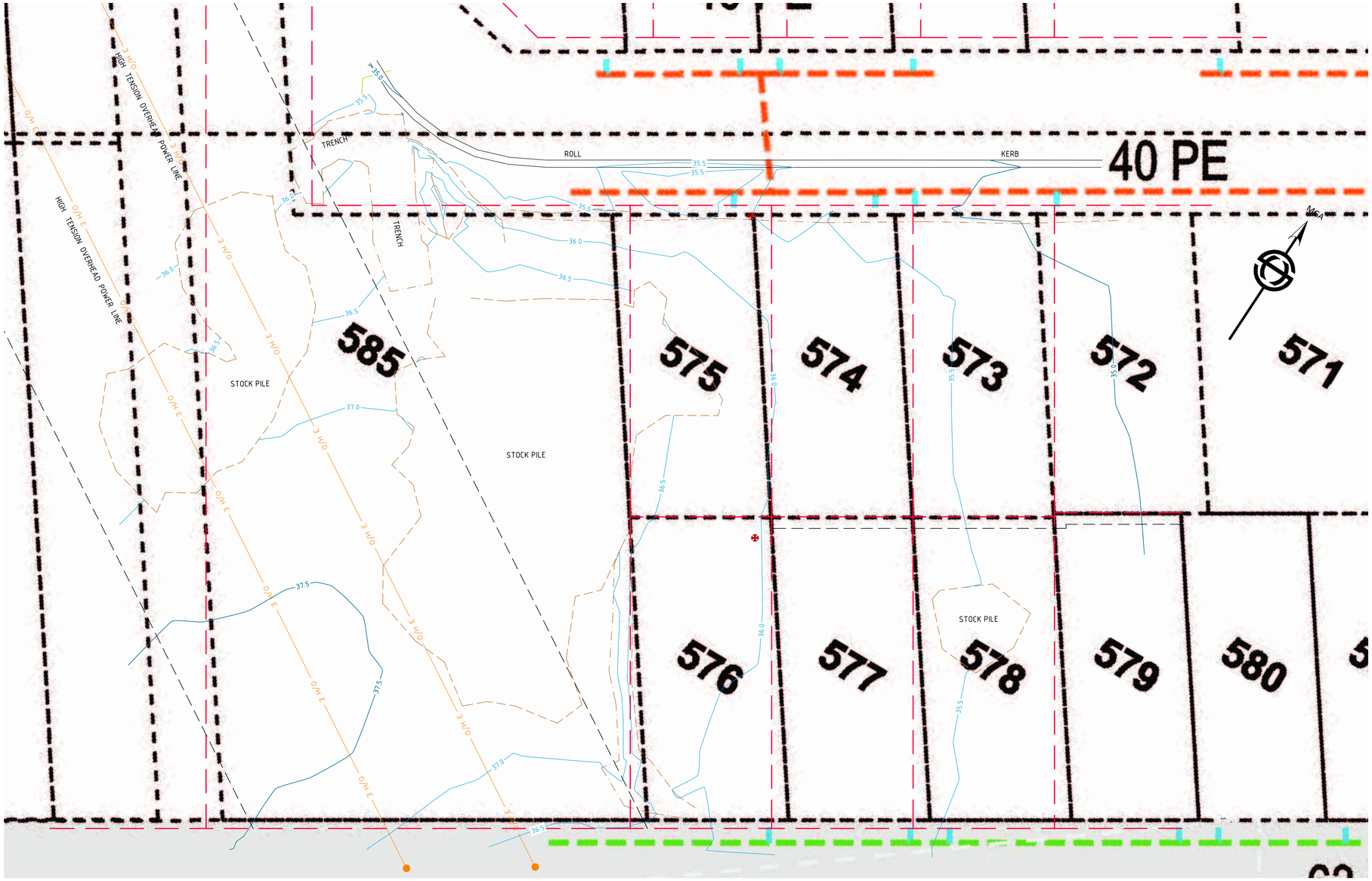
APPROXIMATE GAS DESIGN OVERLAY



GAS DESIGN DETAILS

PROPOSED DETAILS

	1: LAY MCT 40mm	PE	1100m
	2: LAY MCT 63mm	PE	360m
	3: LAY MCT 110mm		
	4: LAY MCT 160mm		
	5: LAY MPE		
	6: STUBS	20PE	96
	7: LAY Secondary		
	Install VALVE:		
	Install REG:		
	CUT, CAP & ISOLATE:		
	PROP. ABANDON VALVE / REG		

NOTE: VENDOR TO PROVIDE SEPARATE MAINS ACTIVITY SHEET FOR ADDITIONAL MAINS LAY DETAILS

COMMENTS:

PE MATERIAL PIPE DETAILS

INSTALLATION	MAOP	SIZE	SDR
DIRECT LAY	<= 300kPa	20-63mm	SDR11
	<= 300kPa	110-250mm	SDR17
	400kPa	ALL	SDR11
HDD/CASE BORE	2-400kPa	ALL	SDE11

REFER TO CONSTRUCTION FIELD MANUAL FOR MORE DETAILS

Legend	
	Existing Network
	Proposed Network
	Secondary Network
~ 1.0	MBL
	Existing Cap
	Proposed Cap
	Railway
	Primary Network
	Proposed Casing
	Existing Casing

SITE CONTACT	
Name:	Contact Number:
Tony Atkins	8884 6900

Vendor:

Field Supervisor Name:

Field Completion Date:

DATE APPROVED: 31/7/19

APPROVED BY:

Pressure: 210kPa

SIZE A2

DRAWN BY: bdamianu **Date Drawn:** 30/07/2019

CONSTRUCTION PLOT

Rev: 0

Jemena

REVISIONS					
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1

COORDINATES: MGA | DATUM: AHD

ORIGIN: PM12098 | ORIGIN: PM25126

4 2 0 4 8 12

SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM (AHD) USING PM25126 WITH RL OF 27.26m .

ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273035.459

CONTOURS ARE AN INDICATION OF LANDFORM AND SHOULD NOT BE TAKEN IN PREFERENCE TO SPOT LEVELS SHOWN.

CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY | DATE OF SURVEY: 30/09/2019

DRAWN: BN | DATE OF PLAN: 30/09/2019

CHECKED: SH | DATE LAST SAVED: 16.10.2019

APPROVED: SH | DATE APPROVED: 01/10/2019

TITLE

TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13

ISSUE: A

SHEET 2 OF 7 SHEETS

SIZE: A1

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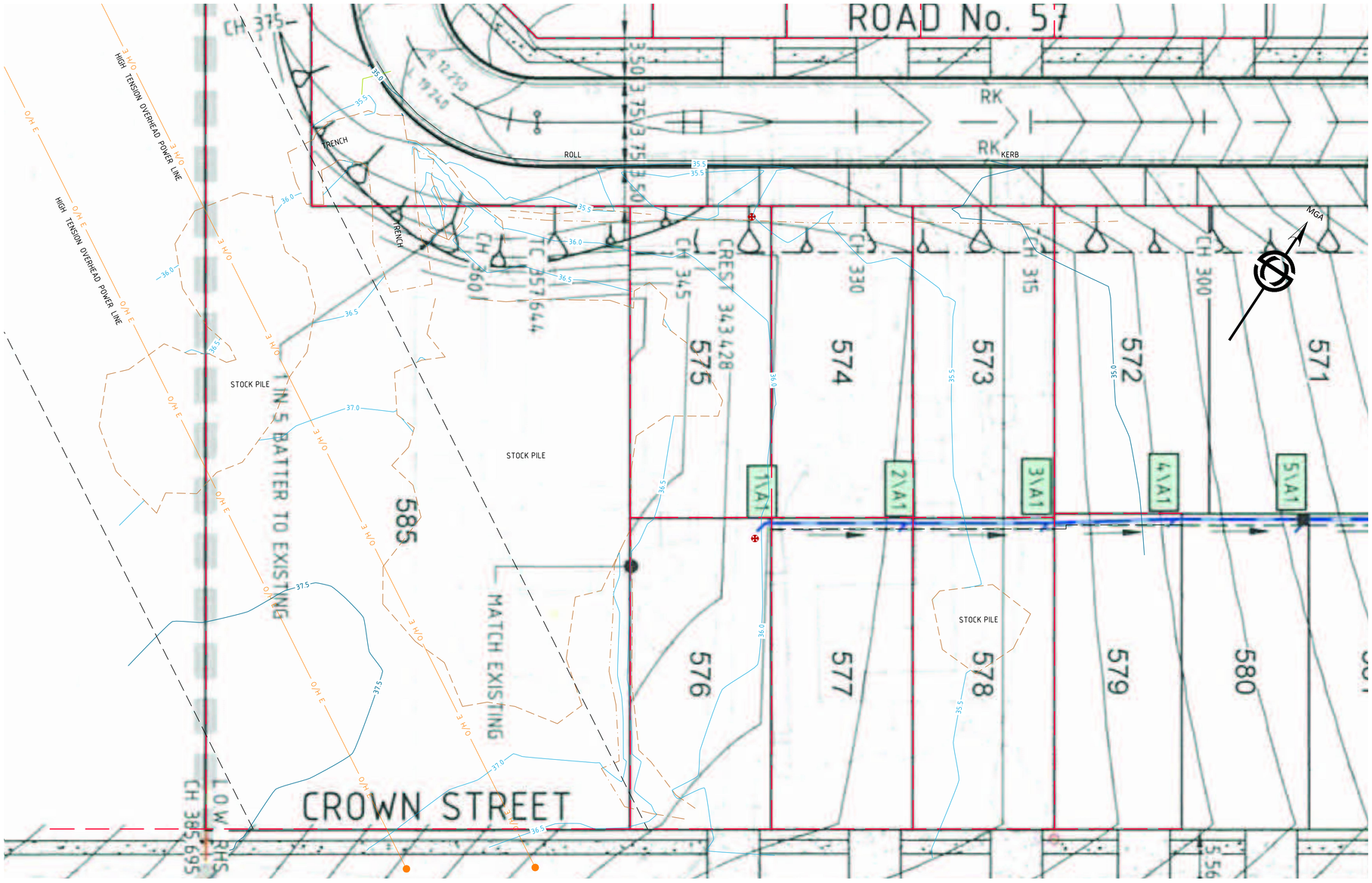
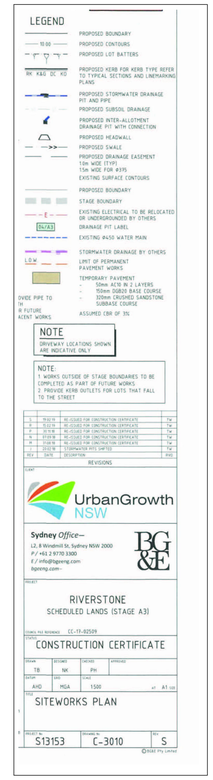
APPROXIMATE CIVIL DESIGN OVERLAY



CIVIL DESIGN DETAILS



REVISIONS						
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP	
A	30/09/2019	INITIAL VERSION	BN	MY	XXX	

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1

COORDINATES: MGA | DATUM: AHD

ORIGIN: PM12098 | ORIGIN: PM25126

4 2 0 4 8 12

SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273535.459

CONTOURS ARE AN INDICATION OF LANDFORM AND SHOULD NOT BE TAKEN IN PREFERENCE TO SPOT LEVELS SHOWN.

CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY | DRAWN: BN | CHECKED: SH | APPROVED: SH

DATE OF SURVEY: 30/09/2019 | DATE OF PLAN: 30/09/2019 | DATE LAST SAVED: 16.10.2019 | DATE APPROVED: 01/10/2019

TITLE: TOPOGRAPHIC SURVEY 190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13 | ISSUE: A

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SHEET 3 OF 7 SHEETS | SIZE A1

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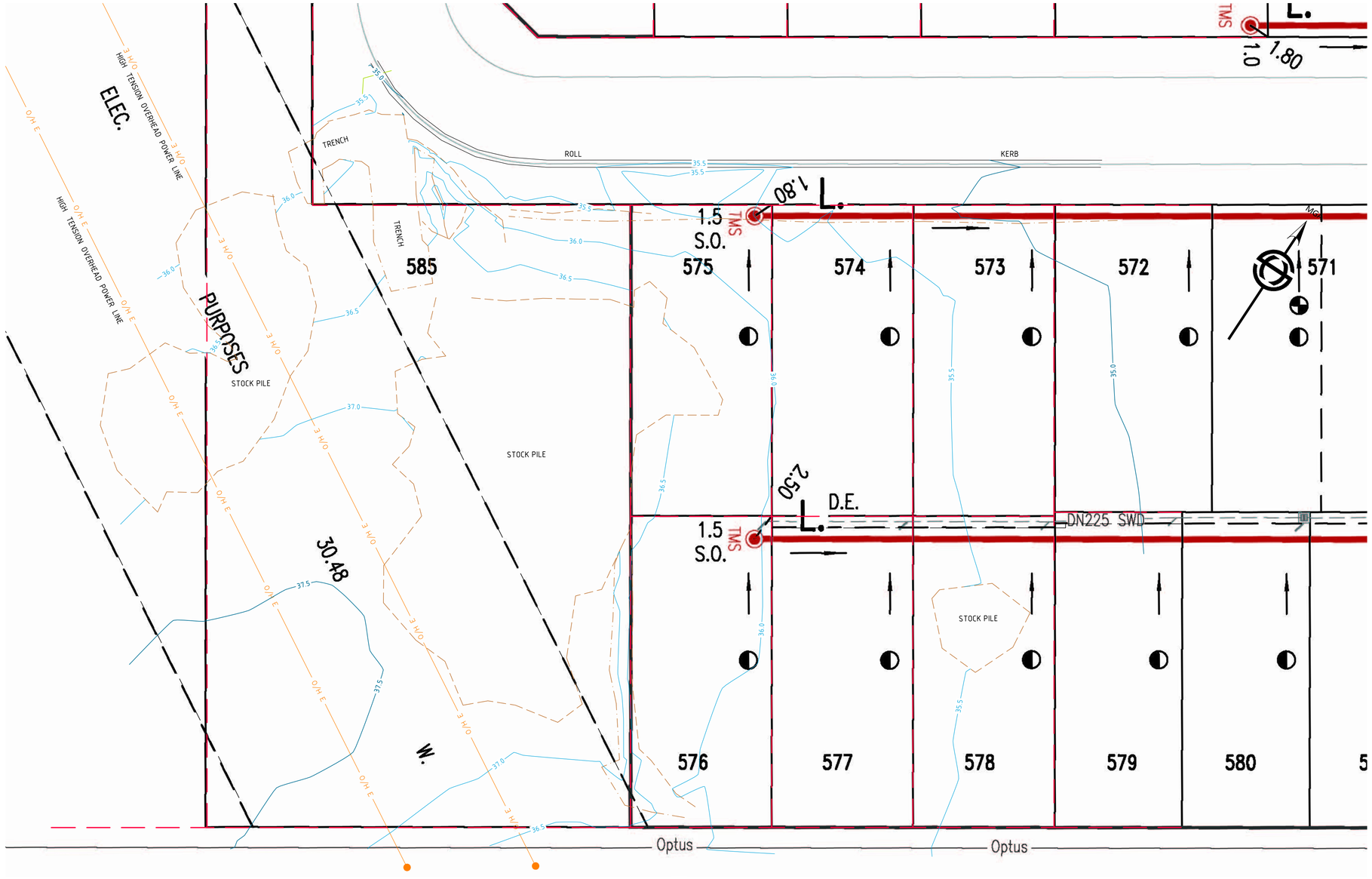
APPROXIMATE SEWER DESIGN OVERLAY



SEWER DESIGN DETAILS

No.	REVISION DESCRIPTION	BY	DATE
03	ADDITIONAL PCS'S ADDED, LINE 5 EXTENDED	C.H.	20/05/19
02	ISSUE TO SYDNEY WATER	C.H.	01/04/19
01	ISSUE FOR TENDER	G.R.	31/05/17

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-

DIAL BEFORE YOU DIG . . . . . Ph. 1100
ELECTRICITY . . . AUSGRID . . . Ph. 131 081
GAS . . . . . Ph.
TELECOMMUNICATIONS . . . OPTUS . . . Ph. 1800 500 253
. . . . . Ph.

GIVING AT LEAST 48 HOURS NOTICE.

UTILITIES

TYPE	DATE	REF.	TYPE	DATE	REF.
PROP STORMWATER: – – – SWD – – –	15/03/19	BG&E			
STORMWATER: ——— SWD	15/03/19	BG&E			
WATER: ——— DN100 Water	15/03/19	HYDRA			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER . . . . .
WATER SERVICE CO-ORDINATOR . . . . .
CONSTRUCTOR . . . . .
COMPLETED . . . . . W.A.C. PREPARED . . . . .

DESIGNER . . . . .

I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.

PIPE SCHEDULE

SIZE (DN)	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES
150	u.P.V.C.	SN8	1089.83	

DESIGN HEAD . . . . m

BOUNDARY TRAPS REQUIRED. REFER NOTE 13

AUSTRALIAN HEIGHT DATUM

SCALES

PLAN . 1:500 . SECTION { HOR. . 1:500 . VERT. . 1:125 .

CROSS SECTIONS . . — . . NATURAL

LENGTHS, DEPTHS & LEVELS ARE IN METRES.

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.

U.B. DIRECTORY . . . 107 P16 Version 7 Digital . . .

SHEET . 1 . OF . 4 . File No. N/A . . . . .

SYDNEY WATER CORPORATION

Case No. 162087WW

BLACKTOWN SEWERAGE
DRAINS TO
CHAIN OF PONDS CARR. SEC. 1 & SP1154
RIVERSTONE S.T.P. 0042

RIVERSTONE SCHEDULED LANDS STAGE A3

R.A.R. REFERENCE: 05/21434/A3 *DESIGNED:* C.H. *DRAFTED:* C.H. *VERIFIED:* K.H. *REVIEWED:* V.V. *VARIATION ID:* *APPROVAL DATE:*

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 VERT. SCALE: N/A @ A1

COORDINATES: MGA DATUM: AHD

ORIGIN: PM12098 ORIGIN: PM25126

4 2 0 4 8 12

SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273535.459

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CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY DATE OF SURVEY 30/09/2019

DRAWN: BN DATE OF PLAN: 30/09/2019

CHECKED: SH DATE LAST SAVED: 16.10.2019

APPROVED: SH DATE APPROVED: 01/10/2019

TITLE

TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No PU PR119674-DET_001b.dwg

JOB No PR119674-13 ISSUE A

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SHEET 4 OF 7 SHEETS SIZE A1

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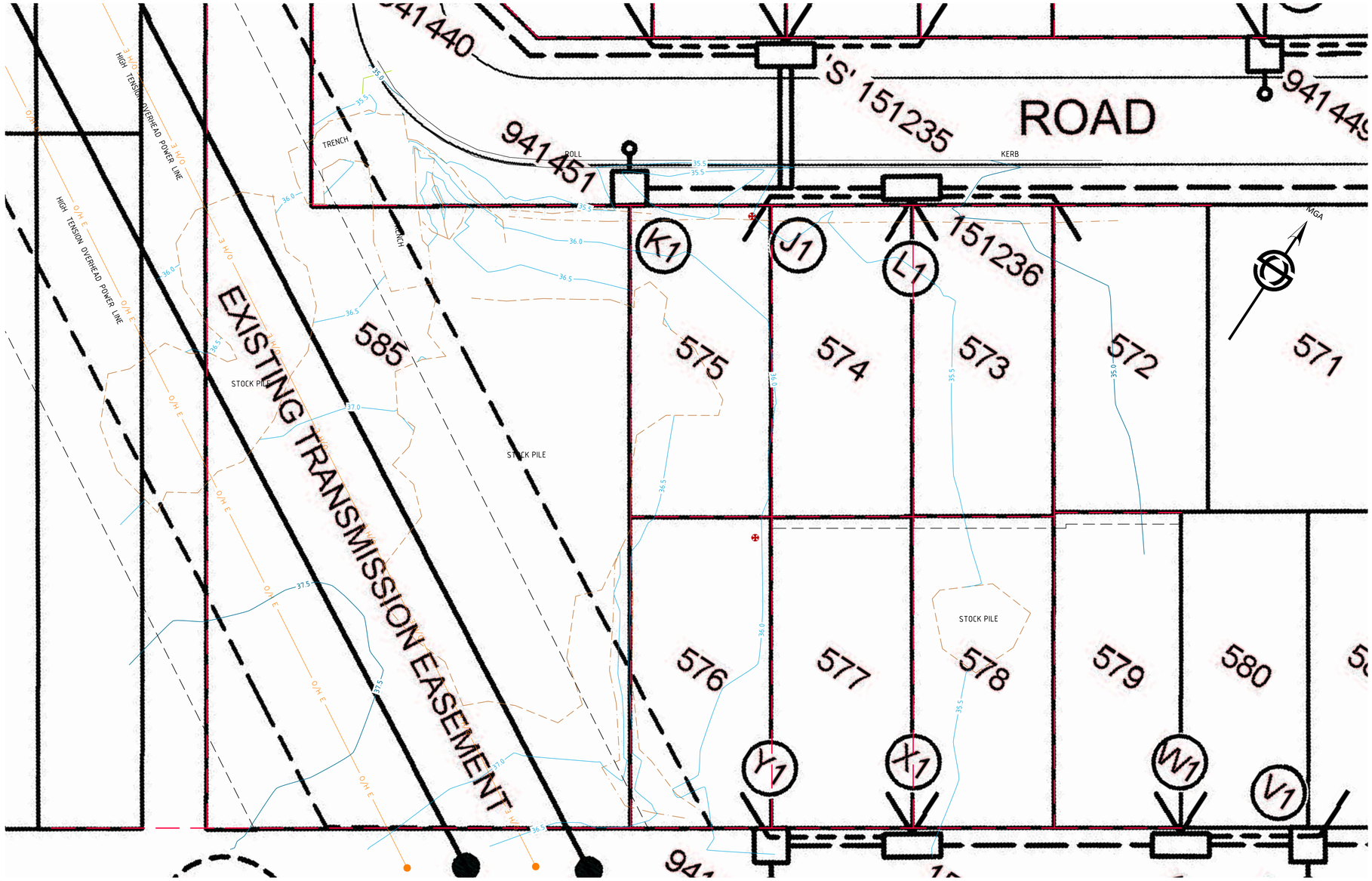
APPROXIMATE ELECTRICAL DESIGN OVERLAY



ELECTRICAL DESIGN DETAILS

ESTATE POWER DESIGN PTY LIMITED
ABN 69 002 331 142
ELECTRICAL RETICULATION CONSULTANTS
P.O. BOX 1872, PENRITH BC, 2751
TEL:(02) 4731-8333 FAX (02) 4731-1594
EMAIL: brian@estatepower.com.au

EPD A3 TEMPLATE VERSION No. 4.2

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REFERENCE DRAWING'S		WORK ORDERS	
506124	DUCT & TRENCH REQUIREMENTS	GENERAL	
		OVERHEAD	
		UNDERGROUND	
		SUBSTATIONS	

CAP / SAMP No.	URS 19295
AM PROJ. No.	2017/00686/001
HV SWITCHING	
UBD/PENGUIN REF	MAP 107 REF N16
GIS MAP No	8267.31
HV OP DIAGRAM	RIVERSTONE 1 - L7
LOCAL GOV AREA	BLACKTOWN

ORIGINAL SCALE 1:1000

DRAWN	L.R.
DATE	22.05.19
CH'D	B.J.

DO NOT SCALE
DIMENSIONS IN METRES

DESIGN B.J.

PRECINCT A - STAGE 3
'RIVERSTONE SCHEDULED LANDS'
RIVERSTONE
URS 19295
ELECTRICAL RETICULATION

Endeavour Energy

A1 | 506125 | A

SHEET No 1 OF 3 SHEETS

REVISIONS					
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1
COORDINATES: MGA | DATUM: AHD
ORIGIN: PM12098 | ORIGIN: PM25126
4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273535.459

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CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY:	MY	DATE OF SURVEY:	30/09/2019
DRAWN:	BN	DATE OF PLAN:	30/09/2019
CHECKED:	SH	DATE LAST SAVED:	16.10.2019
APPROVED:	SH	DATE APPROVED:	01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No PU PR119674-DET_001b.dwg

JOB No PR119674-13 | ISSUE A

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SHEET 5 OF 7 SHEETS | SIZE A1

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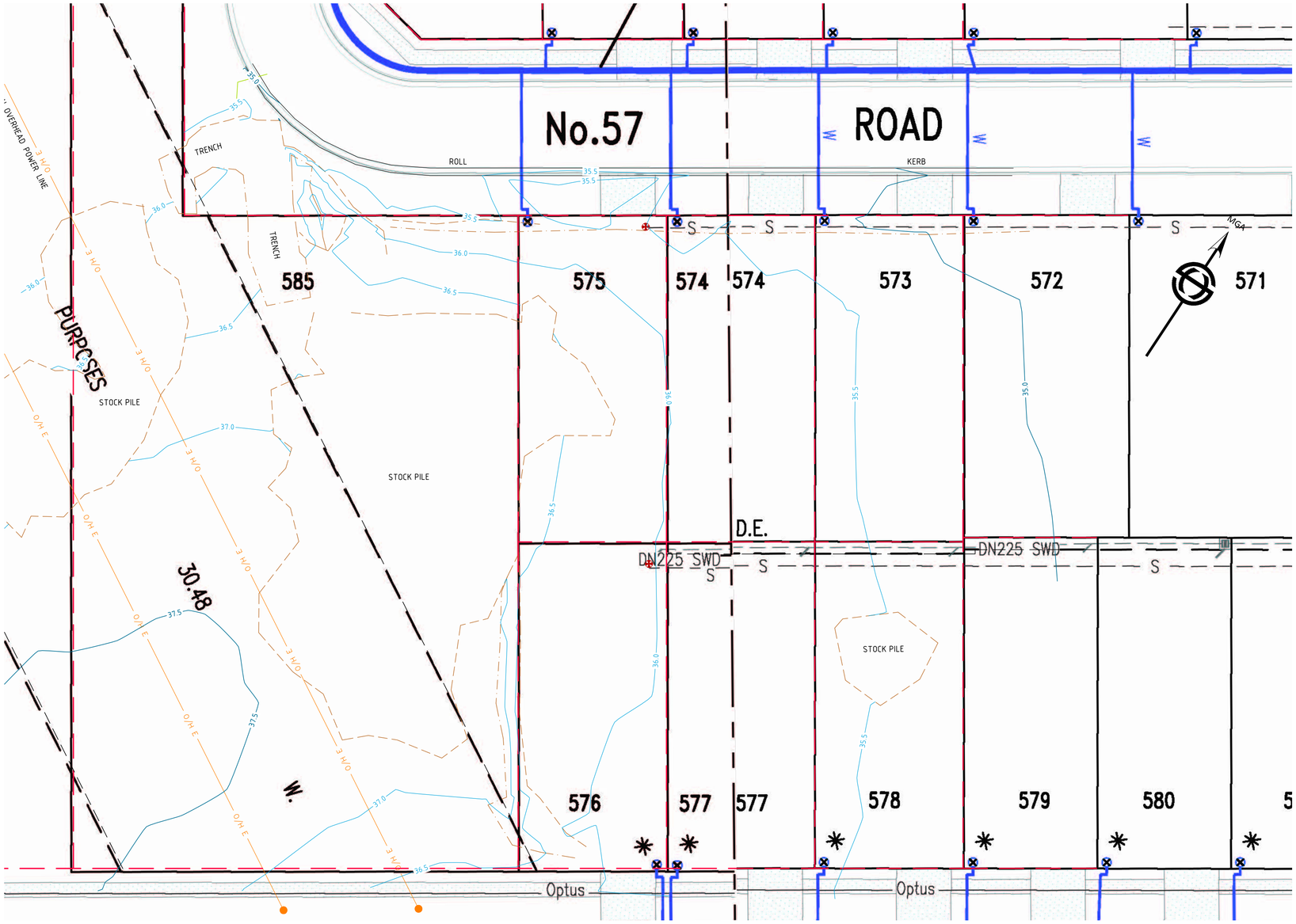
APPROXIMATE WATER DESIGN OVERLAY



WATER DESIGN DETAILS

No.	REVISION DESCRIPTION	BY	DATE
02	ISSUE TO SYDNEY WATER	C.H.	15/05/19
01	ISSUE FOR TENDER	G.R.	31/5/17

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-

DIAL BEFORE YOU DIG Ph.1100
ELECTRICITY . . . ENDEVOUR Ph.131 003
GAS . . . . . JEMENA Ph.131 909
TELECOMMUNICATIONS . . OPTUS . . . Ph.1800 505 777
. . . . . TELSTRA . . Ph.1800 653 935
GIVING AT LEAST 48 HOURS NOTICE.

UTILITIES

TYPE	DATE	REF.	TYPE	DATE	REF.
PROP. STORMWATER: —SWD—	05/12/18	BG&E			
EXIST. STORMWATER: —SWD—	05/12/18	BG&E			
EXIST. SEWER: — S —	05/12/18	RAR			
PROP. SEWER: — S —	05/12/18	RAR			
ELECTRICITY: — E —	28/03/19	D.B.Y.D.			
OPTUS: — Optus —	28/03/19	D.B.Y.D.			
TELSTRA: — T —	28/03/19	D.B.Y.D.			
NBN: — NBN —	28/03/19	D.B.Y.D.			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER . . . . . .
WATER SERVICE CO-ORDINATOR . . . . . .
CONSTRUCTOR . . . . . .
COMPLETED . . . . . W.A.C. PREPARED . . . . . .

DESIGNER . . . . . .

I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.

PIPE SCHEDULE

SIZE (DN)	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES
450	S.C.L.	6PL	28	
450	D.I.C.L.	PN35	5	
150	P.V.C.	PN16	340	
150	P.V.C.	PN16	26	SCOUR DISCHARGE LINE
100	P.V.C.	PN16	540	

DESIGN HEAD 120 m

BOUNDARY TRAPS REQUIRED.

AUSTRALIAN HEIGHT DATUM

SCALES

PLAN 1:500 SECTION (HOR. — VERT. —

CROSS SECTIONS . . . . NATURAL

LENGTHS, DEPTHS & LEVELS ARE IN METRES.

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U.B. DIRECTORY . . 107-P15 (Version 7 Digital) . .

SHEET 1 OF 2 | File No. N/A

SYDNEY WATER CORPORATION

Case No. 162087PW

POTABLE WATER MAIN EXTENSION
PROPOSED ROADS OFF EDMUNDS STREET
RIVERSTONE
BLACKTOWN

RIVERSTONE SCHEDULED LANDS - STAGE A3

R.A.R. REFERENCE: 5/21434/A3 *DESIGNED:* C.H. *DRAFTED:* C.H. *VERIFIED:* K.H. – D.I.S. *REVIEWED:* V.V. *VARIATION ID:* *APPROVAL DATE:*

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1
COORDINATES: MGA | DATUM: AHD
ORIGIN: PM12098 | ORIGIN: PM25126

4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273330.459

CONTOURS ARE AN INDICATION OF LANDFORM AND SHOULD NOT BE TAKEN IN PREFERENCE TO SPOT LEVELS SHOWN.

CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY | DATE OF SURVEY: 30/09/2019
DRAWN: BN | DATE OF PLAN: 30/09/2019
CHECKED: SH | DATE LAST SAVED: 16.10.2019
APPROVED: SH | DATE APPROVED: 01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No PU PR119674-DET_001b.dwg

JOB No PR119674-13 | ISSUE A

SHEET 6 OF 7 SHEETS | SIZE A1

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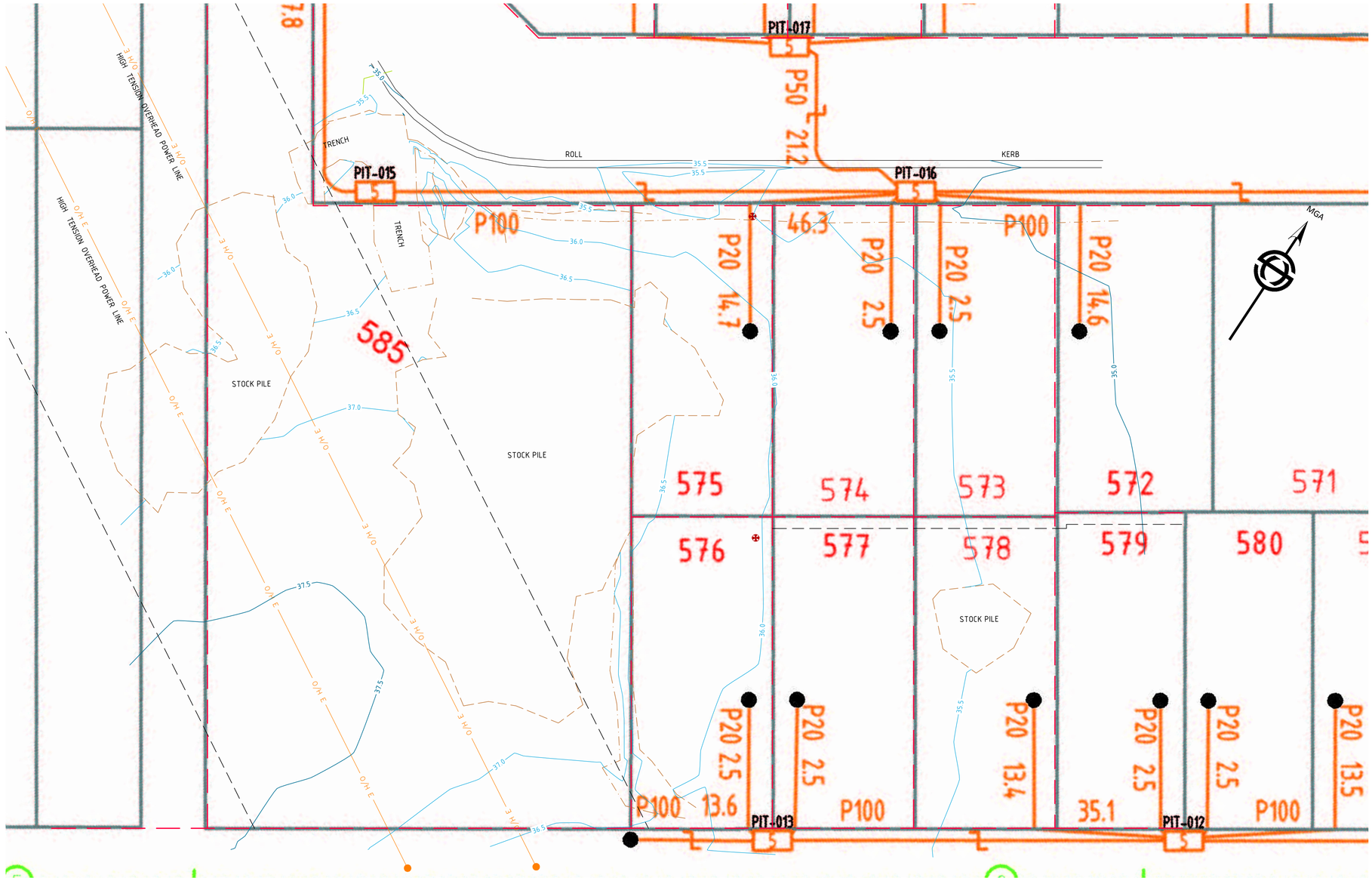
APPROXIMATE NBN DESIGN OVERLAY



NBN DESIGN DETAILS

REV	DATE	DRAFTER	DESCRIPTION	APPROVED
-				
-				
-				
-				
-				
-				
B	27/06/17	CIPRIAN PASCU	FOR CONSTRUCTION	
A	01/06/2017	CIPRIAN PASCU	PRELIMINARY	

STRICTLY CONFIDENTIAL

NBNCO APPROVAL RECORD:

	SIGNATURE	DATE
☐ DD		
☐ WD		
☐ AB		

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Australia's broadband network

DESIGN IT TELCO PTY . LTD

DRAWING TITLE:
84 LOTS SUBDIVISION - PIT & PIPE PROJECT
JUNCTION ROAD, RIVERSTONE
"RIVERSTONE SCHEDULED LANDS"
PRECINCT A - STAGE 3

STATE: NSW	REGION:	
FSA:	SAM:	ADA:
PROJECT No: AYCA-46MJ9A		
CADREF No: PN 32096-3		
SCALE N/A	SHEET No. 1 OF 1	REV. B

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200
VERT. SCALE: N/A @ A1
COORDINATES: MGA
DATUM: AHD
ORIGIN: PM12098
ORIGIN: PM25126

4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY:	MY	DATE OF SURVEY:	30/09/2019
DRAWN:	BN	DATE OF PLAN:	30/09/2019
CHECKED:	SH	DATE LAST SAVED:	16,10,2019
APPROVED:	SH	DATE APPROVED:	01/10/2019

TITLE: TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13

ISSUE: A

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SHEET 7 OF 7 SHEETS

SIZE A1

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Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12477 **Fee: $53.00**

Date issued 25 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 100937

Property information

Property ID 114516 **Land ID** 114521

Legal description LOT 80 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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

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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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

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

SEPP (Building Sustainability Index: BASIX) 2004

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

SEPP (Exempt and Complying Development Codes) 2008

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

SEPP (Sydney Region Growth Centres) 2006

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

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

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

SEPP (Miscellaneous Consent Provisions) 2007

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

SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

SEPP (Western Sydney Employment Area) 2009

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

SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 851290

End of Certificate

Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12519 **Fee: $53.00**

Date issued 28 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 101156

Property information

Property ID 114516 **Land ID** 114520

Legal description LOT 81 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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.

Section 10.7(2)

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

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1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

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

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

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rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

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SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

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This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

SEPP (Western Sydney Employment Area) 2009

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

SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 852062

End of Certificate

Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12520 **Fee: $53.00**

Date issued 28 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 101156

Property information

Property ID 114516 **Land ID** 114519

Legal description LOT 82 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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.

Section 10.7(2)

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

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1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

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

SEPP (Building Sustainability Index: BASIX) 2004

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

SEPP (Exempt and Complying Development Codes) 2008

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

SEPP (Sydney Region Growth Centres) 2006

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

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

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

SEPP (Miscellaneous Consent Provisions) 2007

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

SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

SEPP (Western Sydney Employment Area) 2009

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

SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 852127

End of Certificate

Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12521 **Fee: $53.00**

Date issued 28 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 101156

Property information

Property ID 114516 **Land ID** 114518

Legal description LOT 83 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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*.

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Section 10.7(2)

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

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1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

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.

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

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

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SEPP (Miscellaneous Consent Provisions) 2007

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SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

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

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

SEPP (Western Sydney Employment Area) 2009

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

SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 852236

End of Certificate

Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12522 **Fee: $53.00**

Date issued 28 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 101156

Property information

Property ID 114516 **Land ID** 114517

Legal description LOT 84 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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.

Section 10.7(2)

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

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1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

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

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

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 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.

Zone RE1 Public Recreation

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

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor);

Recreation facilities (outdoor); Roads; Water recycling facilities; Waterbodies (artificial)

4 Prohibited

Any 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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

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

SEPP (Building Sustainability Index: BASIX) 2004

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

SEPP (Exempt and Complying Development Codes) 2008

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

SEPP (Sydney Region Growth Centres) 2006

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

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

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

SEPP (Miscellaneous Consent Provisions) 2007

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

SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

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Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

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

SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 852183

End of Certificate

Applicant Details

Your reference JAMIE

DONA KANNANGARA SOLICITOR
6 NAMBUCCA STREET
TURRAMURRA NSW 2074

Certificate Details

Certificate no. PL2020/12523 **Fee: $53.00**

Date issued 28 September 2020 **Urgency fee: N/A**

Receipt no. ePay Ref 101156

Property information

Property ID 114516 **Land ID** 114516

Legal description LOT 85 SEC 32 DP 1480

Address CROWN STREET RIVERSTONE NSW 2765

County CUMBERLAND **Parish** STMATTHEW

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*.

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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.

Zone RE1 Public Recreation

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

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor);

Recreation facilities (outdoor); Roads; Water recycling facilities; Waterbodies (artificial)

4 Prohibited

Any 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:

Vegetation Category 1

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

12. Property vegetation plans

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

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

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

14. Site compatibility certificates and conditions for seniors housing

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

15. Site compatibility certificates for infrastructure

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

16. Site compatibility certificates and conditions for affordable rental housing

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

17. Paper subdivision information

The subject land is affected by *Riverstone Scheduled Lands Development Plan (Precinct A, Stages 1-3)*. The Plan is available on Urban Growth NSW's website: www.urbangrowth.nsw.gov.au <http://www.urbangrowth.nsw.gov.au>

The Minster for Planning issued the Subdivision Order on Friday, 11 November 2016.

18. Site verification certificates

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

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

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

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

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

19. Affected building notices and building product rectification orders

19.1 Affected building notices

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

19.2 Building product rectification orders

(a) Council is not aware of any building product rectification order in force for the subject land.

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

Attachment 1 – State Environmental Planning Policies

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

SEPP (Affordable Rental Housing) 2009

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

SEPP (Building Sustainability Index: BASIX) 2004

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

SEPP (Exempt and Complying Development Codes) 2008

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

SEPP (Sydney Region Growth Centres) 2006

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

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

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

SEPP (Miscellaneous Consent Provisions) 2007

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

SEPP (State Significant Precincts) 2005

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

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

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

SEPP No 1 - Development Standards

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

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

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

SEPP No 55 - Remediation of Land

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

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

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

SEPP No 65 - Design Quality of Residential Apartment Development

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

Sydney Regional Environmental Plan No 30 - St Marys

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

SEPP (Western Sydney Employment Area) 2009

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

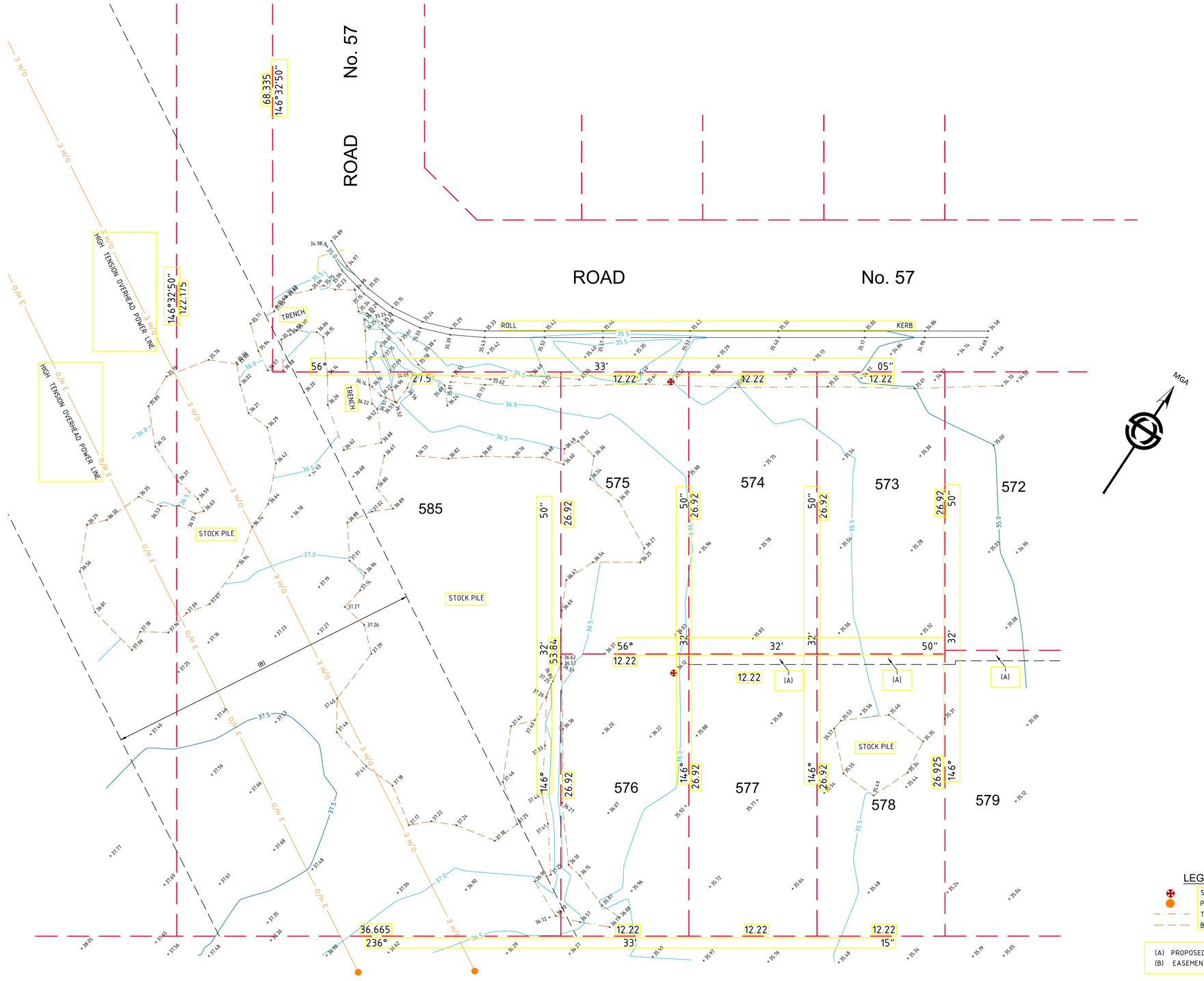
SEPP (Western Sydney Parklands) 2009

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

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

Authorised by Blacktown City Council
Proforma ID: 852067

End of Certificate



LEGEND

- SEWER MANHOLE
- POWER POLE
- TOP OF BANK
- BOTTOM OF BANK

(A) PROPOSED EASEMENT FOR DRAINAGE OF WATER 1 WIDE
(B) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (VIDE G592643)

REVISIONS					
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200
VERT. SCALE: N/A @ A1
COORDINATES: MGA
DATUM: AHD
ORIGIN: PM12098
ORIGIN: PM25126

4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY
DRAWN: BN
CHECKED: SH
APPROVED: SH
DATE OF SURVEY: 30/09/2019
DATE OF PLAN: 30/09/2019
DATE LAST SAVED: 16.10.2019
DATE APPROVED: 01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13
ISSUE: A
SHEET 1 OF 7 SHEETS
SIZE: A1

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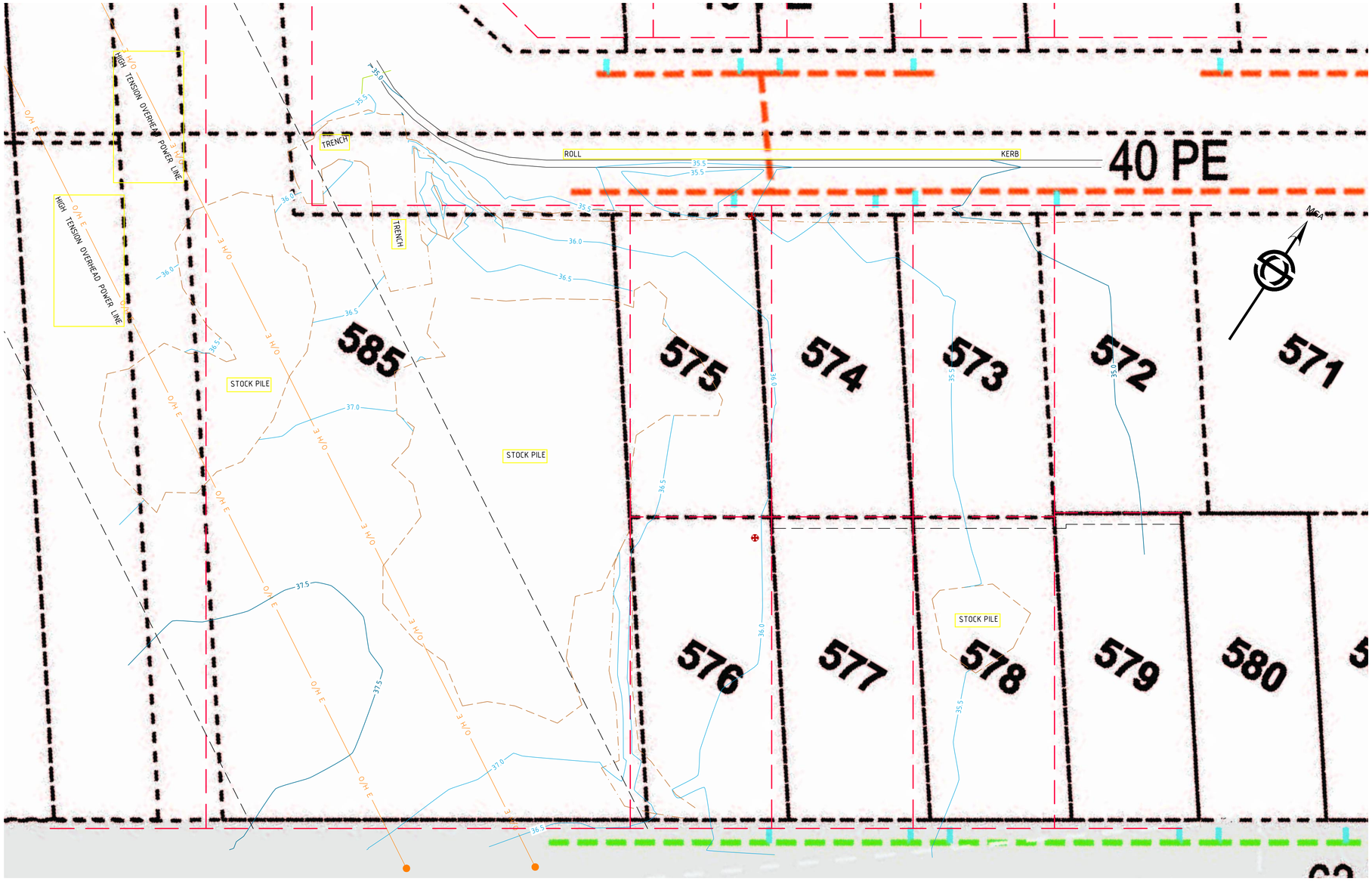
APPROXIMATE GAS DESIGN OVERLAY



GAS DESIGN DETAILS

PROPOSED DETAILS

1: LAY MCT 40mm		PE	1100m
2: LAY MCT 63mm		PE	360m
3: LAY MCT 110mm			
4: LAY MCT 160mm			
5: LAY MPE			
6: STUBS		20PE	96
7: LAY Secondary			
Install VALVE:			
Install REG:			
CUT, CAP & ISOLATE:			
PROP. ABANDON VALVE / REG			

NOTE: VENDOR TO PROVIDE SEPARATE MAINS ACTIVITY SHEET FOR ADDITIONAL MAINS LAY DETAILS

COMMENTS:

PE MATERIAL PIPE DETAILS

INSTALLATION	MAOP	SIZE	SDR
DIRECT LAY	<= 300kPa	20-63mm	SDR11
	<= 300kPa	110-250mm	SDR17
	400kPa	ALL	SDR11
HDD/CASE BORE	2-400kPa	ALL	SDE11

REFER TO CONSTRUCTION FIELD MANUAL FOR MORE DETAILS

Legend	
	Existing Network
	Proposed Network
	Secondary Network
~ 1.0	MBL
	Existing Cap
	Proposed Cap
	Railway
	Primary Network
	Proposed Casing
	Existing Casing

SITE CONTACT

Name:	Contact Number:
Tony Atkins	8884 6900

Vendor:

Field Supervisor Name:

Field Completion Date:

DATE APPROVED: 31/7/19

APPROVED BY:

Pressure: 210kPa

SIZE A2

DRAWN BY: bdamianu	Date Drawn:	30/07/2019

CONSTRUCTION PLOT

Rev: 0

Jemena

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1

COORDINATES: MGA | DATUM: AHD

ORIGIN: PM12098 | ORIGIN: PM25126

4 2 0 4 8 12

SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY | DRAWN: BN | CHECKED: SH | APPROVED: SH

DATE OF SURVEY: 30/09/2019 | DATE OF PLAN: 30/09/2019 | DATE LAST SAVED: 16.10.2019 | DATE APPROVED: 01/10/2019

TITLE

TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13 | ISSUE: A

SHEET 2 OF 7 SHEETS | SIZE: A1

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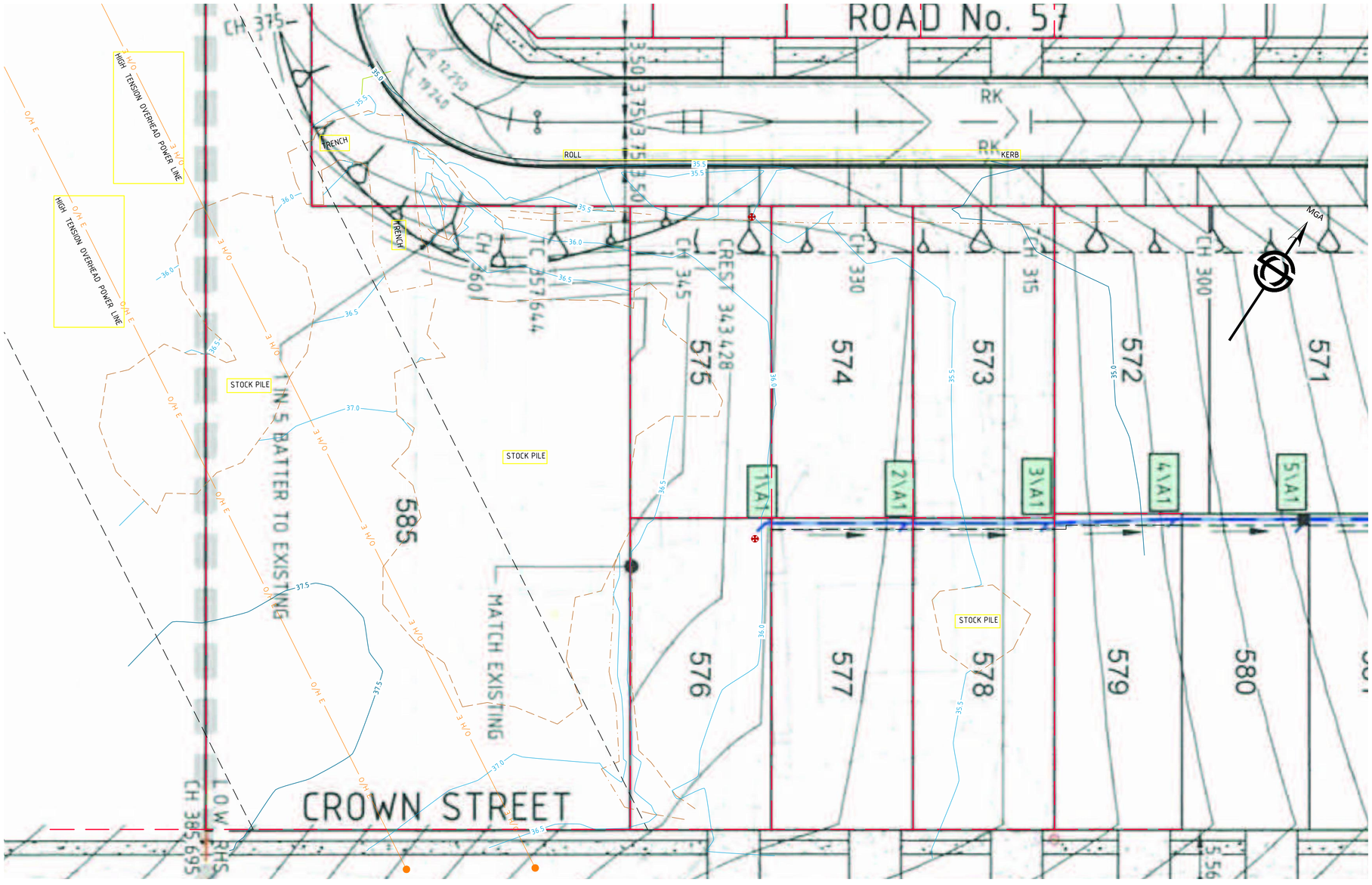
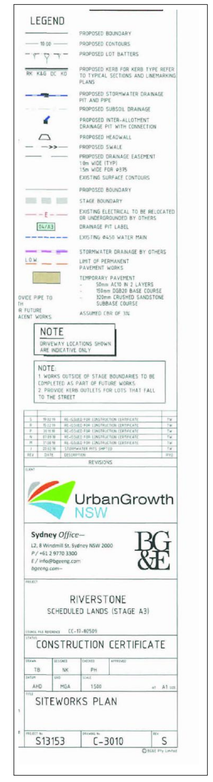
APPROXIMATE CIVIL DESIGN OVERLAY



CIVIL DESIGN DETAILS



REVISIONS					
A	30/09/2019	INITIAL VERSION	BN	MY	XXX
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1
COORDINATES: MGA | DATUM: AHD
ORIGIN: PM12098 | ORIGIN: PM25126
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APPROVED:	SH	DATE APPROVED:	01/10/2019

TITLE: TOPOGRAPHIC SURVEY 190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13 | ISSUE: A

SHEET 3 OF 7 SHEETS | SIZE A1

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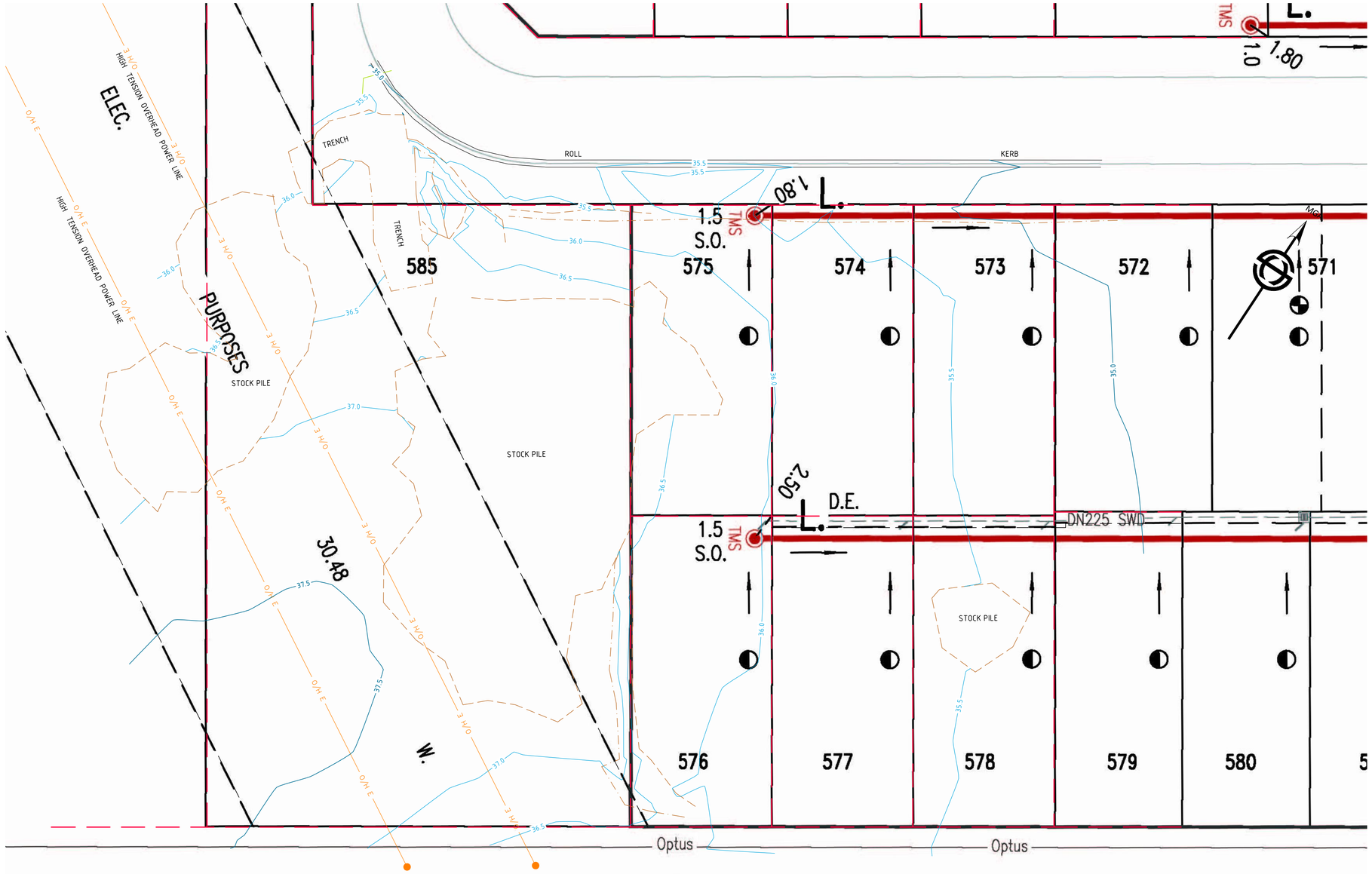
APPROXIMATE SEWER DESIGN OVERLAY



No.	REVISION DESCRIPTION	BY	DATE
03	ADDITIONAL PCS'S ADDED, LINE 5 EXTENDED	C.H.	20/05/19
02	ISSUE TO SYDNEY WATER	C.H.	01/04/19
01	ISSUE FOR TENDER	G.R.	31/05/17

SEWER DESIGN DETAILS

RIVERSTONE SCHEDULED LANDS STAGE A3

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-
DIAL BEFORE YOU DIG . . . . . Ph. 1100
ELECTRICITY . . . AUSGRID . . . . . Ph. 131 081
GAS . . . . . Ph.
TELECOMMUNICATIONS . . OPTUS . . . Ph. 1800 500 253
. . . . . Ph.
GIVING AT LEAST 48 HOURS NOTICE.

UTILITIES

TYPE	DATE	REF.	TYPE	DATE	REF.
PROP. STORMWATER: ——SWD——	15/03/19	BG&E			
STORMWATER: ——SWD——	15/03/19	BG&E			
WATER: ——DN100 Water——	15/03/19	HYDRA			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER . . . . . .
WATER SERVICE CO-ORDINATOR . . . . . .
CONSTRUCTOR . . . . . .
COMPLETED . . . . . W.A.C. PREPARED . . . . . .

DESIGNER . . . . . .

I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.

PIPE SCHEDULE

SIZE (DN)	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES
150	u.P.V.C.	SN8	1089.83	

DESIGN HEAD . . . m

BOUNDARY TRAPS REQUIRED. REFER NOTE 13

AUSTRALIAN HEIGHT DATUM

SCALES

PLAN . 1:500 . SECTION { HOR. . 1:500 . VERT. . 1:125 .

CROSS SECTIONS . . — . . NATURAL

LENGTHS, DEPTHS & LEVELS ARE IN METRES

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.

U.B. DIRECTORY . . . 107 P16 Version 7 Digital . . .

SHEET . 1 . OF . 4 . File No. N/A . . . . .

SYDNEY WATER CORPORATION

Case No. 162087WW

BLACKTOWN SEWERAGE
DRAINS TO
CHAIN OF PONDS CARR. SEC. 1 & SP1154
RIVERSTONE S.T.P. 0042

R.A.R. REFERENCE: 05/21434/A3 *DESIGNED:* C.H. *DRAFTED:* C.H. *VERIFIED:* K.H. *REVIEWED:* V.V. *VARIATION ID:* *APPROVAL DATE:*

REVISIONS

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190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13 — ISSUE: A

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SHEET 4 OF 7 SHEETS — SIZE A1

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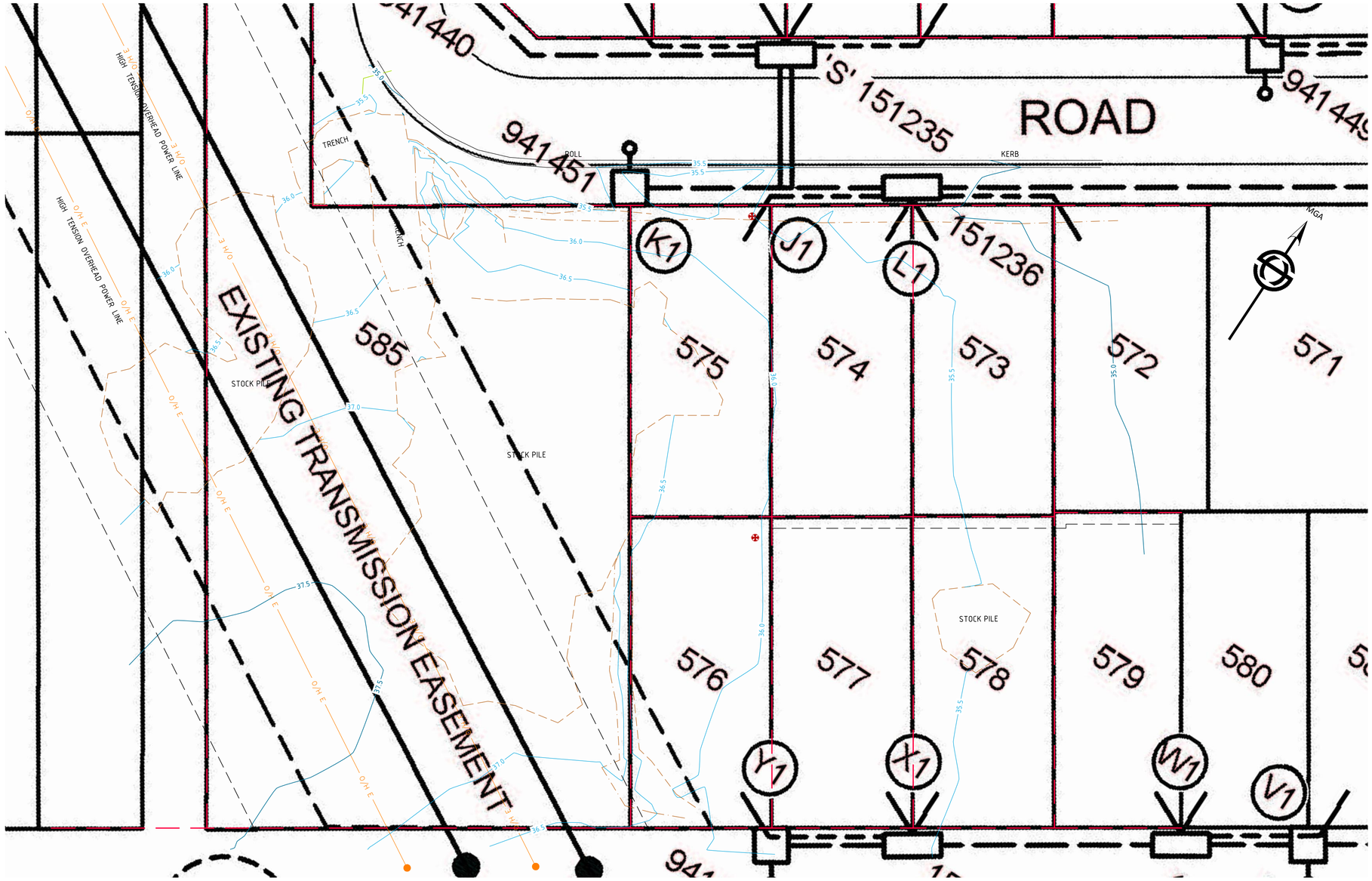
APPROXIMATE ELECTRICAL DESIGN OVERLAY



ELECTRICAL DESIGN DETAILS

ESTATE POWER DESIGN PTY LIMITED
ABN 69 002 331 142
ELECTRICAL RETICULATION CONSULTANTS
P.O. BOX 1872, PENRITH BC, 2751
TEL:(02) 4731-8333 FAX (02) 4731-1594
EMAIL: brian@estatepower.com.au

EPD 4.3

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REFERENCE DRAWING'S		WORK ORDERS			
508124	DUCT & TRENCH REQUIREMENTS	GENERAL		CAP / SAMP No.	URS 19295
		OVERHEAD		AM PROJ. No.	2017/00686/001
		UNDERGROUND		HV SWITCHING	
		SUBSTATIONS		UBD/PENGUIN REF	MAP 107 REF N16
				GIS MAP No	8267.31
				HV OP DIAGRAM	RIVERSTONE 1 - L7
				LOCAL GOV AREA	BLACKTOWN

ORIGINAL SCALE 1:1000

DRAWN	L.R.
DATE	22.05.19
CH'D	B.J.

DO NOT SCALE
DIMENSIONS IN METRES

DESIGN B.J.

PRECINCT A - STAGE 3
'RIVERSTONE SCHEDULED LANDS'
RIVERSTONE
URS 19295
ELECTRICAL RETICULATION

Endeavour Energy

A1 | 506125 | A

SHEET No 1 OF 3 SHEETS

REVISIONS					
No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1
COORDINATES: MGA | DATUM: AHD
ORIGIN: PM12098 | ORIGIN: PM25126
4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM (AHD) USING PM25126 WITH RL OF 27.260m .

ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273535.459

CONTOURS ARE AN INDICATION OF LANDFORM AND SHOULD NOT BE TAKEN IN PREFERENCE TO SPOT LEVELS SHOWN.

CONTOUR INTERVAL 0.5m.

CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY:	MY	DATE OF SURVEY:	30/09/2019
DRAWN:	BN	DATE OF PLAN:	30/09/2019
CHECKED:	SH	DATE LAST SAVED:	16.10.2019
APPROVED:	SH	DATE APPROVED:	01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13 | ISSUE: A

www.dialbeforeyoudig.com.au DIAL 1100 BEFORE YOU DIG

SHEET 5 OF 7 SHEETS | SIZE A1

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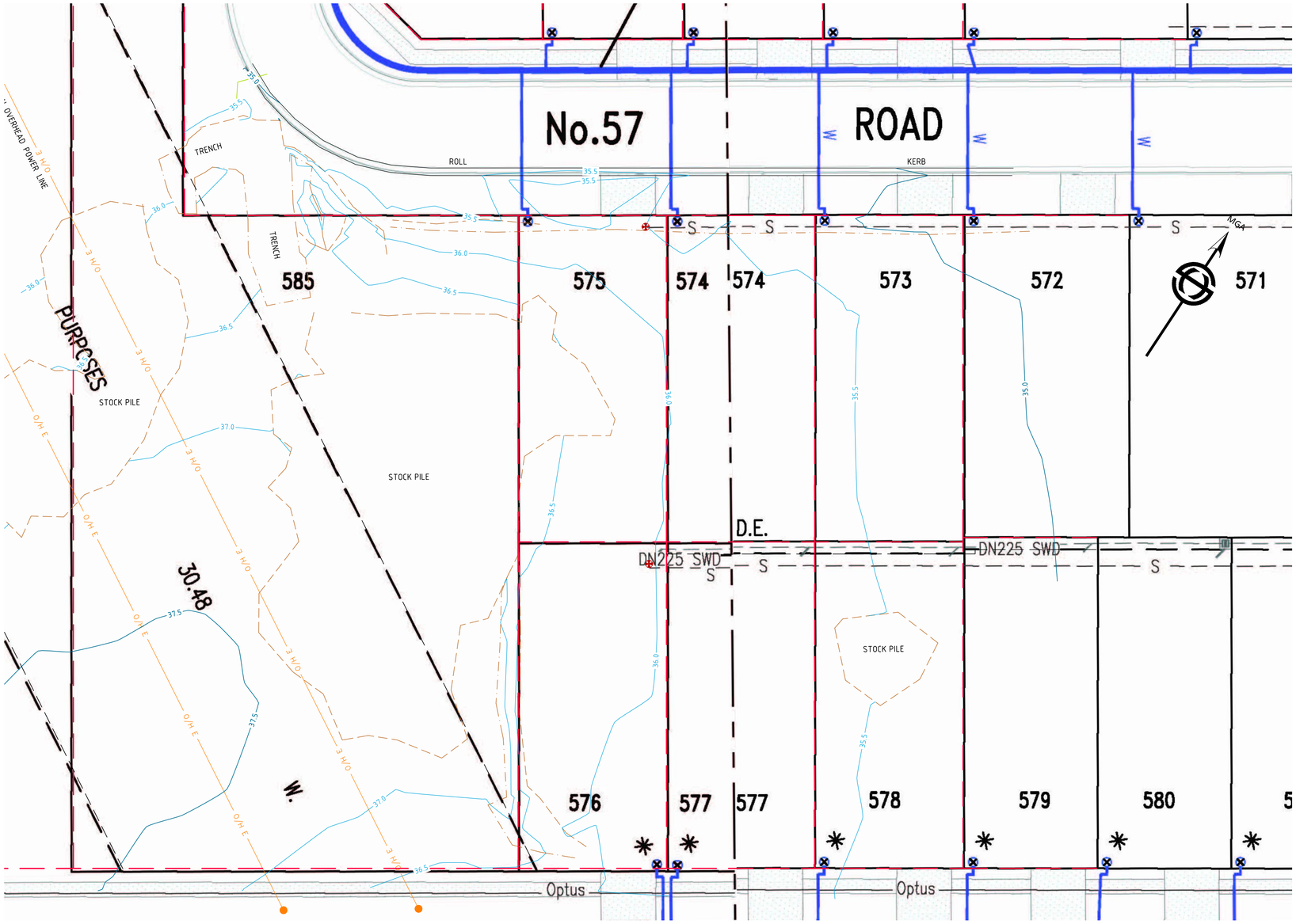
APPROXIMATE WATER DESIGN OVERLAY



WATER DESIGN DETAILS

No.	REVISION DESCRIPTION	BY	DATE
02	ISSUE TO SYDNEY WATER	C.H.	15/05/19
01	ISSUE FOR TENDER	G.R.	31/5/17

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-

DIAL BEFORE YOU DIG . . . . . Ph. 1100
ELECTRICITY . . . ENDEVOUR Ph.131 003
GAS . . . . . JEMENA Ph.131 909
TELECOMMUNICATIONS . . OPTUS . . . Ph.1800 505 777
. . . . . TELSTRA . . Ph.1800 653 935

GIVING AT LEAST 48 HOURS NOTICE

UTILITIES

TYPE	DATE	REF.	TYPE	DATE	REF.
PROP. STORMWATER: —SWD—	05/12/18	BG&E			
EXIST. STORMWATER: —SWD—	05/12/18	BG&E			
EXIST. SEWER: — S —	05/12/18	RAR			
PROP. SEWER: — S —	05/12/18	RAR			
ELECTRICITY: — E —	28/03/19	D.B.Y.D.			
OPTUS: Optus	28/03/19	D.B.Y.D.			
TELSTRA: — T —	28/03/19	D.B.Y.D.			
NBN: — NBN —	28/03/19	D.B.Y.D.			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER . . . . . .
WATER SERVICE CO-ORDINATOR . . . . . .
CONSTRUCTOR . . . . . .
COMPLETED . . . . . W.A.C. PREPARED

DESIGNER . . . . . .

I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.

PIPE SCHEDULE

SIZE (DN)	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES
450	S.C.L.	6PL	28	
450	D.I.C.L.	PN35	5	
150	P.V.C.	PN16	340	
150	P.V.C.	PN16	28	SCOUR DISCHARGE LINE
100	P.V.C.	PN16	540	

DESIGN HEAD 120 m

BOUNDARY TRAPS REQUIRED.

AUSTRALIAN HEIGHT DATUM

SCALES

PLAN 1:500 SECTION { HOR. . . . . VERT. . . . .

CROSS SECTIONS . . . . . NATURAL

LEVELS, DEPTHS & LEVELS ARE IN METRES.

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.

U.B. DIRECTORY 107-P15 (Version 7 Digital)

SHEET 1 OF 2 File No. N/A

SYDNEY WATER CORPORATION

Case No. 162087PW

POTABLE WATER MAIN EXTENSION
PROPOSED ROADS OFF EDMUNDS STREET
RIVERSTONE BLACKTOWN

RIVERSTONE SCHEDULED LANDS - STAGE A3

R.A.R. REFERENCE: 5/21434/A3 *DESIGNED:* C.H. *DRAFTED:* C.H. *VERIFIED:* K.H. – D.I.S. *REVIEWED:* V.V. *VARIATION ID:* *APPROVAL DATE:*

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 VERT. SCALE: N/A @ A1
COORDINATES: MGA DATUM: AHD
ORIGIN: PM12098 ORIGIN: PM25126
4 2 0 4 8 12
SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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ORIGIN OF CO-ORDINATES PM12098 WITH MGA CO-ORDINATE VALUES OF E:303058.368 N:6273330.459

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CLIENT: BRYCE JAMIE AND ROCHELLE JAMIE

SURVEY: MY DATE OF SURVEY: 30/09/2019
DRAWN: BN DATE OF PLAN: 30/09/2019
CHECKED: SH DATE LAST SAVED: 16.10.2019
APPROVED: SH DATE APPROVED: 01/10/2019

TITLE
TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No PU PR119674-DET_001b.dwg

JOB No PR119674-13 ISSUE A

SHEET 6 OF 7 SHEETS SIZE A1

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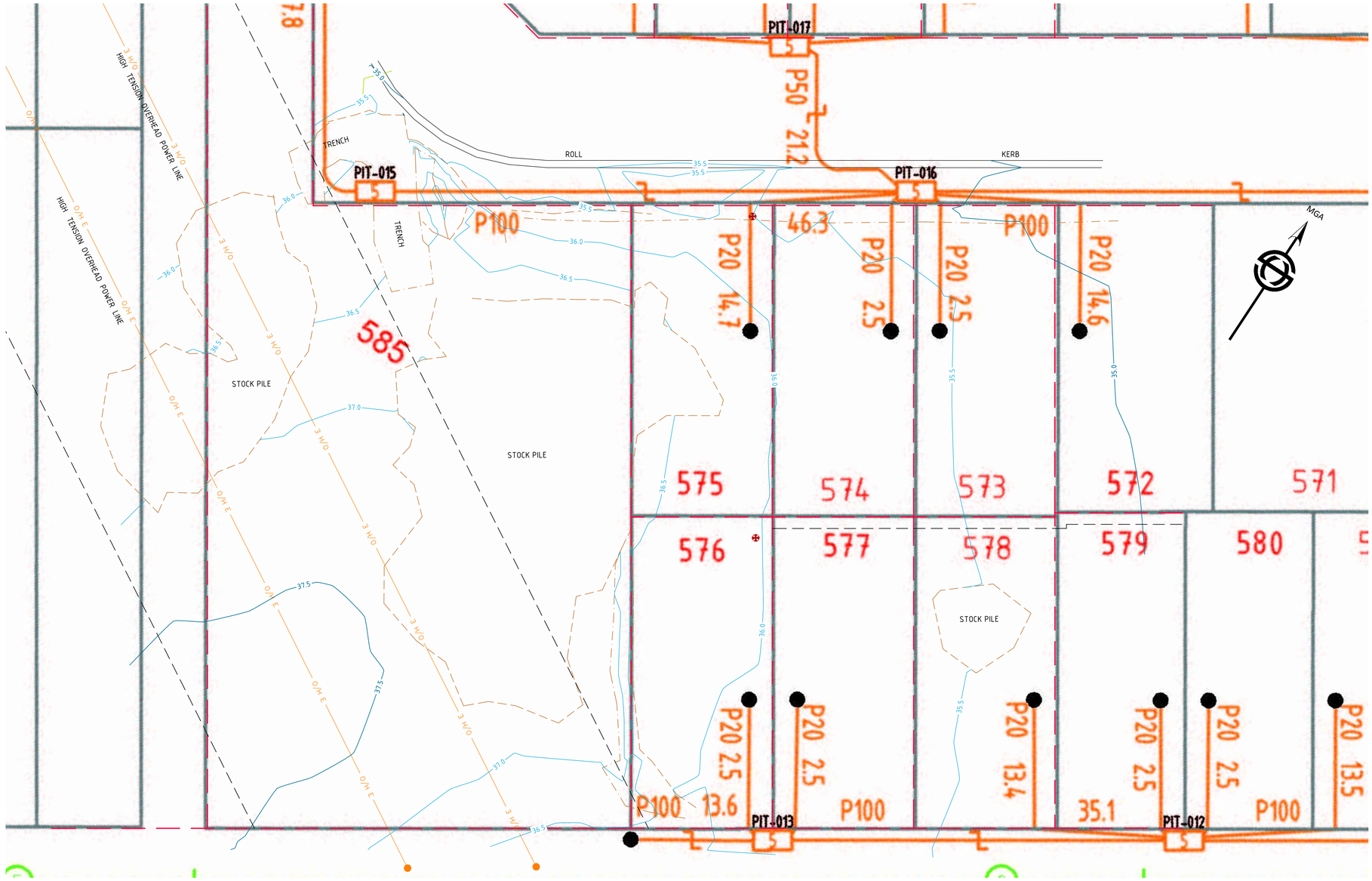
APPROXIMATE NBN DESIGN OVERLAY



NBN DESIGN DETAILS

REV	DATE	DRAFTER	DESCRIPTION	APPROVED
-				
-				
-				
-				
-				
-				
B	27/06/17	CIPRIAN PASCU	FOR CONSTRUCTION	
A	01/06/2017	CIPRIAN PASCU	PRELIMINARY	

STRICTLY CONFIDENTIAL

NBNCO APPROVAL RECORD:

	SIGNATURE	DATE
☐ DD		
☐ WD		
☐ AB		

QUALITY RECORD :

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Australia's broadband network

DESIGN IT TELCO PTY. LTD

DRAWING TITLE:
84 LOTS SUBDIVISION - PIT & PIPE PROJECT
JUNCTION ROAD, RIVERSTONE
"RIVERSTONE SCHEDULED LANDS"
PRECINCT A - STAGE 3

STATE: NSW	REGION:	
PSA:	SAM:	ADA:
PROJECT No: AYCA-46MJ9A		
CADREF No: PN 32096-3		
SCALE: N/A	SHEET No.: 1 OF 1	REV.: B

REVISIONS

No.	DATE	REVISION DETAILS	DRAWN	CHK	APP
A	30/09/2019	INITIAL VERSION	BN	MY	XXX

HORIZ. SCALE: 1:200 | VERT. SCALE: N/A @ A1

COORDINATES: MGA | DATUM: AHD

ORIGIN: PM12098 | ORIGIN: PM25126

4 2 0 4 8 12

SCALE IN METRES AT ORIGINAL REDUCTION RATIO

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TITLE: TOPOGRAPHIC SURVEY
190 CROWN STREET, RIVERSTONE

DRAWING No: PU PR119674-DET_001b.dwg

JOB No: PR119674-13

ISSUE: A

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SHEET 7 OF 7 SHEETS | SIZE A1

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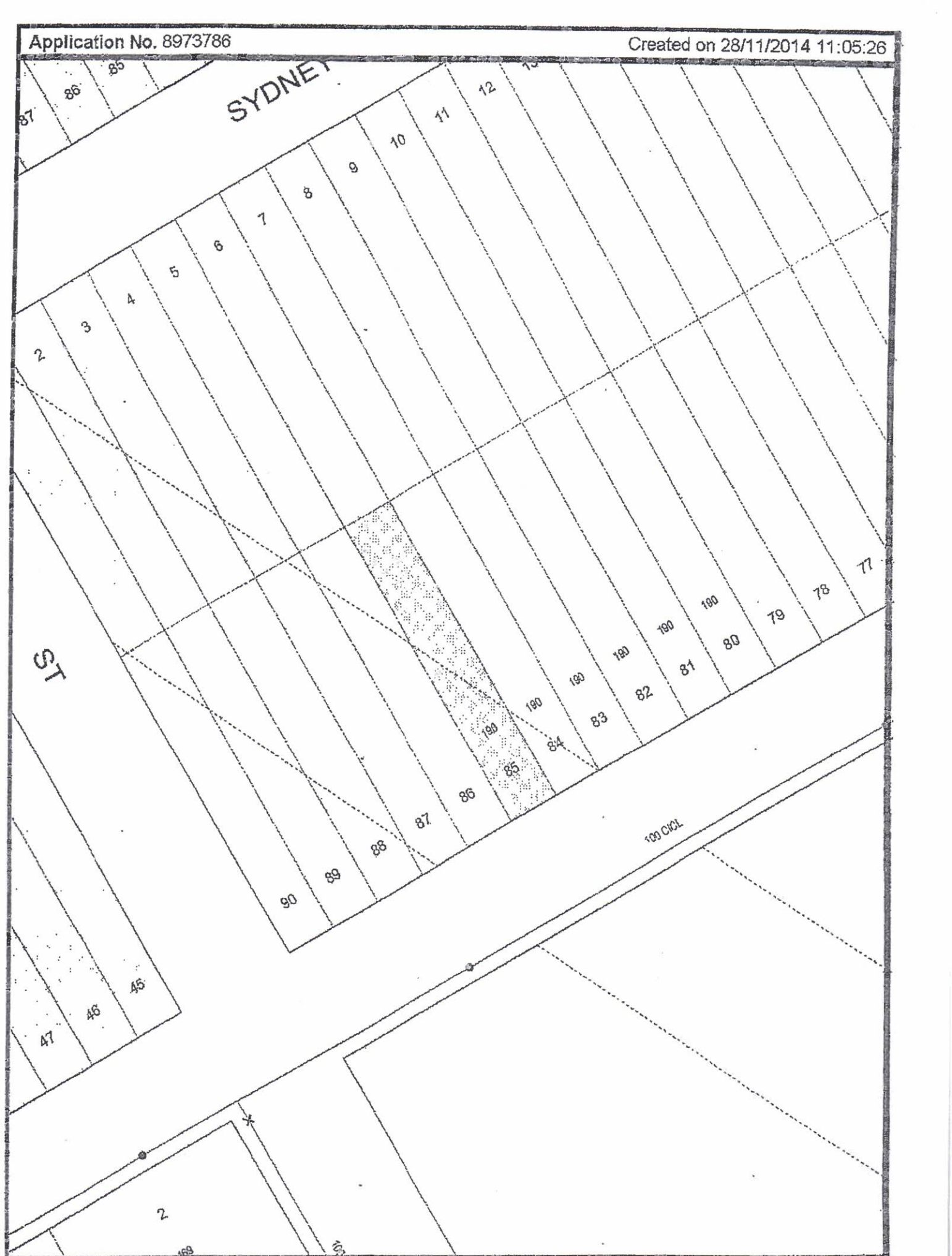
Application No. 8973786 Created on 28/11/2014 11:05:26



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