

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>UPG 3 Pty Limited ACN 163 638 364</b> <b>137 Gilba Road, Girraween, NSW 2145</b>	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> <b>Level 1, 27 Hunter Street, Parramatta NSW 2150</b> <b>PO Box 227, Parramatta NSW 2124</b>	<b>Phone: 9633 1033</b> <b>Email: karen@hardmanassociates.com.au</b> <b>Fax: 9633 4936</b> <b>Ref: MH:KEH:200155</b>
date for completion	<b>See special condition 38</b>	(clause 15)
land (address, plan details and title reference)	<b>Proposed Lot /1086 Richmond Road, Marsden Park, New South Wales 2765</b> <b>Proposed Lot in an unregistered strata plan of subdivision being a subdivision of proposed lot 6 in a proposed plan of subdivision being a subdivision of lot 4 in DP 1245610 and proposed lot 88 in a proposed plan of subdivision allocated 1258573 being a subdivision of lot 1 in DP1252908 and lot 50 in DP1196583</b>	
	<b>Part Folio Identifiers 4/1245610; 1/1252908; 50/1196583</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse/Villa	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<b>See annexure hereto</b>
exclusions	
purchaser	
purchaser's solicitor	
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

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

PEXA

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

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

Supplier's name: Universal Property Group Pty Ltd

Supplier's ABN: 98 078 297 748

Supplier's GST branch address (if applicable):

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

Supplier's email address: [Bobby@bathla.com.au](mailto:Bobby@bathla.com.au)

Supplier's phone number: (02) 9636 2465

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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



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

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

## 14 Adjustments

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

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.



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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

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

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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



**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

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

1086 Richmond Road MARSDEN PARK NSW 2765



## ADDITIONAL CONDITIONS

### 30 DEFINITIONS AND INTERPRETATION

30.1 In this contract:

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

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

“Act” means the Strata Scheme Management Act 2015;

“Building” means the residential strata unit building to be constructed on the Land known as 1086 Richmond Road Marsden Park NSW 2765

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

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

“Council” means Blacktown City Council;

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

“Deposit Holder” means Vendor’s Solicitor;

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

“Land” means the land contained and described in part Folio Identifier 4/1245610, 1/1252908, 50/1196583;

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

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

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

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

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

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

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

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

“Sunset Date” means three (3) years from the date of this Contract;

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

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

“Works” means the construction of the Building.

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

The Printed Conditions shall be amended in the following manner:

31.1 Deleted.

31.2 Clause 5..2.1 is replaced with:

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

31.3 Clause 5.2.2 is replaced with:

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

31.4 Clause 7.1.3. is replaced with:

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

31.5 Clause 10.1, line 1 is replaced with:

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

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

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

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

## **32 REPRESENTATIONS AND WARRANTIES NEGATIVED**

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

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

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

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

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

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

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

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

### **34 SCHEDULE OF INCLUSIONS**

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

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

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

### **35 BUILDING DEFECTS**

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

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

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

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

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

36.4.1 inclement weather or conditions resulting from inclement weather;

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

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

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

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

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

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

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

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

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

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

**37**     **TRANSFER**

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

**38**     **COMPLETION DATE**

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

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

("the Completion Date")

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

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

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

- 38.4.1     the purchaser must pay the Vendor interest on:

38.4.1.1 the balance of the price; and

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **42 SELLING AGENT**

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

## **43 EXISTING SERVICES**

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

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

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

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

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

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

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

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

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

- 46.6 (a) The Vendor discloses that any assessment of land tax is payable by an instalment arrangement with Revenue NSW and the vendor undertakes to make all instalment payments as they fall due.
- (b) The purchaser agrees to accept at completion an undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.
- (c) The Purchaser agrees to complete this Contract notwithstanding that the Vendor is unable to provide a clear land tax certificate on or prior to completion.
- (d) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 3 of the Conveyancing (Sale of Land) Regulation 2017 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31<sup>st</sup> December in the year immediately before the year of completion.

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

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

#### **48 NON MERGER**

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

#### **49 SYDNEY WATER**

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

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

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

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

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

#### **51 GST**

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

**52 DEPOSIT**

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

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

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

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

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

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

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

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

**53. DELETED**

**54. OCCUPATION CERTIFICATE**

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

**55. HOME BUILDING ACT**

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

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



Where clause 55.2 is applicable:

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

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

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

Where clause 55.2 is not applicable:

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

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

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

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

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

## **57. INCLUSIONS**

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

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

**58. DELETED**

**59. VENDOR DISCLOSURES**

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

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

**60. ACCESS TO THE BUILDING SITE**

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

**61. RESCISSION BY THE VENDOR**

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

**62. TERMINATION BY THE VENDOR**

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

**63. GUARANTEE FOR CORPORATE BUYER**

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

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

\_\_\_\_\_  
Signature

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

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

# Disclosure Statement – Off the Plan Contracts

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

<b>VENDOR</b>	UPG 3 Pty Limited
<b>PROPERTY</b>	1086 Richmond Road, Marsden Park, New South Wales 2765

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

DETAILS					
Completion	The later of: 21 days after registration of the subdivision, or 14 days after the service of an Occupation Certificate		Refer to clause(s):	38	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	36.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Interest and Legal fees: 38.3 & 38.4		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	SPP-17-00018		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Timothy West T.W.B.A 48/9 Hoyle Avenue, Castle Hill NSW (02) 96590593		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

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

**Owners corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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



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

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

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

## Comfort inclusion- Townhouses, Villas & Houses

Ducted Air Conditioner

Kitchen Appliances:

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

Floor Tiles in Kitchen and Living Areas

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

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

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

Smoke Alarms

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

Gas Hot Water Tank

Security Alarm

Video Intercom system

Carpet in the Bedrooms, hallway and steps

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

TV Antenna, Outlet in Living Area & Master Bedroom

Telephone Outlet in Living Area & Master Bedroom

Floor Tiles to Bathrooms & Laundry

Wall Tiles to Bathrooms –

Full height white tiles with grey feature wall

Vanity to Bathroom

Semi framed Shower screens (sliding door or openable door)

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

Laundry Tub

Light Fittings with bulbs

Fly Screens to Windows

Locks on Aluminum Sliding Windows and Doors

Phone Line

Gas Outlet

Cloth liner

Landscaping in Courtyard

Rain Water Tank

Fencing



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/1245610

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2020	2:04 PM	2	8/2/2019

### LAND

LOT 4 IN DEPOSITED PLAN 1245610  
AT MARSDEN PARK  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1245610

### FIRST SCHEDULE

UPG 3 PTY LTD

### SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K149223 EASEMENT FOR TRANSMISSION LINE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
O767468 EASEMENT NOW VESTED IN THE NEW SOUTH WALES  
ELECTRICITY TRANSMISSION AUTHORITY
- 3 AN355150 EASEMENT FOR UNDERGROUND CABLES 6 WIDE AFFECTING THE  
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AN390292 MORTGAGE TO ALCEON GROUP NO. 70 PTY LIMITED  
AP36143 VARIATION OF MORTGAGE AN390292

### NOTATIONS

UNREGISTERED DEALINGS: PP DP1252777.

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

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Received: 20/05/2020 14:04:45



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 50/1196583

SEARCH DATE	TIME	EDITION NO	DATE
29/5/2020	1:01 PM	2	13/11/2019

### LAND

LOT 50 IN DEPOSITED PLAN 1196583  
AT MARSDEN PARK  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1196583

### FIRST SCHEDULE

UPG 4 PTY LTD (T AP674033)

### SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K149223 EASEMENT FOR TRANSMISSION LINE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
O767468 EASEMENT VESTED IN THE NEW SOUTH WALES  
ELECTRICITY TRANSMISSION AUTHORITY
- 3 L58858 COVENANT
- 4 AP674034 MORTGAGE TO ALCEON GROUP NO. 70 PTY LTD

### NOTATIONS

DP1228261 PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: PP DP1252777 PP DP1258573.

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

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Received: 29/05/2020 13:02:07

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----FOLIO: 1/1252908  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/5/2020	1:02 PM	1	20/11/2019

LAND  
-----

LOT 1 IN DEPOSITED PLAN 1252908  
AT MARSDEN PARK  
LOCAL GOVERNMENT AREA BLACKTOWN  
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1252908

FIRST SCHEDULE  
-----

UPG 4 PTY LTD

SECOND SCHEDULE (8 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K149223 EASEMENT FOR TRANSMISSION LINE 143.255 METRE(S)  
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM  
O767468 EASEMENT NOW VESTED IN THE NEW SOUTH WALES  
ELECTRICITY TRANSMISSION AUTHORITY
- 3 AI596868 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 AM23739 MORTGAGE TO ALCEON GROUP NO.70 PTY LIMITED (SEE  
AN455895)  
AN455896 VARIATION OF MORTGAGE AM23739
- 5 AN355149 EASEMENT FOR UNDERGROUND CABLES 6 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 6 DP1233033 RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1252908 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 8 DP1252908 RIGHT OF CARRIAGEWAY 5 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS  
-----

UNREGISTERED DEALINGS: PP DP1235658 PP DP1258573.

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



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LOCATION PLAN

SHEET 1 OF 2



**NOTES:**

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP REV 4 DATED MARCH 2018

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS

DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY

THE STRATA AREA SHOWN IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND REGISTRY SERVICES

WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

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

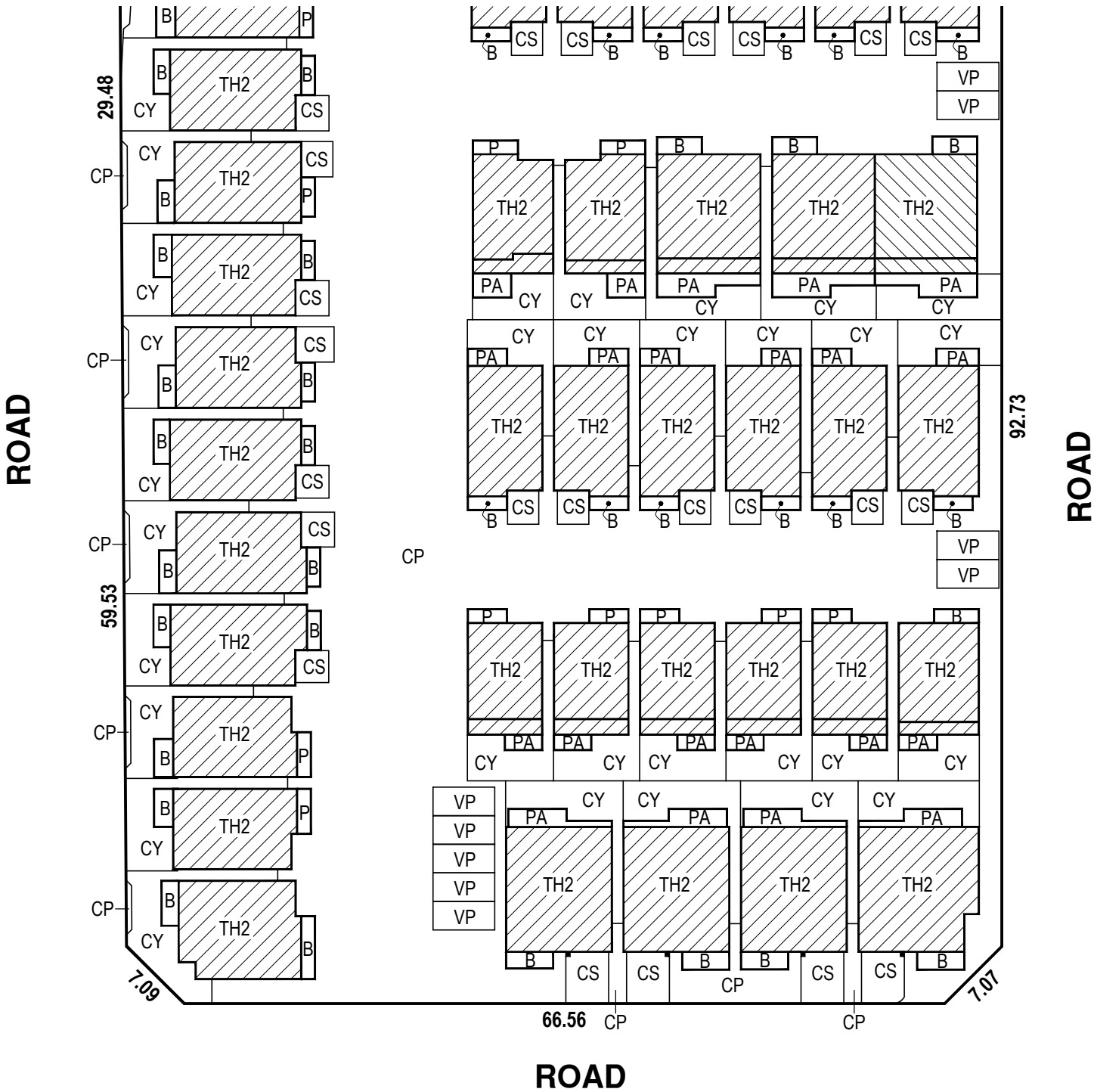
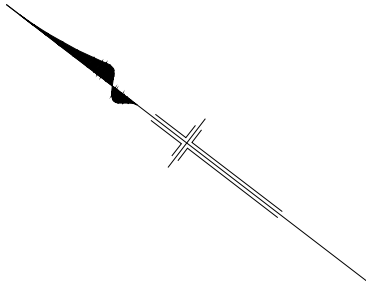
TH2 - 2 STOREY BRICK TOWNHOUSE

CP	COMMON PROPERTY
B	BALCONY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PARIO
VP	VISITOR PARKING (CP)

LOCATION PLAN

SHEET 2 OF 2

SEE SHEET 1 FOR CONTINUATION



**NOTES:**

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY THE BATHLA GROUP REV 4 DATED MARCH 2018

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS

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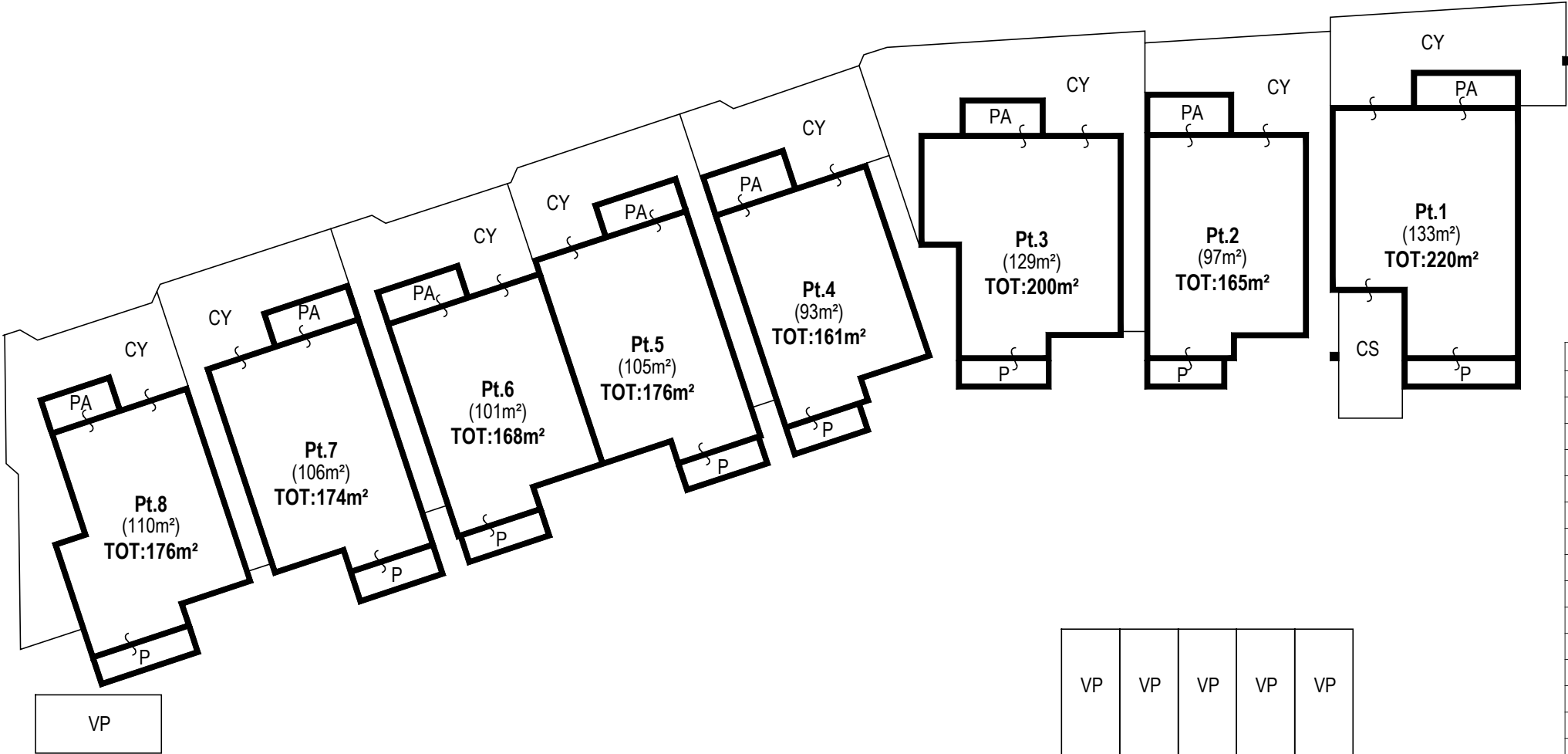
CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

TH2 - 2 STOREY BRICK TOWNHOUSE

CP	COMMON PROPERTY
B	BALCONY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PARIO
VP	VISITOR PARKING (CP)

DRAFT PLAN - SUBJECT TO FINAL SURVEY

GROUND FLOOR  
SHEET 1 OF 4



Combined Areas (m²)					
Lot	Unit	CS	CY	P	PA
1	71	15	34	6	7
2	57	-	30	4	6
3	65	-	54	5	5
4	57	-	26	4	6
5	62	-	34	4	5
6	58	-	34	4	5
7	61	-	34	5	6
8	57	-	43	5	5
9	58	17	18	5	11
10	58	14	20	5	11
11	63	-	25	5	7
60	63	-	33	5	7
61	63	-	33	5	7
62	63	-	27	5	7
63	64	16	20	4	5
64	64	16	33	4	5

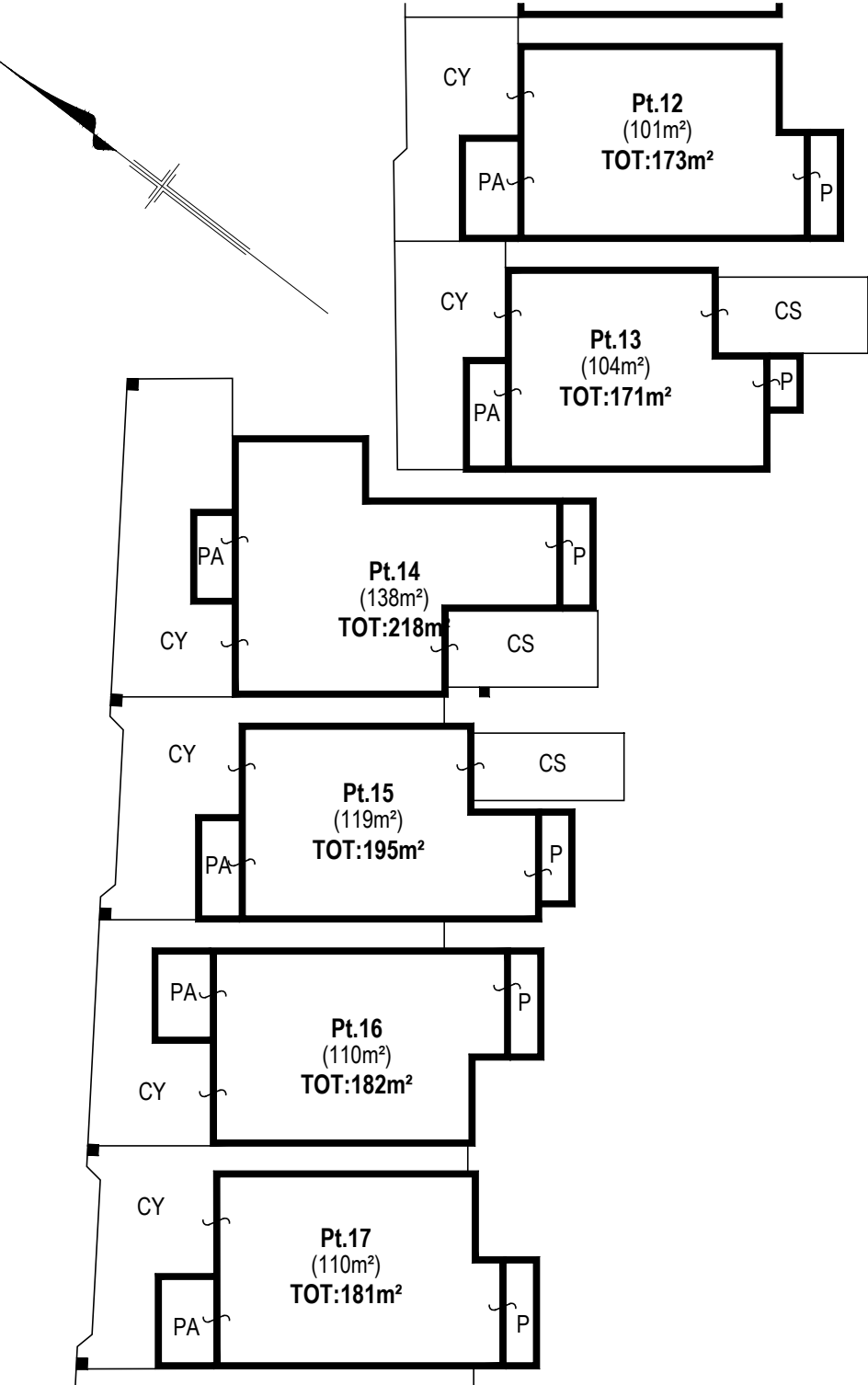
**NOTES:-**  
THE STRATUM OF EACH PATIO, PORCH AND CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT  
THE STRUCTURE OF ALL RETAINING WALLS AND FENCING WITHIN ALL LOTS IS COMMON PROPERTY  
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SEE SHEET 4 FOR CONTINUATION

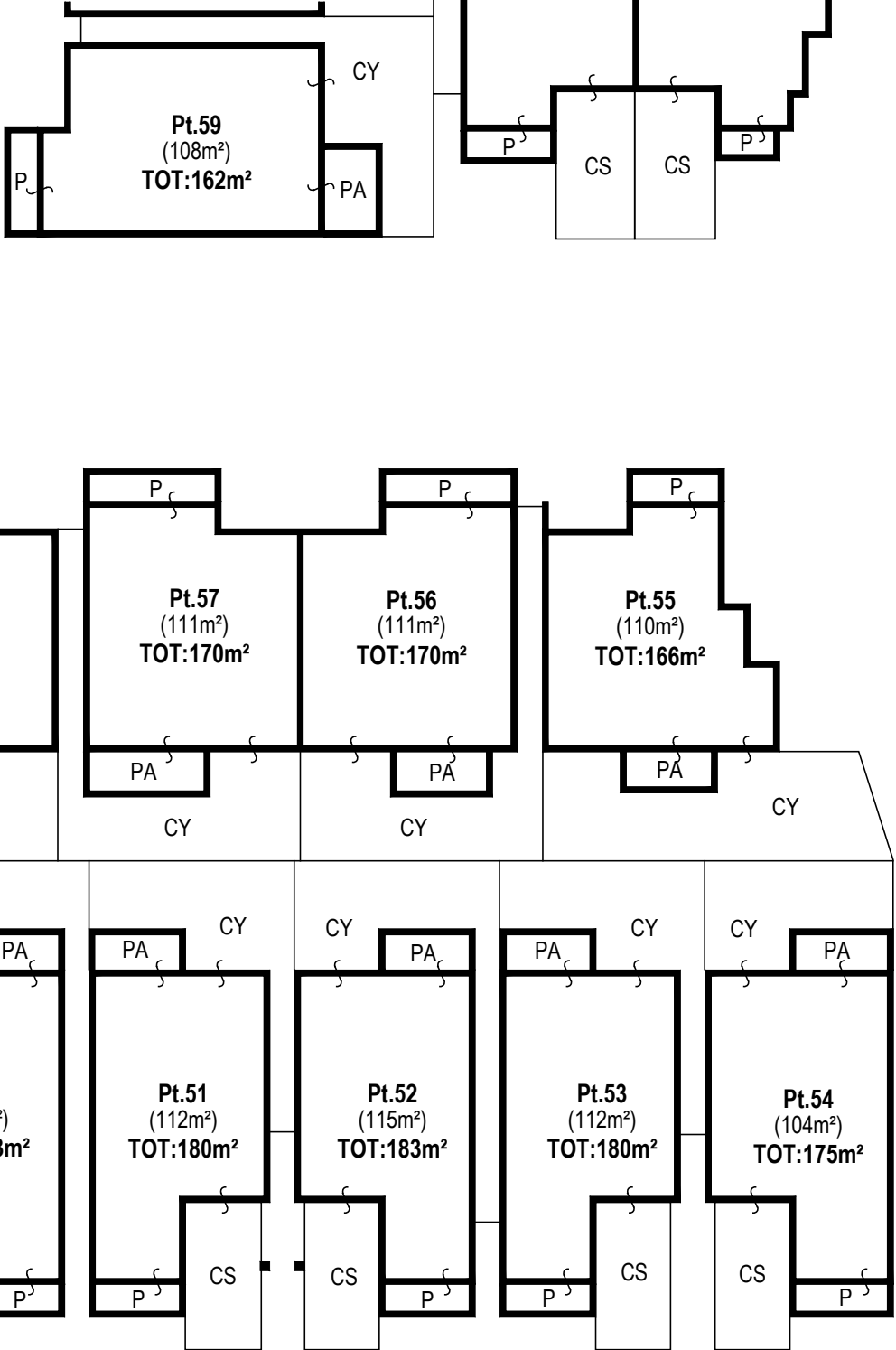
CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
VP	VISITOR PARKING (CP)

DRAFT PLAN - SUBJECT TO FINAL SURVEY

GROUND FLOOR  
SHEET 2 OF 4



SEE SHEET 3 FOR CONTINUATION



SEE SHEET 5 FOR CONTINUATION

**NOTES:-**

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

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

THE STRUCTURE OF ALL RETAINING WALLS AND FENCING WITHIN ALL LOTS IS COMMON PROPERTY

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

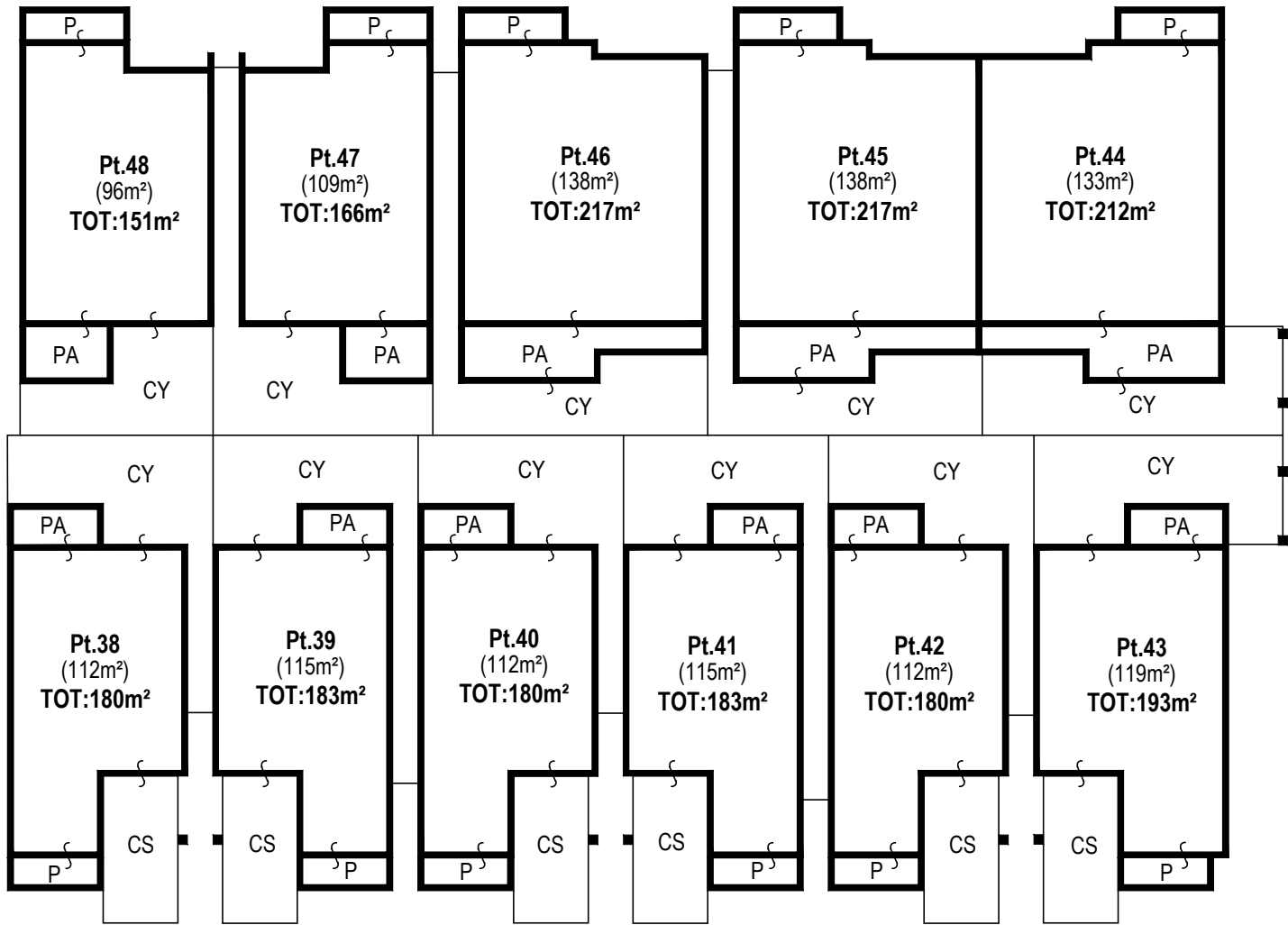
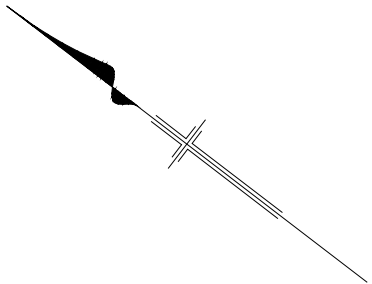
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Combined Areas (m²)					
Lot	Unit	CS	CY	P	PA
12	63	-	25	5	8
13	56	15	25	2	6
14	73	15	40	5	5
15	61	13	35	4	6
16	64	-	34	5	7
17	63	-	35	5	7
49	58	15	29	4	5
50	58	15	33	4	5
51	58	15	30	4	5
52	58	15	33	4	5
53	58	15	30	4	5
54	58	15	21	4	6
55	58	-	43	4	5
56	62	-	37	6	6
57	62	-	35	6	8
58	72	-	48	4	6
59	63	-	33	5	7
65	67	16	34	2	6
66	59	16	33	4	5

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

**SEE SHEET 4 FOR CONTINUATION**



**SEE SHEET 6 FOR CONTINUATION**

Combined Areas (m²)					
Lot	Unit	CS	CY	P	PA
18	64	17	37	4	5
19	62	17	34	4	5
20	63	17	37	4	6
21	62	17	34	4	5
22	64	15	36	4	5
23	64	16	33	4	5
38	58	15	30	4	5
39	58	15	33	4	5
40	58	15	30	4	5
41	58	15	33	4	5
42	58	15	30	4	5
43	64	15	30	4	6
44	84	-	29	5	15
45	84	-	34	5	15
46	84	-	34	5	15
47	63	-	34	5	7
48	63	-	21	5	7

VP
VP

**FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN**

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PARIO
VP	VISITOR PARKING (CP)

THE DRAFT STRATA PLAN  
HAS BEEN PREPARED BY

 **SDG**

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

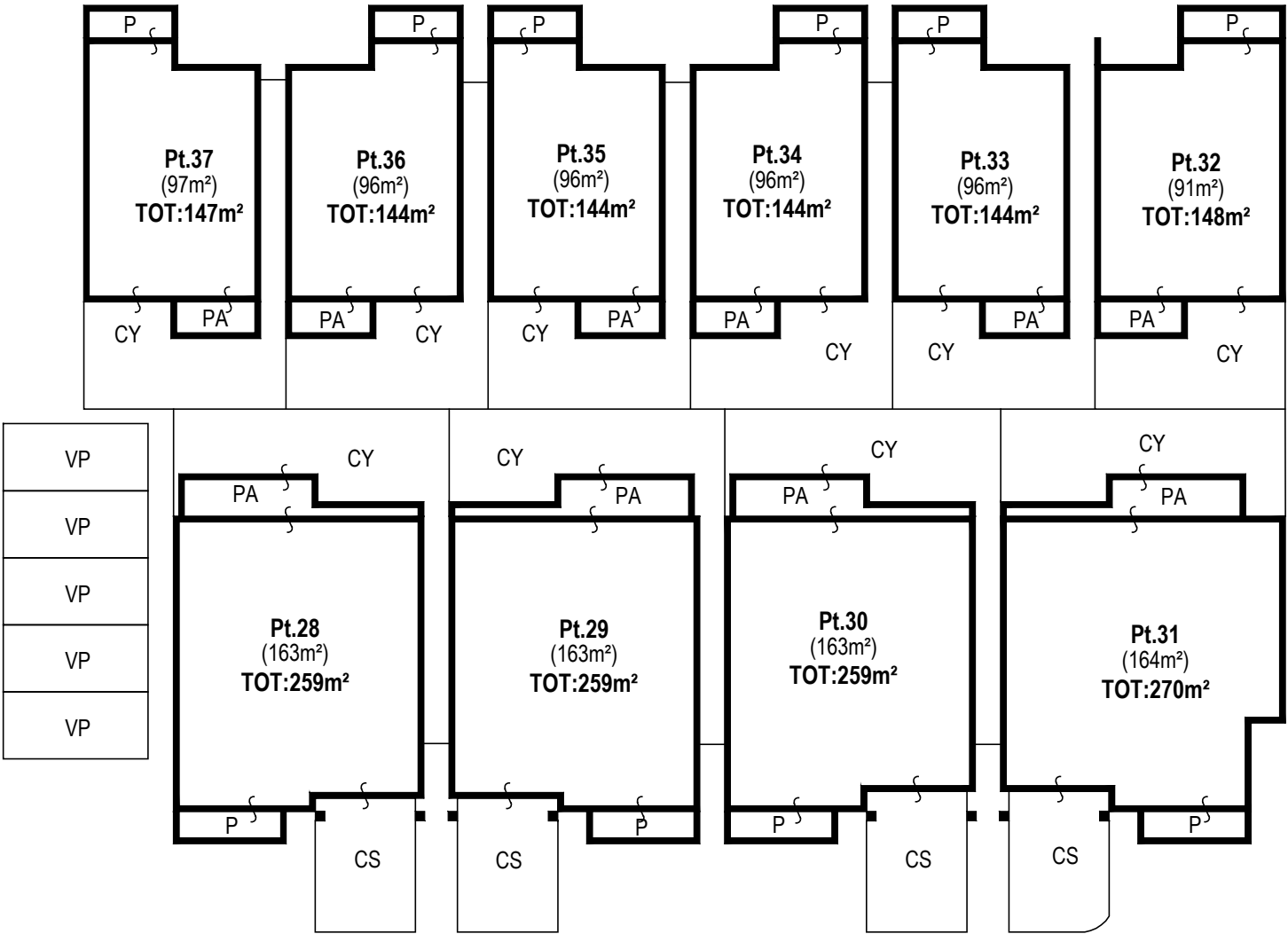
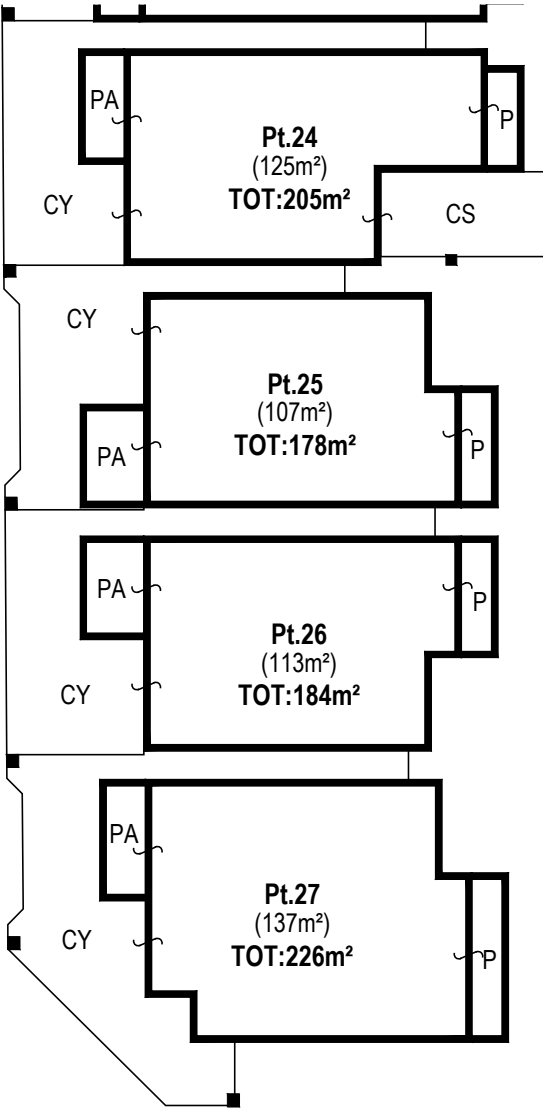
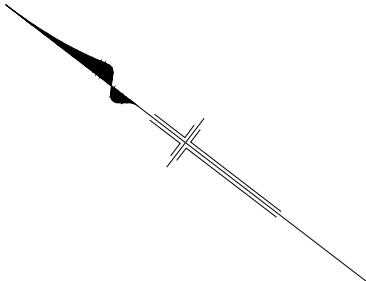
**SP DRAFT**  
Issue:A 6/05/2020



DRAFT PLAN - SUBJECT TO FINAL SURVEY

GROUND FLOOR  
SHEET 4 OF 4

SEE SHEET 5 FOR CONTINUATION



Combined Areas (m²)					
Lot	Unit	CS	CY	P	PA
24	66	15	35	4	5
25	63	-	32	5	7
26	63	-	38	5	7
27	79	-	46	6	6
28	91	19	38	5	10
29	91	19	38	5	10
30	90	20	38	5	10
31	99	19	31	5	10
32	58	-	23	5	5
33	54	-	33	4	5
34	54	-	33	4	5
35	54	-	33	4	5
36	54	-	33	4	5
37	55	-	33	4	5

NOTES:-

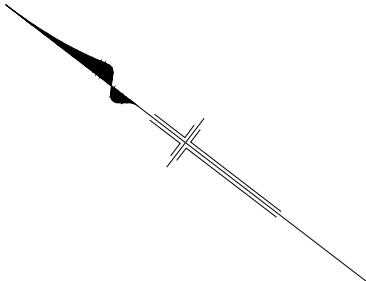
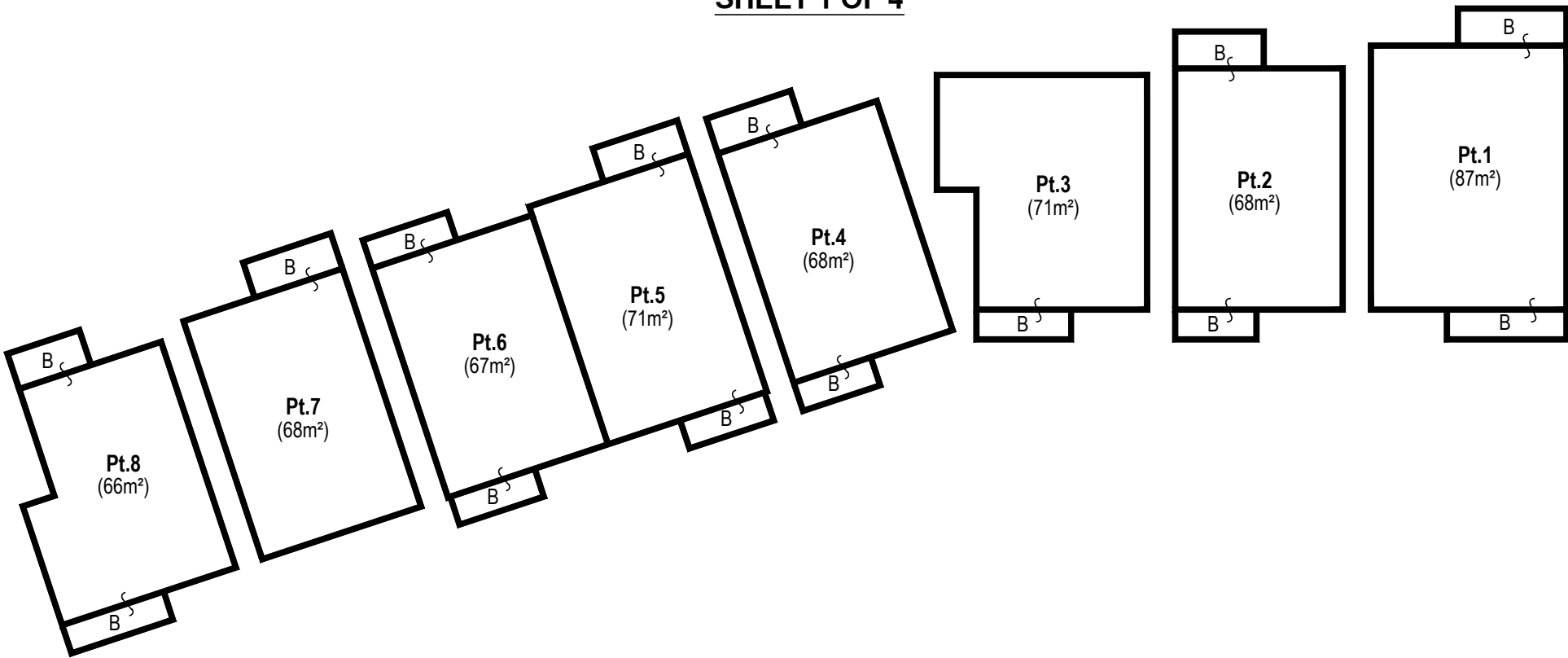
- THE STRATUM OF EACH PATIO, PORCH AND CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
- THE STRUCTURE OF ALL RETAINING WALLS AND FENCING WITHIN ALL LOTS IS COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
VP	VISITOR PARKING (CP)

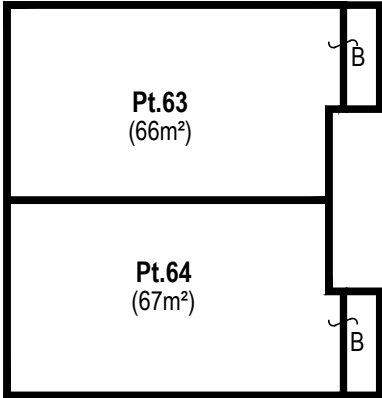
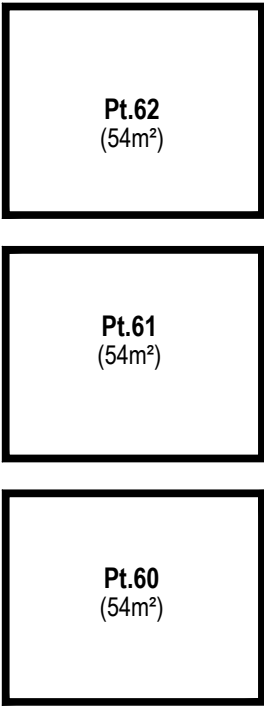
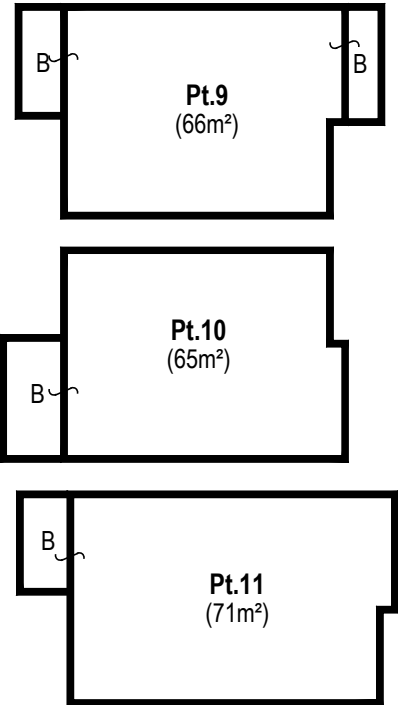


DRAFT PLAN - SUBJECT TO FINAL SURVEY

FIRST FLOOR  
SHEET 1 OF 4



Combined Areas (m²)		
Lot	Unit	B
1	79	8
2	61	7
3	68	3
4	61	7
5	64	7
6	61	6
7	64	4
8	60	6
9	59	7
10	59	6
11	67	4
63	64	2
64	64	3



**NOTES:-**  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SEE SHEET 8 FOR CONTINUATION

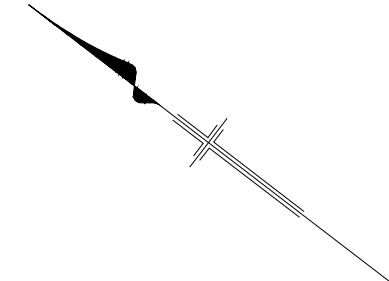
B BALCONY

DRAFT PLAN - SUBJECT TO FINAL SURVEY

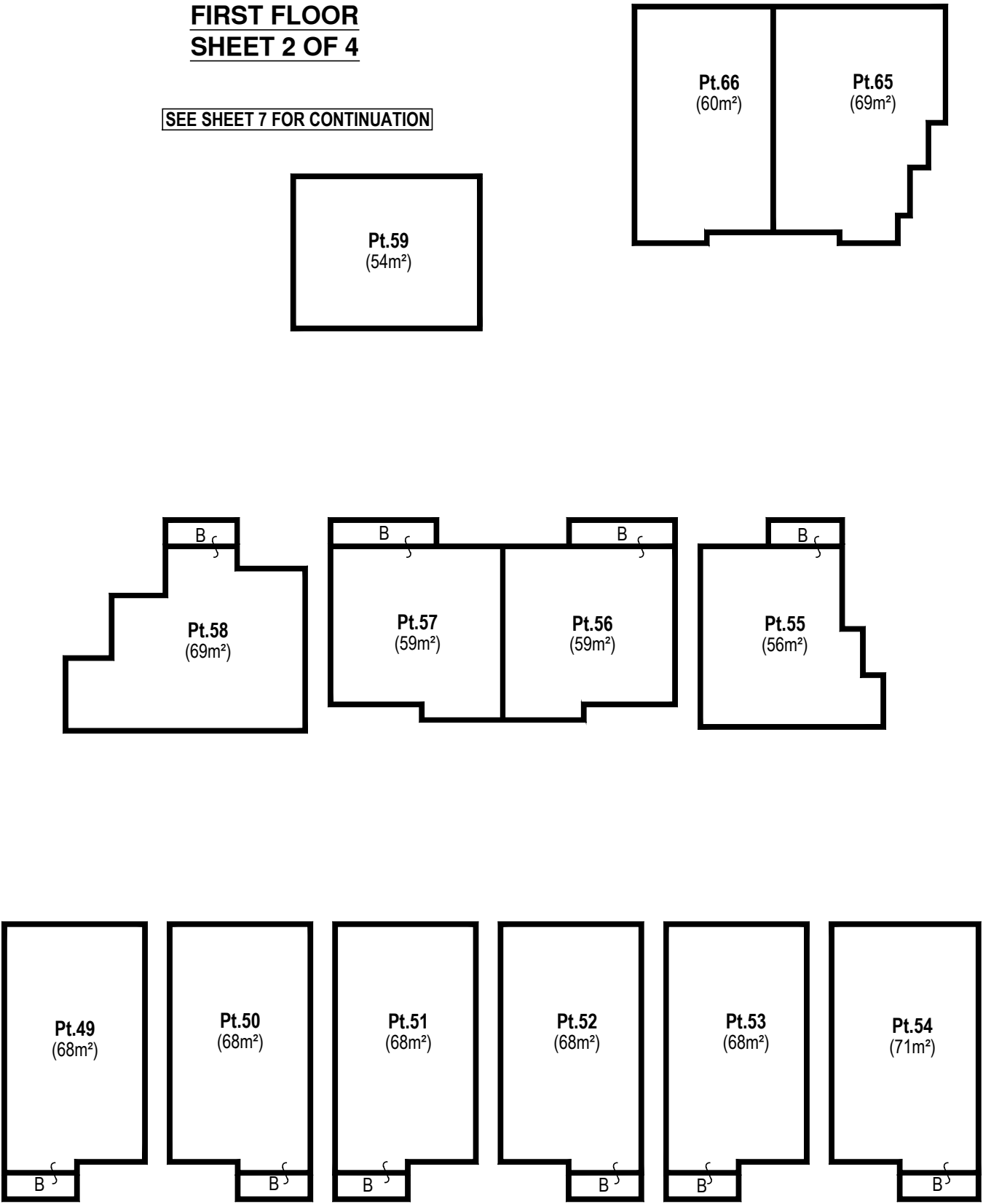
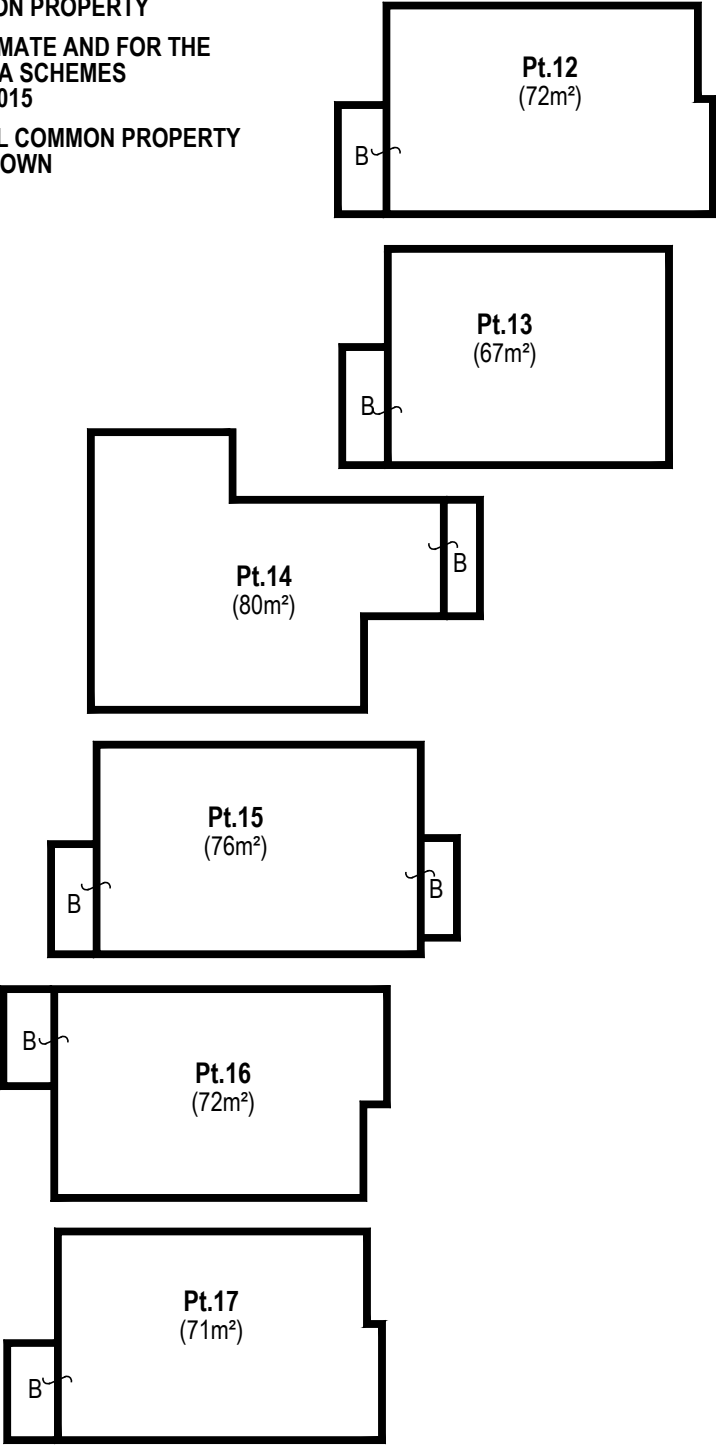
**NOTES:-**  
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THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

FIRST FLOOR  
SHEET 2 OF 4

SEE SHEET 7 FOR CONTINUATION



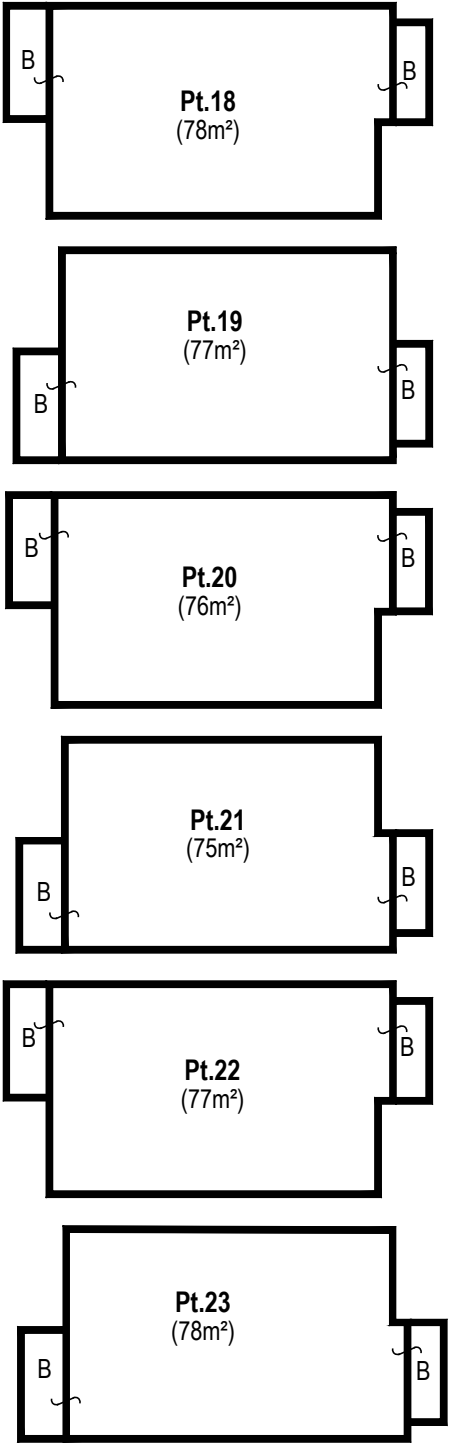
Combined Areas (m²)		
Lot	Unit	B
12	68	4
13	62	5
14	77	3
15	69	7
16	68	4
17	67	4
49	65	3
50	65	3
51	65	3
52	65	3
53	65	3
54	68	3
55	54	2
56	54	5
57	54	5
58	66	3



SEE SHEET 9 FOR CONTINUATION

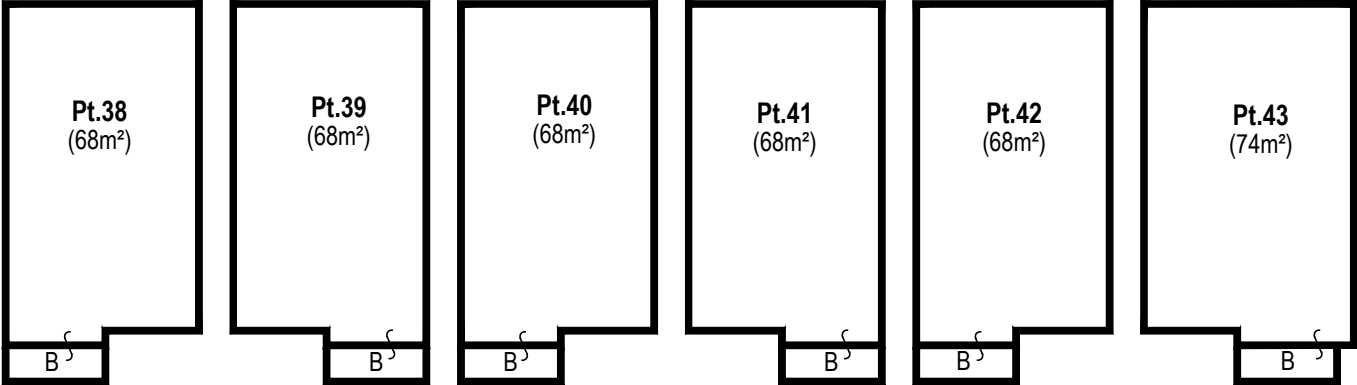
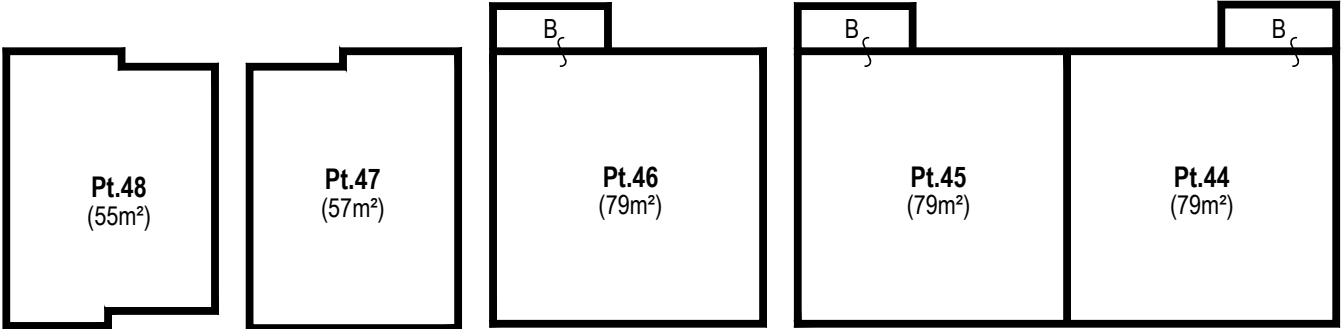
B BALCONY

DRAFT PLAN - SUBJECT TO FINAL SURVEY

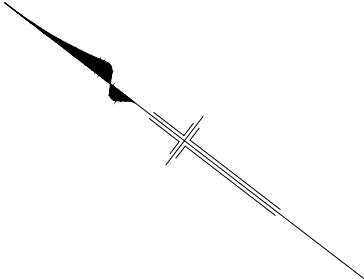


FIRST FLOOR  
SHEET 3 OF 4

SEE SHEET 8 FOR CONTINUATION



SEE SHEET 10 FOR CONTINUATION



Combined Areas (m²)		
Lot	Unit	B
18	72	6
19	70	7
20	70	6
21	68	7
22	71	6
23	71	7
38	65	3
39	65	3
40	65	3
41	65	3
42	65	3
43	71	3
44	75	4
45	75	4
46	75	4

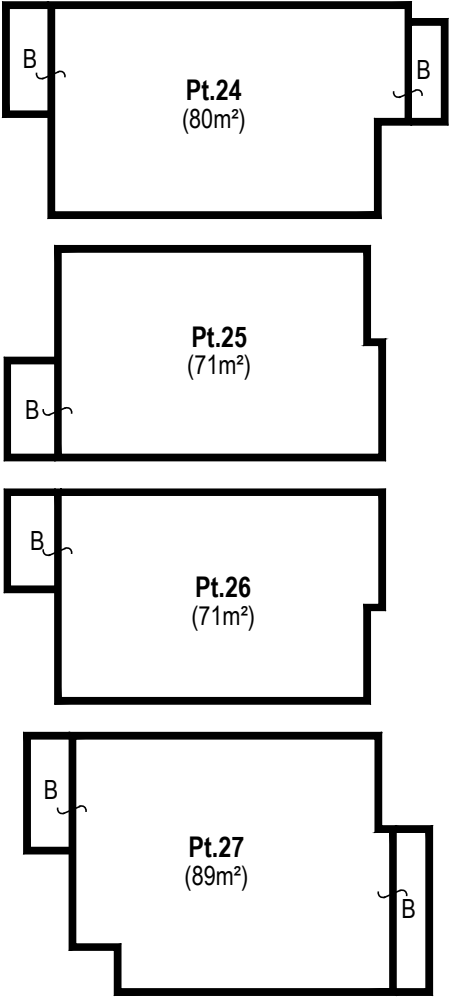
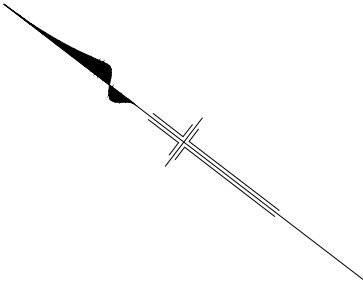
NOTES:-  
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ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

B BALCONY

DRAFT PLAN - SUBJECT TO FINAL SURVEY

FIRST FLOOR  
SHEET 4 OF 4

SEE SHEET 9 FOR CONTINUATION



Combined Areas (m²)		
Lot	Unit	B
24	73	7
25	67	4
26	67	4
27	80	9
28	92	4
29	92	4
30	92	4
31	102	4
32	54	3

**NOTES:-**  
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT  
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THE STRUCTURE OF ALL PERGOLAS OVER BALCONIES IS COMMON PROPERTY  
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

B BALCONY

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

Lengths are in metres

(Sheet 1 of 6 sheets)

**Plan:** Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**Full name and address of the owner of the land:** UPG 4 Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Positive Covenant	1-66 inclusive & CP	Blacktown City Council
2	Positive Covenant	1-66 inclusive & CP	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 6 sheets)

**Plan:** Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**PART 2**

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

- 1.1 An owner or occupier of a lot must:
- a) Store all forms of garbage, green waste and recycling within the appropriate garbage bins on their respective lot.
  - b) Place their bins within their designated area no earlier than 2pm the day before the scheduled collection day and, when the waste has been collected, must promptly return the bins to their lot no later than 7pm on the day of collection.
- 1.2 An owner or occupier of a lot must place their individual bins in their designated collection area, the location of which is as depicted on the approved Onsite Waste Collection Plan.
- 1.3 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

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

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 3 of 6 sheets)

**Plan:** Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**PART 2**

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

- 2.1 All lots must place all bulky waste within the designated storage and collection areas, being the location as depicted on the approved Onsite Waste Collection Plan.
- 2.2 Clean ups will only occur from the communal bulky waste collection point if they comply with Blacktown City Council requirements for household clean ups. If discarded items fail to comply of the communal collection point is poorly managed, it is the responsibility of the Strata/Body Corporation (and at their cost) to have these items removed from the site and disposed of appropriately.
- 2.3 All lots must only place whitegoods and large household items within the communal bulk waste collection area, no earlier than the evening before the scheduled collection date allocated by Blacktown City Council for collection of such items.
- 2.4 The lot owners of each lot release Blacktown City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Blacktown City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Blacktown City Council or any agent acting on its behalf.

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

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.....  
Authorised Officer



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

Lengths are in metres

(Sheet 4 of 6 sheets)

**Plan:** Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**PART 2**

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

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

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name of Authorised Officer

.....  
Name of Witness

.....  
Position of Authorised Officer

.....  
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

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

Lengths are in metres

(Sheet 5 of 6 sheets)

**Plan:**

Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**PART 2**

DRAFT

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.....  
Authorised Officer

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

Lengths are in metres

(Sheet 6 of 6 sheets)

**Plan:**

Plan of subdivision of Lot 6 in DP  
covered by Strata Certificate No. ....

**PART 2**

Consent of Mortgagee

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

Approved Form 7	Strata Plan By-laws	Sheet 1 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**Lot 6**  
**Stage 3-5 Richmond Road**  
**MARSDEN PARK 2765**

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 2 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 4 of 21 sheet(s)
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## **1. Purpose of the by-laws**

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

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

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

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

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

## **3. Common Property Rights by-laws**

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 5 of 21 sheet(s)
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### **3.3 Occupiers may exercise rights**

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

### **3.4 Repairing damage**

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

### **3.5 Indemnities**

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

### **3.6 Additional insurances**

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

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

If you lease or license your lot, you must:

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



Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 6 of 21 sheet(s)
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## 5. Vehicles

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

## 6. Changes to common property

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

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

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

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

The owner of a lot must:

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 7 of 21 sheet(s)
Office Use Only		Office Use Only
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## 8. Obstruction of common property

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

## 9. Keeping of Animals

### 9.1 Subject to this by-law:

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

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

### 9.2 When will you need consent?

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

### 9.3 Obligations of owners in notifying the owners corporation

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 8 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

#### **9.4 Keeping an animal register**

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

#### **9.5 Keeping of Dogs**

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

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

#### **9.6 Keeping of Cats**

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

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

#### **9.7 Controlling your animal**

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

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

## 9.8 Your responsibilities

You are responsible for:

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

## 9.9 Your visitors

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

## 9.10 Conditions for keeping an animal

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

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

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

## 10. Noise

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

## 11. Behaviour of owners, occupiers and invitees

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

## 12. Children playing on common property

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

## 13. Smoke penetration

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

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

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

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

#### **15. Storage of inflammable liquids and other substances and materials**

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

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 12 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

### 18. Hanging out of washing

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

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

### 19. Disposal of waste

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
5. An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
6. An owner or occupier of a lot must place the bins within the approved area designated for waste collection not more than 12 hours before its scheduled collection time (being the time at which waste is normally collected) and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins before 7pm on the day of collection.
7. An owner or occupier of a lot is solely responsible for the transfer of the bin to and from the approved area designated for waste collection.
8. An owner or occupier of a lot must not locate or place the bins within the approved area designated for waste collection outside the time period described in clause (6).

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Office Use Only		Office Use Only
Registered:		

9. An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
10. The owners corporation may give directions on the handling of waste that are consistent with the local council's requirements by:
  - a. Posting signs on the common property setting out those directions, or
  - b. Giving notices setting out those directions in writing to owners or occupiers of lots.
11. The owners corporation must ensure that the directions referred to in clause (10) are provided to all new owners and occupiers of lots in writing.
12. An owner or occupier of a lot must place all bulky waste within the approved area for communal bulky waste storage & collection. An owner or occupier of a lot must only place whitegoods and large household items within the approved area for communal bulky waste storage & collection, not more than 12 hours before each date allocated by the local council for collection of such items.
13. Material left as household clean up items in the approved area for communal waste storage & collection area must satisfy the local council requirements otherwise the disposal of such waste becomes the responsibility of the owners corporation.
14. In this by-law:

**'approved area designated for waste collection'** means, the street frontage outside/adjacent to the affected lots 4, 11, 26-27 inclusive, 45, 75-82 inclusive, 92-93 inclusive and 104-108 inclusive will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly from the property on collection day.

**'approved area for communal bulky waste storage & collection'** means the street frontage outside/adjacent to lots 10 & 83 accommodating a communal bulky waste storage area for the collection of unwanted bulky waste items such as lounges, fridge's and freezers etc.

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

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



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

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

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 15 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

## 22. Responsibility of maintenance, repair or replacement

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

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

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

Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 16 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

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Office Use Only		Office Use Only
Registered:		

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

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

9. Windows	<div>a) windows in common property walls, including window furniture, sash cord and window seal</div> <div>b) insect-screens, other than those installed by an owner after the registration of the strata plan</div> <div>c) original lock or other lock if subsequently replacement by the owners corporation</div>
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Approved Form 7	<b>Strata Plan By-laws</b>	Sheet 19 of 21 sheet(s)
Office Use Only		Office Use Only
Registered:		

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

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

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

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

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

23. Signatures Page

Consent of Mortgagee

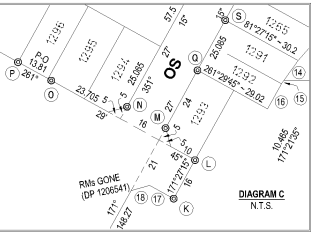


Req:R081798 /Doc:DP 1245610 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:20-May-2020 12:48 /Seq:1 of 38  
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PM Connections				
From	To	Bearing	Distance	Note
SM191372	PM57152	125°50'11"	1098.008	Surv
SM191372	SM191357	49°59'46"	138.947	Surv
SM191372	SM191357	49°59'46"	138.934	MGA Gnd
SM191357	PM57152	133°03'08"	1072.515	MGA Gnd
PM57152	PM46785	253°40'44"	794.088	Surv
PM46785	SM196944	296°56'29"	356.907	Surv
SM196944	SM196945	68°18'08"	65.559	Surv
SM196945	SM196966	355°43'57"	157.621	Surv
SM196966	SM192678	344°45'23"	184.666	Surv
SM192678	SM196338	15°30'14"	99.681	Surv
SM196338	SM191355	51°56'06"	188.840	Surv
SM191355	SM191364	52°30'23"	75.419	Surv
SM191364	SM191363	52°30'35"	75.415	MGA Gnd
SM191363	SM191362	50°33'50"	73.868	Surv
SM191362	SM191372	323°42'47"	212.745	MGA Gnd

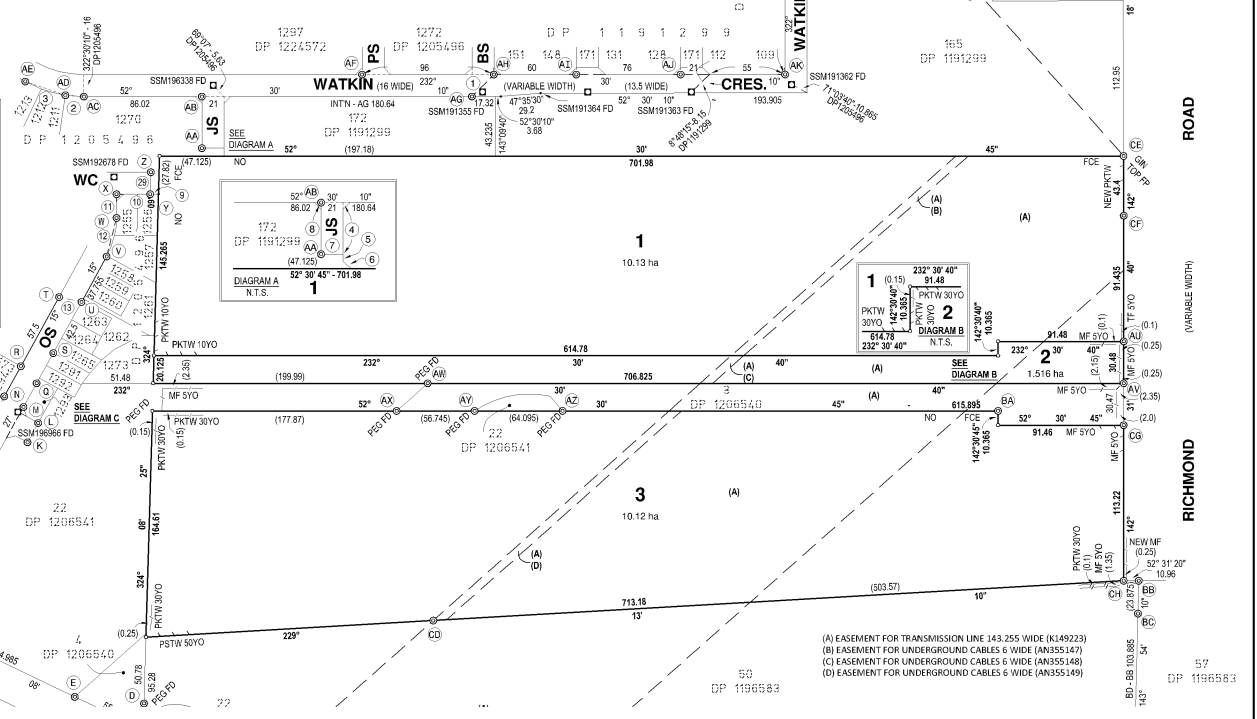
SURVEYING & SPATIAL INFORMATION REGULATION 2017, CLAUSE 70						
COORDINATE SCHEDULE						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM57152	299 169.255	6 269 138.495	B	2	SCIMS FOUND	
SM191372	298 279.032	6 269 781.407	C	4	SCIMS FOUND	
PM46785	298 407.072	6 268 915.281	B	2	SCIMS FOUND	
SM191355	298 226.659	6 268 488.4	C	4	SCIMS FOUND	
SM191357	298 365.465	6 269 870.727	C	4	SCIMS FOUND	
SM191362	298 404.952	6 269 609.906	C	4	SCIMS FOUND	
SM191363	298 347.33	6 269 560.966	C	4	SCIMS FOUND	
SM191364	298 287.486	6 269 515.062	C	4	SCIMS FOUND	
SM192678	298 051.338	6 269 255.884	C	4	SCIMS FOUND	
SM196338	298 077.976	6 269 351.95	C	4	SCIMS FOUND	
SM196966	298 100	6 269 077	U	U	SCIMS FOUND	
SM196944	298 050	6 268 896	U	U	SCIMS FOUND	
SM196945	298 111	6 268 920	U	U	SCIMS FOUND	
CFS: 1.000093 ZONE: 56 DATUM: GDA94 SOURCE: SCIMS AS AT 6/10/17						

No.	BEARING	DIST	No.	BEARING	DIST
(1)	187°30'15"	22.63	17	281°29'45"	10
(2)	236°53'20"	4.465	18	216°28'30"	7.07
(3)	251°21'55"	30.825	19	304°47'45"	6.865
(4)	322°30'10"	37.5	20	34°47'45"	7.275
(5)	322°30'10"	5.465	29	144°08'45"	16.005
(6)	92°23'55"	0.365			
(7)	232°30'10"	16			
(8)	322°30'10"	37.5			
(9)	232°29'55"	6.005			
(10)	232°29'55"	24.52			
(11)	142°30'30"	17.245			
(12)	156°59'05"	28.995			
(13)	244°52'25"	16.695			
(14)	178°01'50"	10.47			
(15)	178°01'50"	1.45			
(16)	171°21'35"	10.465			



FP denotes FENCE POST  
PKTW denotes PICKET & WIRE FENCE  
PSTW denotes POST & WIRE FENCE  
MF denotes MESH FENCE  
TF denotes TIMBER FENCE

BS denotes BARRETT STREET (16 WIDE)  
FA denotes FRONTIER AVENUE (16 WIDE)  
FC denotes FERRELLA CRESCENT (16 WIDE)  
JS denotes JENNINGS STREET (16 WIDE)  
OS denotes OAKLAND STREET (16 WIDE)  
PS denotes PARISH STREET (16 WIDE)  
WC denotes WESTBROOK CIRCUIT (16 WIDE)




(A) EASEMENT FOR TRANSMISSION LINE 143.255 WIDE (K149223)  
(B) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (AN355147)  
(C) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (AN355148)  
(D) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (AN355149)

Surveyor: RUIYUAN LI Date of Survey: 13/06/2017 Surveyor's Ref: 6525-A	PLAN OF REDEFINITION OF LOTS 5 & 6 IN DP 235714, LOT 173 IN DP 1191299, LOTS 51, 53 & 54 IN DP 1196583, LOT 59 IN DP 1196729, LOT 1 IN DP 1200165, LOT 10 IN DP 70287, LOT 11 & 12 OF SECTION M IN DP 193074	LGA: BLACKTOWN Locality: MARSDEN PARK Reduction Ratio 1:2000 Lengths are in metres.	REGISTERED 5.9.2018	DP1245610
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(A) EASEMENT FOR TRANSMISSION LINE 143.255 WIDE (K149223)  
(D) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (AN355149)  
(E) EASEMENT FOR UNDERGROUND CABLES 6 WIDE (AN355150)

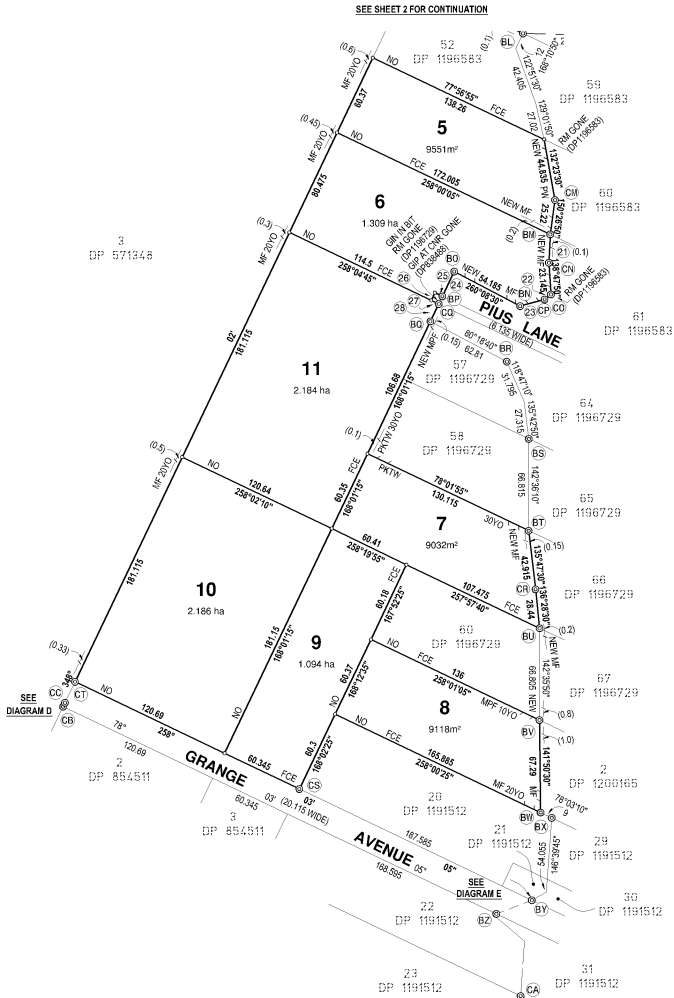
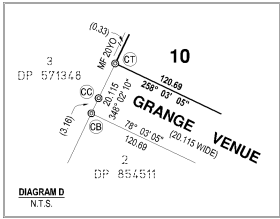
SEE SHEET 1 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

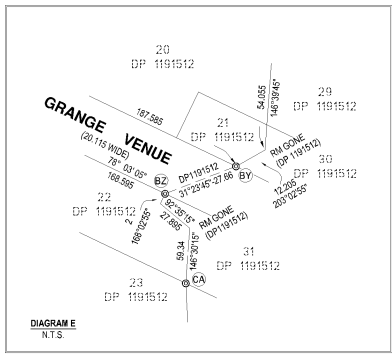
<p>Surveyor: RUIYUAN LI</p> <p>Date of Survey: 13/06/2017</p> <p>Surveyor's Ref: 6525-A</p>	<p>PLAN of REDEFINITION OF LOTS 5 &amp; 8 IN DP 235714, LOT 173 IN DP 1191299, LOTS 51,53 &amp; 54 IN DP 1196593, LOT 59 IN DP 1196729, LOT 1 IN DP 1200165, LOT 10 IN DP 70287, LOT 11 &amp; 12 OF SECTION M IN DP 193074</p>	<p>L G A: BLACKTOWN</p> <p>Locality: MARSDEN PARK</p> <p>Reduction Ratio 1:2000</p> <p>Lengths are in metres.</p>	<p>REGISTERED</p> <p> 5.9.2018</p>	<p>DP1245610</p>
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Req:R081798 /Doc:DP 1245610 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:20-May-2020 12:48 /Seq:3 of 38  
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- BIT denotes BITUMEN
- PKTW denotes POST & WIRE FENCE
- PW denotes PICKET & WIRE FENCE
- MF denotes MESH FENCE
- MPF denotes METAL PANEL FENCE



SCHEDULE OF SHORT LINES		
No.	BEARING	DIST
21	145°11'50"	20.615
22	193°49'50"	5.915
23	217°25'50"	18.44
24	168°01'50"	20
25	258°01'45"	6.095
26	168°01'45"	6.135
27	78°01'45"	6.095
28	168°01'45"	14



<div>Surveyor: RUIYUAN LI Date of Survey: 13/06/2017 Surveyor's Ref: 652-A</div>	<div>PLAN OF REDEFINITION OF LOTS 5 &amp; 6 IN DP 235714, LOT 173 IN DP 1191299, LOTS 51, 53 &amp; 54 IN DP 1196583, LOT 59 IN DP 1196729, LOT 1 IN DP 1200165, LOT 10 IN DP 70267, LOT 11 &amp; 12 OF SECTION M IN DP 193074</div>	<div>LGA: BLACKTOWN Locality: MARSDEN PARK Reduction Ratio 1:2000 Lengths are in metres.</div>	<div>REGISTERED 5.9.2018</div>	<div>DP1245610</div>
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Req:R081798 /Doc:DP 1245610 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:20-May-2020 12:48 /Seq:4 of 38  
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SCHEDULE OF REFERENCE MARKS					
MARK #	BEARING	DISTANCE	FROM	STATE	ORIGIN
A	32°04'	1.87	GIP	Found	DP616003
B	340°56'	0.835	GIP	Found	DP235714
C	45°25'	5.3	GIP	Found	DP1206540
D	102°47'	1.15	GIP	Found	DP1206540
E	81°47'30"	6.02	GIP	Found	DP1206540
F	351°33'	1	GIP	Found	DP262886
G	3°41'30"	15.91	SSM196944	Found	DP1206543
H	319°43'	4.695	SSM196945	Found	DP1206543
I	262°54'	3.355	DH&W	Found	DP1206543
J	262°29'	12.41	DH&W	Found	DP1206543
K	205°34'	25.37	SSM196966	Found	DP1206543
L	172°22'	3.44	DH&W	Found	DP1206541
M	171°33'	12.595	DH&W	Found	DP1206541
N	351°07'	3.405	DH&W	Found	DP1206541
O	81°42'	12.57	DH&W	Found	DP1206541
P	81°08'	3.355	DH&W	Found	DP1206541
Q	260°42'	3.43	DH&W	Found	DP1218573
R	8°18'30"	13.045	DH&W	Found	DP1205496
S	351°31'	3.49	DH&W	Found	DP1205496
T	86°03'	12.66	DH&W	Found	DP1218573
U	86°03'	3.455	DH&W	Found	DP1205496
V	313°19'30"	5.475	DH&W	Found	DP1218573
W	76°29'	3.45	DH&W	Found	DP1218573
X	254°48'	3.32	DH&W	Found	DP1205496
Y	73°58'	3.445	DH&W	Found	DP1205496
Z	90°05'	12.845	DH&W	Found	DP1205496
AA	90°05'	3.485	DH&W	Found	DP1205496
AB	42°43'	12.87	DH&W	Found	DP1205496
AC	134°13'	1.57	DH&W	Found	DP1205496
AD	134°13'	12.75	SSM192678	Found	DP1205496
AE	94°40'	18.79	DH&W	Found	DP1205496
AF	94°40'	5.075	DH&W	Found	DP1205496
AG	326°54'	3.325	DH&W	Found	DP1205496
AH	225°10'	12.615	DH&W	Found	DP1205496
AI	225°10'	3.385	DH&W	Found	DP1205496
AJ	176°36'30"	15.23	DH&W	Found	DP1205496
AK	176°36'30"	1.43	DH&W	Found	DP1205496
AL	136°38'	12.71	DH&W	Found	DP1205496
AM	136°38'	3.46	DH&W	Found	DP1205496
AN	149°34'	3.425	DH&W	Found	DP1205496
AO	171°27'	12.55	DH&W	Found	DP1205496
AP	171°30'	3.395	DH&W	Found	DP1205496

SCHEDULE OF REFERENCE MARKS					
MARK #	BEARING	DISTANCE	FROM	STATE	ORIGIN
AF	288°11'30"	15.175	DH&W	Found	DP1205496
AG	288°11'30"	1.305	DH&W	Found	DP1205496
AH	102°11'30"	16.49	DH&W	Found	DP1205496
AI	102°11'30"	4.5	DH&W	Found	DP1205496
AJ	355°45'	1.225	DH&W	Found	DP1191299
AK	355°45'	14.97	SSM191355	Found	DP1191299
AL	288°29'	1.14	DH&W	Found	DP1191299
AM	288°31'	15.125 ME	SSM191364	Found	DP1191299
AN	290°22'	1.14	DH&W	Found	DP1191299
AO	290°22'	14.81	SSM191363	Found	DP1191299
AP	282°30'	1.115	DH&W	Found	DP1191299
AQ	292°55'30"	11.545	SSM191362	Found	DP1205496
AR	203°43'	14.335	DH&W	Found	DP1191299
AS	203°43'	3.73	DH&W	Found	DP1191299
AT	198°56'	1.285	DH&W	Found	DP1191299
AU	189°58'	10.365	DH&W	Found	DP1191299
AV	9°56'	1.89	DH&W	Found	DP1191299
AW	87°46'	18.89	SSM191372	Found	DP1191299
AX	87°46'	5.62	DH&W	Found	DP1191299
AY	144°05'	16.97	DH&W	Found	DP1191299
AZ	144°05'	4.77	DH&W	Found	DP1191299
BA	141°59'30"	18.88	SSM191357	Found	DP1191299
BB	151°15'	4.88	DH&W	Found	DP1191299
BC	188°18'	23.505	DH&W	Found	DP1191299
BD	188°18'	7.35	DH&W	Found	DP1191299
BE	AS 213°00'	6.995	DH&W	Found	DP1191299
BF	AT 309°08'	6.96	DH&W	Found	DP1191299
BG	AU 256°43'	1.56 ME	GIP	Found	DP1191299
BH	AV 228°46'	0.52 ME	GIP	Found	DP1191299
BI	AW 183°55'	1.285 ME	GIP	Found	DP1206540
BJ	AX 233°39'	9.855	GIP	Found	DP1206540
BK	AY 61°44'	1.245	GIP	Found	DP1206540
BL	AZ 233°00'	1.1	GIP	Found	DP1206540
BM	BA 324°04'	1.945 ME	GIP	Found	DP1206540
BN	BB 17°47'	3.155	GIP	Found	DP1196583
BO	BC 104°34'	1.03	GIP	Found	DP1196583
BP	BD 358°49'	13.95	GIP	Found	DP1196583
BQ	BE 36°54'	1	GIP	Found	DP1196583
BR	BF 140°59'	1.975	GIP	Found	DP1196583
BS	BG 72°04'	1.005	GIP	Found	DP1196583
BT	BH 11°05'	0.915 ME	GIP	Found	DP1196583

SCHEDULE OF REFERENCE MARKS					
MARK #	BEARING	DISTANCE	FROM	STATE	ORIGIN
BI	38°39'	1.015	GIP	Found	DP1196583
BJ	57°16'	1.77 ME	GIP	Found	DP1196583
BK	57°22'	1.035 ME	GIP	Found	DP1196583
BL	62°30'	0.96	GIP	Found	DP1196583
BM	112°09'	1.105 ME	GIP	Found	DP1196583
BN	131°23'	1.365	GIP	Found	DP1196583
BO	163°31'	0.985	GIP	Found	DP1196583
BP	75°05'	0.8	GIP	Found	DP1196583
BQ	349°58'	0.84	GIP	Found	DP1196729
BR	356°47'	0.955	GIP	Found	DP1196729
BS	59°39'	1.09	GIP	Found	DP1196729
BT	328°15'	0.73	GIP	Found	DP1196729
BV	89°50'	0.67	GIP	Found	DP1196729
BW	151°36'	3.065	GIP	Found	DP1196729
BX	31°55'	1.09	GIP	Found	DP1196729
BY	40°28'	0.84	GIP	Found	DP1191512
BZ	57°15'	0.875 ME	GIP	Found	DP1191512
CA	69°42'	0.74	GIP	Found	DP1191512
CB	115°58'	1.075	GIP	Found	DP1191512
CC	179°18'30"	9.7	NAIL&W	Found	DP854511
CD	74°55'	3.93	NAIL&W	Found	DP1090993
CE	327°50'	2.41 ME	GIP	Found	DP1228261
CF	213°45'	20.605	DH&W	Placed	
CG	215°36'	20.43	DH&W	Placed	
CH	229°43'	22.975	DH&W	Placed	
CI	160°33'	3.6	GIP	Found	DP1206540
CJ	244°39'	8.56 ADD REF. BY ME	GIP	Found	DP1196583
CK	307°12'	15.245	DH&W	Placed	
CL	196°40'30"	24.365	GIP	Placed	
CM	239°32'	19.965	DH&W	Placed	
CN	235°02'	24.705	DH&W	Placed	
CO	247°11'	8.965	DH&W	Placed	
CP	267°20'	11.735	DH&W	Placed	
CQ	229°06'	8.11	DH&W	Placed	
CR	271°50'	11.905	DH&W	Placed	
CS	190°00'	5.53	DH&W	Placed	
CT	226°23'	22.625	DH&W	Placed	
	310°36'	7.895	DH&W	Placed	
	333°13'	13.675	DH&W	Placed	
	344°32'	9.71	DH&W	Placed	


Surveyor:  
RUIYUAN LI  
Date of Survey: 13/06/2017  
Surveyor's Ref: 652-A


PLAN OF REDEFINITION OF LOTS 5 & 6 IN DP 235714, LOT 173  
IN DP 1191299, LOTS 51, 53 & 54 IN DP 1196583, LOT 59 IN DP  
1196729, LOT 1 IN DP 1200165, LOT 10 IN DP 70287, LOT 11 &  
12 OF SECTION M IN DP 193074


LGA: BLACKTOWN  
Locality: MARSDEN PARK  
Reduction Ratio 1:2000  
Lengths are in metres.



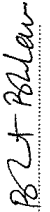
REGISTERED  
5.3.2018

DP1245610


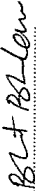

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		34 Sheet 1 of 32 sheet(s)	
Office Use Only		Office Use Only			
Registered:  5.9.2018		DP1245610			
Title System: TORRENS		LGA: BLACKTOWN Locality: MARSDEN PARK Parish: ROOTY HILL County: CUMBERLAND			
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....			
Survey Certificate I, RUIYUAN LI of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 13 <sup>th</sup> JUNE 2017, or *(b) The part of the land shown in the plan (being/excluding ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A'-'B' Type: *Urban/*Rural The terrain is *Level/Undulating /*Steep/Mountainous. Signature: ..... Dated: 13/03/2018 Surveyor Identification No: 8824 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		Subdivision Certificate I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.108J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable.			
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that Plans used in the preparation of survey/compilation. DP1228261 DP1218573 DP1206543 DP1206542 DP1206541 DP1206540 DP1205496 DP1200165 DP1196729 DP1196583 DP1191653 DP1191512 DP1191299 DP1110467 DP1090993 DP1064766 DP838488 DP781151 DP741072 DP616003 DP571348 DP262886 DP231105 DP193074 DP70287 If space is insufficient continue on PLAN FORM 6A		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 6525-A		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 2 of 34 sheet(s)																																																												
<b>Registered:</b>  <b>5.9.2018</b>		Office Use Only		<b>DP1245610</b>  Office Use Only																																																												
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Date of Endorsement: .....																																																																
<table border="1"><thead><tr><th>LOT</th><th>STREET NUMBER</th><th>STREET NAME</th><th>STREET TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>1</td><td>1160</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>2</td><td>Not Available</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>3</td><td>1140</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>4</td><td>1086</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>5</td><td>1080</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>6</td><td>1070</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>7</td><td colspan="2">Not Available</td><td></td><td>Marsden Park</td></tr><tr><td>8</td><td>1032</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr><tr><td>9</td><td>232</td><td>Grange</td><td>Avenue</td><td>Marsden Park</td></tr><tr><td>10</td><td>234</td><td>Grange</td><td>Avenue</td><td>Marsden Park</td></tr><tr><td>11</td><td>1060</td><td>Richmond</td><td>Road</td><td>Marsden Park</td></tr></tbody></table>					LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	1	1160	Richmond	Road	Marsden Park	2	Not Available	Richmond	Road	Marsden Park	3	1140	Richmond	Road	Marsden Park	4	1086	Richmond	Road	Marsden Park	5	1080	Richmond	Road	Marsden Park	6	1070	Richmond	Road	Marsden Park	7	Not Available			Marsden Park	8	1032	Richmond	Road	Marsden Park	9	232	Grange	Avenue	Marsden Park	10	234	Grange	Avenue	Marsden Park	11	1060	Richmond	Road	Marsden Park
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Surveyor's Reference: 6525-A				If space is insufficient use additional annexure sheet																																																												

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 34	
Registered:  5.9.2018		Office Use Only		Office Use Only	
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Subdivision Certificate number: _____				This sheet is for the provision of the following information as required:	
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EXECUTED by UPG 3 PTY LTD ACN 163 638 364 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) )		<i>Bhart Bhushan</i> Bhart Bhushan Sole Director/Secretary	
EXECUTED by UPG 4 PTY LTD ACN 156 210 374 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) )		<i>Bhart Bhushan</i> Bhart Bhushan Sole Director/Secretary	
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		Subdivision Certificate number: _____		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SS/ Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: _____					
EXECUTED by UPG 7 PTY LTD ACN 602 423 530 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) ) ) ) ) )		 Bhart Bhushan Sole Director/Secretary	
EXECUTED by UPG 8 PTY LTD ACN 602 511 740 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) ) ) ) ) )		 Bhart Bhushan Sole Director/Secretary	
Surveyor's Reference: 6525-A				If space is insufficient use additional annexure sheet	



PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		34- Sheet 5 of 38 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074				DP1245610	
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Date of Endorsement: _____					
EXECUTED by UPG 9 PTY LTD ACN 602 511 526 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) )		 Bhart Bhushan Sole Director/Secretary	
EXECUTED by UPG 20 PTY LTD ACN 605 447 069 in accordance with s127 of the Corporations Act 2001		) ) ) ) ) )		 Bhart Bhushan Sole Director/Secretary	
				If space is insufficient use additional annexure sheet	
				Surveyor's Reference: 6525-A	

5.9.2018



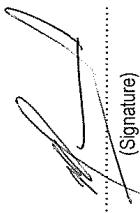
DP1245610






Date of Endorsement: \_\_\_\_\_


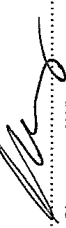


EXECUTED by  
UPG 43 PTY LTD  
ACN 616 169 601  
in accordance with s127 of  
the Corporations Act 2001

**Bhart Bhushan**  
Sole Director/Secretary





Survivor's Reference: 6525-A






PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 33 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
Subdivision Certificate number: _____					
Date of Endorsement: _____					
Consent of Mortgagee					
EXECUTED by ) ALCEON GROUP NO. 55 PTY ) LIMITED ) ACN 616 105 867 ) in accordance with s127 of ) the Corporations Act 2001 )		)  ) (Signature) Janie Hedges ) (PRINT NAME) DIRECTOR ) SECRETARY			
EXECUTED by ) ALCEON GROUP NO.70 PTY ) LIMITED ) ACN 624 002 688 ) in accordance with s127 of ) the Corporations Act 2001 )		)  ) (Signature) Morris Symonds ) (PRINT NAME) DIRECTOR/SECRETARY			
Surveyor's Reference: 6525-A					
If space is insufficient use additional annexure sheet					





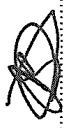
PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 8 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		Office Use Only		DP1245610	
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Date of Endorsement: .....		Office Use Only			
SIGNED by James Barton Carter the Attorney of Angela Bezzina pursuant to Power of Attorney registered Book. 4718 No.598 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of Angela Bezzina by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		 James Barton Carter			
SIGNED by James Barton Carter the Attorney of Ginelle Pty Limited (ACN 080 531 228) pursuant to Power of Attorney registered Book. 4710 No.597 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of Ginelle Pty Limited (ACN 080 531 228) by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		 James Barton Carter			
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 6525-A					

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 9 of 34 sheet(s)		Office Use Only
Registered:	 5.9.2018	Office Use Only
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		
Subdivision Certificate number: ..... Date of Endorsement: .....		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SS/ Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<p>SIGNED in my presence by Kim Preece who is personally known to me</p> <p> Signature of Witness</p> <p>CLARE TONG Name of Witness</p> <p>388 EDMECLIFF ROAD, WOOLLAHRA NSW 2025 Address of Witness</p>		
<p>EXECUTED by Maskol Pty Ltd ACN 611 127 738 in accordance with s127 of the Corporations Act 2001</p> <p> Mark Rodriguez Director</p> <p> Skaisie Rodriguez Director/Secretary</p>		
Surveyor's Reference: 6525-A		

If space is insufficient use additional annexure sheet






PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 10 of 34 sheet(s)
Office Use Only		Office Use Only
Registered:  5.9.2018	DP1245610	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... Date of Endorsement: .....		
<p>EXECUTED by Sangoal Pty Ltd ACN 056 624 607 in accordance with s127 of the Corporations Act 2001</p> <p>) ) ) ) )</p> <p> Anthony Murray Netterville Barron Sole Director/Secretary</p>		
<p>SIGNED by James Barton Carter the Attorney of <i>Altay Fein</i> pursuant to Power of Attorney registered Book. 4703 No.675 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Altay Fein</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		




PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 11 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610	
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<p>SIGNED by James Barton Carter the Attorney of V.H. Benjamin &amp; Sons Pty Limited (ACN 000 149 100) pursuant to Power of Attorney registered Book 4698 No.603 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p>		<p>Signed for and on behalf of V.H. Benjamin &amp; Sons Pty Limited (ACN 000 149 100) by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
<p>SIGNED by James Barton Carter the Attorney of Sejno Holdings Pty Limited (ACN 002 983 422) pursuant to Power of Attorney registered Book 4701 No.586 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p>		<p>Signed for and on behalf of Sejno Holdings Pty Limited (ACN 002 983 422) by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 6525-A			



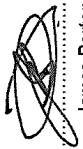
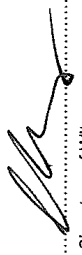

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 12 of 34 sheet(s)
Registered:  5.9.2018		Office Use Only
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610
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Date of Endorsement: .....		
<div>SIGNED by James Barton Carter the Attorney of Smoothrim Pty Ltd (ACN 050 536 555) pursuant to Power of Attorney registered Book. 4696 No.650 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of Smoothrim Pty Ltd (ACN 050 536 555) by the said attorney who is a solicitor in the state of New South Wales   James Barton Carter</div>		
<div>SIGNED by James Barton Carter the Attorney of Elizabeth Ann Burgess pursuant to Power of Attorney registered Book. 4697 No.78 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of Elizabeth Ann Burgess by the said attorney who is a solicitor in the state of New South Wales   James Barton Carter</div>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		





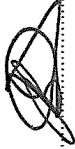


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 13 of 34 sheet(s)	
Office Use Only	
DP1245610	
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Subdivision Certificate number: .....	
Date of Endorsement: .....	
<p>SIGNED by James Barton Carter the Attorney of <i>Francesco Carmelo Vumbaca</i> pursuant to Power of Attorney registered Book. 4684 No.512 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Francesco Carmelo Vumbaca</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>James Barton Carter</p>	
<p>SIGNED by James Barton Carter the Attorney of <i>DB Net Pty Ltd</i> (ACN 055 210 145) pursuant to Power of Attorney registered Book. 4721 No.231 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>DB Net Pty Ltd</i> (ACN 055 210 145) by the said attorney who is a solicitor in the state of New South Wales</p> <p>James Barton Carter</p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 6525-A	






PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 14 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... Date of Endorsement: .....		
<div>SIGNED by James Barton Carter the Attorney of V H Benjamin Investments Pty Limited (ACN 154 162 697) pursuant to Power of Attorney registered Book. 4698 No.77 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div> <div> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of V H Benjamin Investments Pty Limited (ACN 154 162 697) by the said attorney who is a solicitor in the state of New South Wales  James Barton Carter</div>		
<div>SIGNED by James Barton Carter the Attorney of BLCV Pty Limited (ACN 135 427 262) pursuant to Power of Attorney registered Book. 4689 No.552 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div> <div> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of BLCV Pty Limited (ACN 135 427 262) by the said attorney who is a solicitor in the state of New South Wales  James Barton Carter</div>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		






PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 15 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSJ Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<b>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</b>		
Subdivision Certificate number: .....	.....	
Date of Endorsement: .....	.....	
<p>SIGNED by James Barton Carter the Attorney of <i>Titani Pty Limited</i> (ACN 155 516 733) pursuant to Power of Attorney registered Book. 4690 No.473 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  James Barton Carter</p> <p>Signed for and on behalf of <i>Titani Pty Limited</i> (ACN 155 516 733) by the said attorney who is a solicitor in the state of New South Wales</p>		
<p>SIGNED by James Barton Carter the Attorney of <i>C &amp; L Cameron Pty Limited</i> (ACN 001 263 458) pursuant to Power of Attorney registered Book. 4705 No.894 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  James Barton Carter</p> <p>Signed for and on behalf of <i>C &amp; L Cameron Pty Limited</i> (ACN 001 263 458) by the said attorney who is a solicitor in the state of New South Wales</p>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 16 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
<p>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</p> <p>Subdivision Certificate number: ..... Date of Endorsement: .....</p>		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SS/ Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<p>SIGNED by James Barton Carter the Attorney of Zaharoula Zafiris pursuant to Power of Attorney registered Book. 4737 No. 742 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <div><p>Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woolahra NSW 2025</p></div> <p>Signed for and on behalf of Zaharoula Zafiris by the said attorney who is a solicitor in the state of New South Wales</p> <div><p>James Barton Carter</p></div>		
<p>SIGNED by James Barton Carter the Attorney of Moorish Pty Limited (ACN 001 477 470) pursuant to Power of Attorney registered Book. 4710 No.595 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <div><p>Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woolahra NSW 2025</p></div> <p>Signed for and on behalf of Moorish Pty Limited (ACN 001 477 470) by the said attorney who is a solicitor in the state of New South Wales</p> <div><p>James Barton Carter</p></div>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		





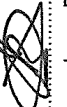







PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 18 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... Date of Endorsement: .....		
SIGNED by James Barton Carter the Attorney of Garry Maxwell Loosen pursuant to Power of Attorney registered Book. 4697 No. 339 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of Garry Maxwell by the said attorney who is a solicitor in the state of New South Wales   James Barton Carter
SIGNED by James Barton Carter the Attorney of R & M Asset Management Pty Ltd (ACN 605 885 087) pursuant to Power of Attorney registered Book. 4718 No.960 pursuant to Power of Attorney registered Book. 4710 No.595 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of R & M Asset Management Pty Ltd (ACN 605 885 087) by the said attorney who is a solicitor in the state of New South Wales   James Barton Carter
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		



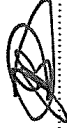


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 19 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<b>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</b>		
Subdivision Certificate number: ..... Date of Endorsement: .....		
<div><div>SIGNED by James Barton Carter the Attorney of <i>Robjoy Nominees Pty Limited (ACN 115 827 846)</i> pursuant to Power of Attorney registered Book. 4710 No. 113 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div><div> Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woollahra NSW 2025</div><div>Signed for and on behalf of <i>Robjoy Nominees Pty Limited (ACN 115 827 846)</i> by the said attorney who is a solicitor in the state of New South Wales</div><div> James Barton Carter</div></div>		
<div><div>SIGNED by James Barton Carter the Attorney of <i>Gary Redman</i> pursuant to Power of Attorney registered Book. 4697 No. 788 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div><div> Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woollahra NSW 2025</div><div>Signed for and on behalf of <i>Gary Redman</i> by the said attorney who is a solicitor in the state of New South Wales</div><div> James Barton Carter</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6525-A		




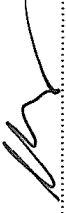

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 20 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018	DP1245610	
<p>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</p> <p>Subdivision Certificate number: ..... Date of Endorsement: .....</p>		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<p>SIGNED by James Barton Carter the Attorney of <i>Anthony Gennusa</i> pursuant to Power of Attorney registered Book. 4697 No. 578 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woolahra NSW 2025</p>		
<p>Signed for and on behalf of <i>Anthony Gennusa</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>		
<p>SIGNED by James Barton Carter the Attorney of <i>Diane Danielle Gennusa</i> pursuant to Power of Attorney registered Book. 4697 No. 577 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woolahra NSW 2025</p>		
<p>Signed for and on behalf of <i>Diane Danielle Gennusa</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		








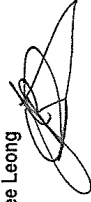


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 21 of 34 sheet(s)		Office Use Only
Registered:  5.9.2018		DP1245610
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		
Subdivision Certificate number: _____		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Date of Endorsement: _____		
<p>SIGNED by James Barton Carter the Attorney of <i>Arthur Koovousis</i> pursuant to Power of Attorney registered Book 4712 No. 712 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Arthur Koovousis</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>		
<p>SIGNED by James Barton Carter the Attorney of <i>Violet Koovousis</i> pursuant to Power of Attorney registered Book 4745 No. 961 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>.....  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Violet Koovousis</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>		
Surveyor's Reference: 6525-A		
If space is insufficient use additional annexure sheet		




PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 22 of 34 sheet(s)
Registered:  5.9.2018		Office Use Only
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610
Subdivision Certificate number: ..... Date of Endorsement: .....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 80(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
SIGNED by Maria Stamatakis the Attorney of George Stamatakis pursuant to Power of Attorney registered Book. 4716 No. 409 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   ..... Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of George Stamatakis by the said attorney   ..... Maria Stamatakis
SIGNED by James Barton Carter the Attorney of Russell John Lee pursuant to Power of Attorney registered Book. 4694 No. 502 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:   ..... Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of Russell John Lee by the said attorney who is a solicitor in the state of New South Wales   ..... James Barton Carter
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6525-A		






PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 23 of 34 sheet(s)	
Office Use Only	
DP1245610	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Registered:  5.9.2018	Office Use Only
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074	
Subdivision Certificate number: .....	
Date of Endorsement: .....	
<div>SIGNED by James Barton Carter the Attorney of <i>Gaynor Joy Lee</i> pursuant to Power of Attorney registered Book. 4697 No. 76 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div> <div> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of <i>Gaynor Joy Lee</i> by the said attorney who is a solicitor in the state of New South Wales</div> <div> James Barton Carter</div>	
<div>SIGNED by James Barton Carter the Attorney of <i>Capital Services (NSW) Pty Ltd</i> pursuant to Power of Attorney registered Book. 4740 No. 984 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</div> <div> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of <i>Capital Services (NSW) Pty Ltd</i> (ACN 606 175 259) by the said attorney who is a solicitor in the state of New South Wales</div> <div> James Barton Carter</div>	
Surveyor's Reference: 6525-A	
If space is insufficient use additional annexure sheet	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 24 of 34 sheet(s)	
Registered:  5.9.2018	Office Use Only
DP1245610	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<p>SIGNED by James Barton Carter the Attorney of <i>Josal Norminees Pty Ltd (ACN 083 169 877)</i> pursuant to Power of Attorney registered Book 4146, No. 480 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Josal Norminees Pty Ltd (ACN 083 169 877)</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
<p>SIGNED by James Barton Carter the Attorney of <i>Ronald Reginald Fitzgerald</i> pursuant to Power of Attorney registered Book. 4697 No. 580 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p> Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Ronald Reginald Fitzgerald</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 6525-A	






PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 25 of 34 sheet(s)	
Registered:  5.9.2018	Office Use Only <b>DP1245610</b>
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SS/ Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<p><b>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</b></p>	
Subdivision Certificate number: ..... Date of Endorsement: .....	
<p>SIGNED by James Barton Carter the Attorney of <i>Dalice Monica Fitzgerald</i> pursuant to Power of Attorney registered Book. 4697 No. 579 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>..... Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Dalice Monica Fitzgerald</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>	
<p>SIGNED by James Barton Carter the <i>Paul Bezzina</i> pursuant to Power of Attorney registered Book. <del>4741</del> No. <del>240</del> and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>..... Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of <i>Paul Bezzina</i> by the said attorney who is a solicitor in the state of New South Wales</p> <p>.....  James Barton Carter</p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 6525-A	



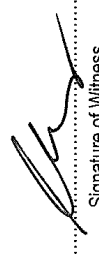


PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 26 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		Office Use Only		DP1245610	
Subdivision Certificate number: _____		Office Use Only		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: _____		Office Use Only			
SIGNED in my presence by Pearl Choy-Chee Leong who is personally known to me		By his/her duly constituted attorney James Barton Carter		Book 4147 No. 239	
				Pearl Choy Chee Leong	
Signature of Witness		Signature of Witness			
CLARE TONG		CLARE TONG			
Name of Witness		Name of Witness			
388 EDGECLIFF ROAD, WOOLLAHRA NSW 2025		388 EDGECLIFF ROAD, WOOLLAHRA NSW 2025			
Address of Witness		Address of Witness			
SIGNED by James Barton Carter the Attorney of M J Enterprise Services Pty Ltd (ACN 130 679 079) pursuant to Power of Attorney registered Book. 4745 No. 962 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		SIGNED for and on behalf of M J Enterprise Services Pty Ltd (ACN 130 679 079) by the said attorney who is a solicitor in the state of New South Wales			
				James Barton Carter	
Signature of Witness		Signature of Witness			
Clare Tong (Solicitor)		Clare Tong (Solicitor)			
388 Edgecliff Road		388 Edgecliff Road			
Woollahra NSW 2025		Woollahra NSW 2025			
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			


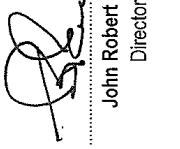
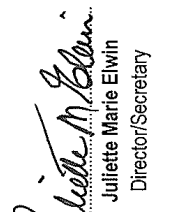


PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 27 of 34 sheet(s)	
Registered:  5.9.2018	Office Use Only
DP1245610	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<p>PLAN OF REDEFINITION OF LOTS 5 &amp; 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 &amp; 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 &amp; 12 SECTION M IN DP 193074</p> <p>Subdivision Certificate number: ..... Date of Endorsement: .....</p>	
<p>SIGNED by James Barton Carter the Attorney of Max Loosen pursuant to Power of Attorney registered Book. 4689 No. 376 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>..... Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of Max Loosen by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
<p>SIGNED by James Barton Carter the Attorney of A.C.N. 159 817 802 Pty Ltd (ACN 159 817 802) pursuant to Power of Attorney registered Book. 4729 No. 188 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:</p> <p>..... Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woollahra NSW 2025</p> <p>Signed for and on behalf of A.C.N. 159 817 802 Pty Ltd (ACN 159 817 802) by the said attorney who is a solicitor in the state of New South Wales</p> <p> James Barton Carter</p>	
Surveyor's Reference: 6525-A	
If space is insufficient use additional annexure sheet	






PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 28 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only			
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610			
Subdivision Certificate number: .....		This sheet is for the provision of the following information as required:			
Date of Endorsement: .....		<ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
EXECUTED by T G A J Pty Ltd ACN 002 246 175 in accordance with s127 of the Corporations Act 2001		 Raymond Ashley Harris Director			
		 Robyn Ellen Harris Director/Secretary			
SIGNED by James Barton Carter the Attorney of Ashley Robert Fulton pursuant to Power of Attorney registered Book. 4729 No. 633 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of Ashley Robert Fulton by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgcliff Road Woolahra NSW 2025		 James Barton Carter			
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			










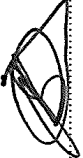
PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 29 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
Subdivision Certificate number: _____					
Date of Endorsement: _____					
SIGNED by James Barton Carter the Attorney of <i>Christina Lillian Fulton</i> pursuant to Power of Attorney registered Book. 4729 No. 631 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence: .....  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of <i>Christina Lillian Fulton</i> by the said attorney who is a solicitor in the state of New South Wales .....  James Barton Carter			
SIGNED by James Barton Carter the Attorney of <i>Bingpul and Associates Pty Ltd (ACN 001 977 699)</i> pursuant to Power of Attorney registered Book. 4745 No. 963 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence: .....  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of <i>Bingpul and Associates Pty Ltd (ACN 001 977 699)</i> by the said attorney who is a solicitor in the state of New South Wales .....  James Barton Carter			
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 30 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only		Office Use Only	
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required:		DP1245610	
Subdivision Certificate number: _____		• A schedule of lots and addresses - See 60(c) SSI Regulation 2017		• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919	
Date of Endorsement: _____		• Signatures and seals- see 195D Conveyancing Act 1919		• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
SIGNED in my presence by Ann Margaret Whiting who is personally known to me		 Ann Margaret Whiting			
Signature of Witness		 CLARE TONG Name of Witness		398 EDGECLIFF ROAD, WOOLLAHRA NSW 2025	
Address of Witness					
SIGNED by James Barton Carter the Attorney of David Fingret pursuant to Power of Attorney registered Book. 4697 No. 575 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		Signed for and on behalf of David Fingret by the said attorney who is a solicitor in the state of New South Wales  James Barton Carter	
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 31 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only  <b>DP1245610</b>			
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Subdivision Certificate number: ..... Date of Endorsement: .....					
EXECUTED by International Newspaper Distribution Pty Ltd ACN 003 879 721 in accordance with s127 of the Corporations Act 2001		 John Robert Elwin Director   Juliette Marie Elwin Director/Secretary			
SIGNED by James Barton Carter the Attorney of MIPA Holdings Pty Limited (ACN 143 526 354) pursuant to Power of Attorney registered Book. 4697 No. 576 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of MIPA Holdings Pty Limited (ACN 143 526 354) by the said attorney who is a solicitor in the state of New South Wales   James Barton Carter			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025					
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 32 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only			
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610			
Subdivision Certificate number: _____		This sheet is for the provision of the following information as required:			
Date of Endorsement: _____		<ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 185D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
SIGNED by James Barton Carter the Attorney of George Cassimatis pursuant to Power of Attorney registered Book. 4700 No. 724 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of George Cassimatis by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		 James Barton Carter			
SIGNED by James Barton Carter the Attorney of Arthur Ayrault pursuant to Power of Attorney registered Book. 4745 No. 960 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of Arthur Ayrault by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		 James Barton Carter			
Surveyor's Reference: 6525-A		If space is insufficient use additional annexure sheet			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 33 of 34 sheet(s)	
Office Use Only	Office Use Only
Registered:  5.9.2018	DP1245610
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<div>SIGNED by James Barton Carter the Attorney of Dalal Ayrouth pursuant to Power of Attorney registered Book 4745 No. 959 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of Dalal Ayrouth by the said attorney who is a solicitor in the state of New South Wales  James Barton Carter</div>	
<div>SIGNED by James Barton Carter the Attorney of Denise Alam Mawad pursuant to Power of Attorney registered Book. 4741 No. 985 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:  Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025</div> <div>Signed for and on behalf of Denise Alam Mawad by the said attorney who is a solicitor in the state of New South Wales  James Barton Carter</div>	
Surveyor's Reference: 6525-A	
If space is insufficient use additional annexure sheet	

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 34 of 34 sheet(s)	
Registered:  5.9.2018		Office Use Only			
PLAN OF REDEFINITION OF LOTS 5 & 8 IN DP235714, LOT 173 IN DP1191299, LOTS 51, 53 & 54 IN DP1196583, LOT 59 IN DP1196729, LOT 1 IN DP1200165, LOT 10 IN DP70287, LOTS 11 & 12 SECTION M IN DP 193074		DP1245610			
Subdivision Certificate number: ..... Date of Endorsement: .....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SS/Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
SIGNED by James Barton Carter the Attorney of <i>John Zafiris</i> pursuant to Power of Attorney registered Book. 4737 No. 741 and I certify that the said attorney, with whom I am personally acquainted signed this consent in my presence:		Signed for and on behalf of <i>John Zafiris</i> by the said attorney who is a solicitor in the state of New South Wales			
 Signature of Witness Clare Tong (Solicitor) 388 Edgecliff Road Woollahra NSW 2025		 James Barton Carter			
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 6525-A					

K 149223

D

CONVEYANCING ACT, 1919-1954  
REAL PROPERTY ACT, 1900

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

Office

I, JOHN WALTER HENRY State Crown Solicitors/ DO HEREBY CERTIFY that the  
copy Gazette Notification hereunto, annexed is a true copy of the Gazette Notification contained in the

Government Gazette of the Twentythird day of July, one thousand nine hundred  
an easement or right to the surface and the subsoil or undersurface of  
and sixtyfive, declaring that the land therein described, being the land mentioned in the Schedule

hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the  
in so far as the land mentioned in the Schedule hereunder written is concerned  
said Notification/as if the same were a Memorandum of Transfer of the land therein described duly executed

under the Real Property Act, 1900, and I, the said JOHN WALTER HENRY

HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900,

AND I FURTHER CERTIFY that I was appointed by writing dated the Second day  
of December, one thousand nine hundred and sixtyfour under his seal

by THE MINISTER FOR PUBLIC WORKS

to sign this Certificate on behalf of the said Minister and that I have received no notice  
or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 6		Deposited Plan 223539	PART C.T.	9871	166
		Being the land delineated in the plan annexed hereto marked "A"			
Pt. Land in R.P.A. No. 24954		Rooty Hill Cumberland	PART C.T.	4709	24
		Being the land delineated in the plan annexed hereto marked "B"			

DATED this 28th day of October, in the year of Our Lord  
one thousand nine hundred and sixty-five

SIGNED by the said JOHN WALTER HENRY

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

~~Share of~~

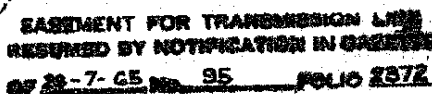
SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINES

Parish of Rooty Hill County of Cumberland

我

Per. 118

16390



*W. Smith* of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929-46

P. 6324

Date : 12. 12. 64

Field Book No.



Municipality of Blacktown  
Shire of

A

(133)

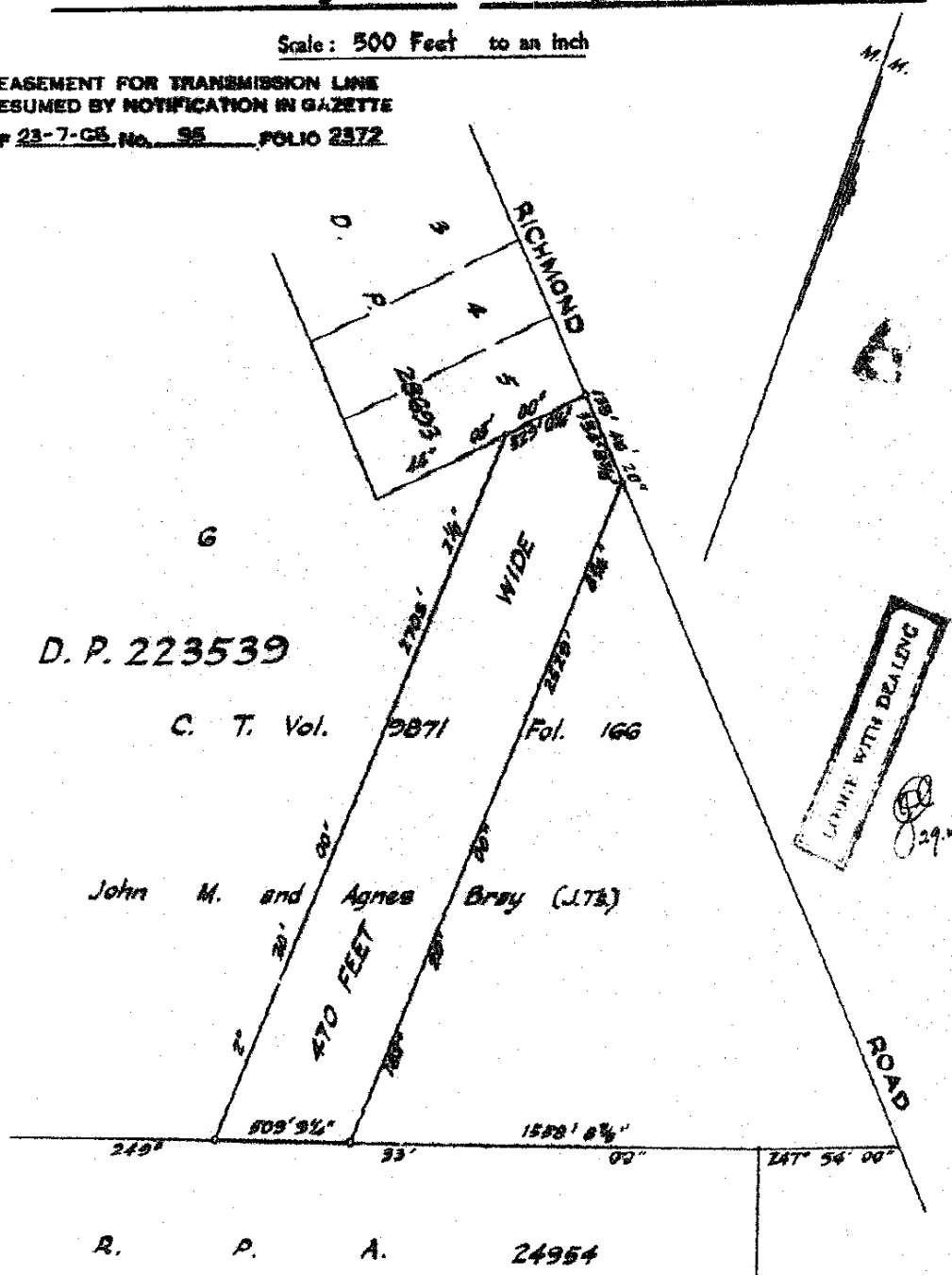
THE ELECTRICITY COMMISSION OF N.S.W.  
VALES POINT - SYDNEY WEST  
SYDNEY WEST - SYDNEY NORTH No 2  
330KV. TRANSMISSION LINES  
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINES

Parish of Rooty Hill      County of Cumberland

Scale: 500 Feet to an inch

EASEMENT FOR TRANSMISSION LINE  
RESUMED BY NOTIFICATION IN GAZETTE  
OF 23-7-65 No. 95 FOLIO 2372



Date: 4.12.64

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P/6323A

[Published in Government Gazette No. 95 of 23rd  
July, 1965.]

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED,  
—THE PUBLIC WORKS ACT, 1912, AS AMENDED  
VALES POINT-SYDNEY WEST 330KV TRANSMISSION LINES AND  
SYDNEY WEST-SYDNEY NORTH No. 2 330KV TRANSMIS-  
SION LINE

Acquisition of Easements

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

Dated at Sydney, this 14th day of July, 1965.

E. W. WOODWARD, Governor.

By His Excellency's Command,

P. H. MORTON, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Municipality of Blacktown, parish of Rooty Hill and county of Cumberland, being part of lot 6, Deposited Plan No. 223,539; Commencing at the easternmost corner of lot 5, Deposited Plan No. 28,693; and bounded thence on the north-east by a south-western side of Richmond Road bearing 133 degrees 46 minutes 20 seconds 334 feet 81 inches; on the east by a line bearing 182 degrees 20 minutes 2,529 feet 81 inches to the south-eastern boundary of the said lot 6; on the south-east by part of that boundary bearing 249 degrees 33 minutes 509 feet 91 inches; on the west by a line bearing 2 degrees 20 minutes 2,703 feet 21 inches to the south-eastern boundary of the said lot 5, Deposited Plan No. 28,693; thence on the north-west by part of that boundary bearing 44 degrees 3 minutes 329 feet 04 inch to the point of commencement, — and said to be in the possession of J. M. and A. Bray (P. 6,323A) (133) (24).

And also, all that piece or parcel of land situate as last aforesaid, being part of the land in Real Property Application 24,954; Commencing at a point on the northernmost north-western boundary of the land in Real Property Application 24,954 bearing 69 degrees 33 minutes distant 2,094 feet 91 inches from the north-western corner of that land; and bounded thence on the north-west by part of that north-western boundary bearing 69 degrees 33 minutes 509 feet 91 inches; on the east and south-east by lines bearing 182 degrees 20 minutes 8,991 feet 101 inches and 210 degrees 31 minutes 20 seconds 226 feet 101 inches respectively to the southern boundary of the land in Real Property Application 24,954; on the south by part of that boundary bearing 270 degrees 14 minutes 231 feet 71 inches; on the north-west and west by lines bearing 30 degrees 31 minutes 20 seconds 293 feet 6 inches and 2 degrees 20 minutes 8,632 feet 9 inches respectively; again on the south-east by a line bearing 209 degrees 49 minutes 20 seconds 4,447 feet 111 inches to the western boundary of the aforesaid land in Real Property Application 24,954; on the west by parts of that boundary bearing successively 26 minutes 30 seconds 168 feet 01 inch and 10 minutes 30 seconds 369 feet 11 inches; again on the north-west and west by lines bearing 29 degrees 49 minutes 20 seconds 3,905 feet 14 inches and 2 degrees 20 minutes 56 feet 31 inches respectively to the point of commencement, — and said to be in the possession of Frank G. Watts (P. 6,324) (134) (23) (File 23,070, Schedule 68). (3578)

Sydney: V. C. N. Blight, Government Printer—1965

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

Witness

*[Signature]* *[Signature]*

K 149223

No. ....

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

NOTICE OF RESUMPTION

of Easement for Transmission Lines.

M.P.D.

Particulars entered in Register Book,

Vol. 9871 . Fol. 166 

P
---

  
4709 24

day of March the 15<sup>th</sup> 1966  
at — minutes 10  
o'clock in the fore noon.

Jaworski  
Registrar-General.



97-11R



# REQUEST

Real Property Act 1900



0  
767468 P

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**  
If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
1170R	<b>PETER HOPLEY</b> <b>9 MARTIN STREET</b> <b>ROSELANDS, NSW, 2196</b>	
REFERENCE (max 15 characters):		

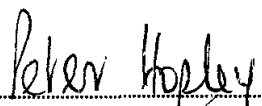
(E) **APPLICANT**

**THE NEW SOUTH WALES ELECTRICITY TRANSMISSION  
AUTHORITY**

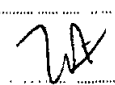
(F) **REQUEST**

**REQUESTS:**

The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the **NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY** as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

  
PETER HOPLEY  
Authorised Agent of  
New South Wales Electricity  
Transmission Authority

CHECKED BY (office use only)



VALUES POINT - SYDNEY WEST 330 KV TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION				METHOD OF CREATION			DEALING
127	P6317	LOT 1	DP 594977	FI	1 / 594977	R.GG 1.10.1965	NO 128	FOL. 3207	K250025
		LOT 210	DP 830505	FI	210 / 830505	R.GG 1.10.1965	NO 128	FOL. 3207	K250025
		LOT 211	DP 830505	FI	211 / 830505	R.GG 1.10.1965	NO 128	FOL. 3207	K250025
128	P6318	LOT 12	DP 816720	FI	12 / 816720	R.GG 1.10.1965	NO 128	FOL. 3207	K230248
129	P6319	LOT 1	DP 57249	FI	1 / 57249	R.GG 1.10.1965	NO 128	FOL. 3207	K230248
130	P6320	LOT 13	DP 816720	FI	13 / 816720	R.GG 1.10.1965	NO 128	FOL. 3207	K230248
131	P6321	LOT 99	DP 752061	FI	99 / 752061	R.GG 1.10.1965	NO 128	FOL. 3207	K230248
132	P6322A	LOT 4	DP 235714	FI	4 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
133	P6323A	LOT 4	DP 235714	FI	4 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149224
		LOT 5	DP 235714	FI	5 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 6	DP 235714	FI	6 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 7	DP 235714	FI	7 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 8	DP 235714	FI	8 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 9	DP 235714	FI	9 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 10	DP 235714	FI	10 / 235714	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 2	DP 262886	FI	2 / 262886	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
		LOT 3	DP 262886	FI	3 / 262886	R.GG 23.7.1965	NO 95	FOL. 2374	K149223
135	P6561	LOT 1	DP 447543	FI	1 / 447543	TRANSFER and GRANT			K503344

(G) STANDARD EXECUTION

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

DATE 27th November 1995

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

Elizabeth Mitchell

Signature of Witness

ELIZABETH MITCHELL

Name of Witness (BLOCK LETTERS)

4 NORTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168

Address of Witness

Peter Hopley

Signature of Applicant

Authorised Agent of  
New South Wales Electricity  
Transmission Authority

0

767468

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



Form: 01TG

Release: 3.1

**TRANSFER  
GRANTING EASEMENT**

New South Wales

Real Property Act 1900

**AN355150V**

**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.

**(A) TORRENS TITLE**

Servient Tenement  51/1196583	Dominant Tenement  EASEMENT IN GROSS
-------------------------------------	--

**(B) LODGED BY**

Document Collection Box  <b>673T</b>	Name, Address or DX, Telephone, and Customer Account Number if any ENDEAVOUR ENERGY - DX8148 BLACKTOWN - ATT:JOHN LUCICH john.lucich@endeavourenergy.com.au - 42522817 Customer Account #102871V Reference: JL - RP4794	CODE  <b>TG</b>
--	---	-----------------------

**(C) TRANSFEROR**

UPG 3 PTY LIMITED - ABN:76 163 638 364
--

**(D)** The transferor acknowledges receipt of the consideration of \$ \_\_\_\_\_  
and transfers and grants—

**(E) DESCRIPTION OF EASEMENT**

EASEMENT FOR UNDERGROUND CABLES 6 WIDE SHOWN AS (D) IN DP1228261 ON THE TERMS SET OUT IN ANNEXURE A
---

out of the servient tenement and appurtenant to the dominant tenement.

**(F)** Encumbrances (if applicable): \_\_\_\_\_

**(G) TRANSFeree**

Epsilon Distribution Ministerial Holding Corporation - ABN 59 253 130 878 Ref: RP4794
--

**DATE** - - 30/4/2018

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: UPG 3 PTY LIMITED ABN: 76 163 638 364

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: BHART BHUSHAN  
Sole Director / Secretary

Name of authorised person:

Office held:

Director

I certify that I am an eligible witness and that the Transferee's attorney signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness: Natasha Isaac

Name of witness: NATASHA ISAAC

Address of witness: ENDEAVOUR ENERGY  
C/151 Huntingwood Drive  
HUNTINGWOOD

Signature of attorney: Helen Smith

Attorney's name:

Position held:

Signing on behalf of:

Helen Smith

Manager Property & Fleet

Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)

Power of attorney:

Book 4734 No.883

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

## TRANSFER GRANTING EASEMENT

### ANNEXURE A

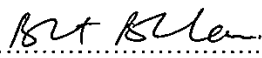
TORRENS TITLE	Servient Tenement	Dominant Tenement
	51/1196583	EASEMENT IN GROSS
TRANSFEROR	UPG 3 PTY LIMITED – ABN: 76 163 638 364	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

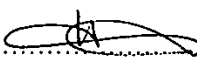
#### 1.0 Definitions

- 1.1 **easement site** means that part of the servient tenement that is affected by the easement defined on DP1228261.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **Transferee** means Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **Transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

#### 2.0 The Transferee may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

  
.....  
Attorney for the Transferor  
BHART BHUSHAN

  
.....  
Attorney for the Transferee




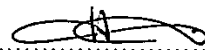
## TRANSFER GRANTING EASEMENT

### ANNEXURE A

TORRENS TITLE	Servient Tenement	Dominant Tenement
	51/1196583	EASEMENT IN GROSS
TRANSFEROR	UPG 3 PTY LIMITED – ABN: 76 163 638 364	
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- 3.0 In exercising its rights under this easement the Transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The Transferor agrees that, without the prior written permission of the Transferee and in accordance with such conditions as the Transferee may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site by The Transferee.
- 5.0 The Transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 6.0 Lessee of The Transferee's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the Transferor grants to the Transferee the easement and acknowledges and agrees that any lessee of the Transferee's distribution system, and any nominee of such lessee (which may include a sub lessee of the Transferee's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Transferee as if that lessee or nominee were the Transferee, but only for so long as the lessee leases the Transferee's distribution system from the Transferee.

  
.....  
Attorney for the Transferor  
BHART GHOSHAN

  
.....  
Attorney for the Transferee

## TRANSFER GRANTING EASEMENT

### ANNEXURE B

TORRENS TITLE	Servient Tenement	Dominant Tenement
	51/1196583	EASEMENT IN GROSS
TRANSFEROR	UPG 3 PTY LIMITED – ABN: 76 163 638 364	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

### Consent of Mortgagee – Mortgage AM850731

WIN SENIOR No.211 PTY LIMITED, being the Mortgagee under dealing AM850731 on Certificate of title folio 51/1196583, hereby consents to the registration of the Transfer Granting Easement creating an easement for Underground Cables in favour of Epsilon Distribution Ministerial Holding Corporation.



Leon Gryfenberg  
DIRECTOR



Ryan Levin DIRECTOR



No. **L58858** 60 MAY 28 PM 1:28



R.P. 13A

New South Wales

Fees:—  
Lodgment  
Endorsement

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

*Handwritten initials and signature*

*Handwritten: 11-00*

*Handwritten: 28/5/68*

**1, BLACKTOWN PASTORAL PTY. LIMITED** of Eastern Creek.

This form may be used where restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

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

(herein called transferor)

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

(**\$15000.00**) (the receipt whereof is hereby acknowledged) paid to it by

**GEORGE WILLIAM EDWARD MILLAR** and **HEATHER ELIZABETH MILLAR**

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**GEORGE WILLIAM EDWARD MILLAR** of 79 Turriell Point Road Caringbah  
**Taxi Driver** and **HEATHER ELIZABETH MILLAR** his wife as joint tenants

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	ROOTY HILL	WHOLE	10757	65	

And the transferee covenant(s) with the transferor its successors and assigns that no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor without the consent of the Transferor its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on the Transferees their executors administrators and assigns only during the ownership of the said adjoining land by the Transferor its successors or assigns other than purchasers on sale.

d Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made: or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

**ENCUMBRANCES, &c., REFERRED TO.**

Easement created by resumption Nos. <sup>surplusage</sup> K149224 and K149223.

e A very short note will suffice

K 1165—2 Sr 437—

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

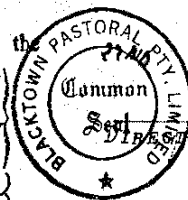
g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at SYDNEY

Signed in my presence by the transferor  
in the presence of the transferor  
HEREUNTO AFFIXED BY AUTHORITY  
OF A RESOLUTION OF THE BOARD  
OF DIRECTORS IN THE PRESENCE  
OF A DIRECTOR WHOSE SIGNATURE  
IS SET OPPOSITE HERETO, AND  
IN THE PRESENCE OF:

E. J. Sellar Jones  
SECRETARY



day of May 19 68.

[Signature]  
Transferor.

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

Signed in my presence by the transferees

WHICH ARE PERSONALLY KNOWN TO ME

[Signature]  
Director  
Hurstville

J. Miller  
H. Miller

Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. **L58858**

Lodged by

Address **ROY DRENNER & CO**  
**EDMONTON**

Phone No. **HURSTVILLE 2220**  
**57.4484**

**PARTIAL DISCHARGE OF MORTGAGE.**  
(N.B.—Before execution read marginal note.)

I,

*mortgagee under Mortgage No.*  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudices to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *this* day of 19

Signed in my presence by

who is personally known to me

Mortgagee.

**DOCUMENTS LODGED HERewith**  
To be filled in by person lodging dealing

1. *CT* Received Docs.  
2. Nos.  
3. *S*  
4. Receiving Clerk  
5.  
6.  
7.

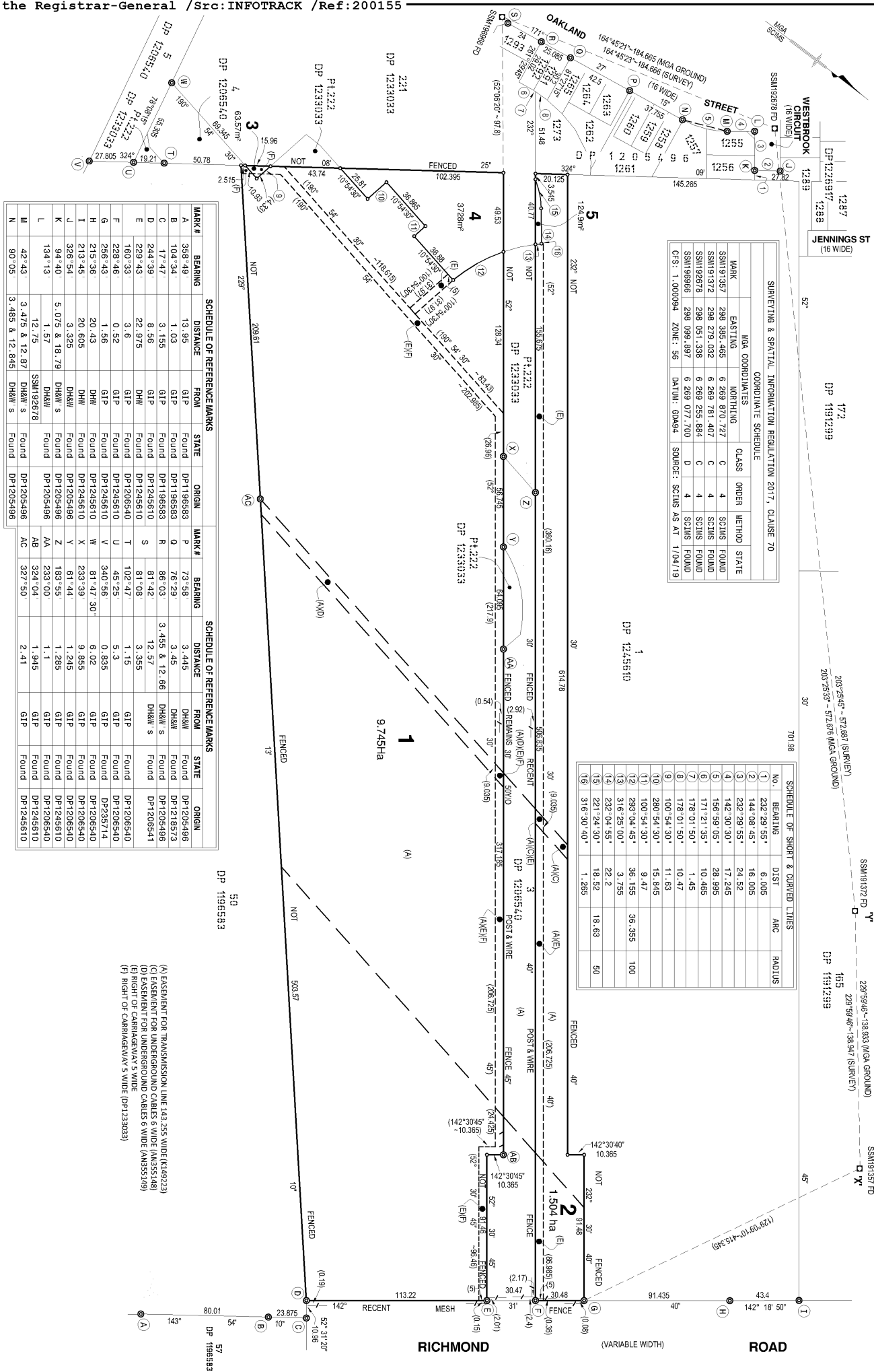
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	<b>MEMORANDUM OF TRANSFER</b>
<i>[initials]</i>	<i>Government</i>
Checked by	Particulars entered in Register Book
<i>M</i>	6.6.1968
Passed (in S.D.B.) by	at <i>12 noon</i>
Signed by	<i>[Signature]</i> Registrar General

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded to Registrar		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

Assessment created by *[initials]* on *[initials]* K149224 and K149223.




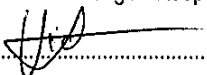
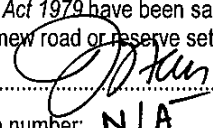
Surveyor:  
VICTORIA TESTER  
Date: 04/04/2019  
Surveyor's Ref: 6525-2

PLAN OF SUBDIVISION OF LOTS 2 &amp; 3 IN DP1245610

**LGA:** BLACKTOWN  
**Locality:** MARSDEN PARK  
**Reduction Ratio** 1:1500  
**Lengths are in metres.**

REGISTERED  
20/11/2019

DP1252908

<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  20/11/2019</p> <p>Title System: <b>TORRENS</b></p>		<div style="text-align: right; font-size: small;">Office Use Only</div> <h1 style="text-align: center; margin: 0;">DP1252908</h1>
<p><b>PLAN OF</b> SUBDIVISION OF LOTS 2 &amp; 3 IN DP 1245610</p>		<p>LGA: <b>BLACKTOWN</b></p> <p>Locality: <b>MARSDEN PARK</b></p> <p>Parish: <b>ROOTY HILL</b></p> <p>County: <b>CUMBERLAND</b></p>
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, <b>VICTORIA TESTER</b> of <b>SDG LAND DEVELOPMENT SOLUTIONS</b> <b>P.O. Box 2572, NORTH PARRAMATTA 1750</b></p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 4<sup>TH</sup> April 2019, or</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding**</del> .....  <del>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del></p> <p>Datum Line: 'X'-'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 04/04/2019</p> <p>Surveyor Identification No: 8514        Surveyor registered under        the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.        **Specify the land actually surveyed or specify any land shown in the plan that</small></p>		<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p> <hr/> <p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u><b>Judith Portelli</b></u>.....        *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: <u><b>N/A</b></u> .....</p> <p>Consent Authority: <u><b>Blacktown City Council</b></u> .....</p> <p>Date of endorsement: <u><b>16.10.19</b></u> .....</p> <p>Subdivision Certificate number: <u><b>SC-19-00144</b></u> .....</p> <p>File number: <u><b>DA-17-01596</b></u> .....</p> <p><small>*Strike through if inapplicable.</small></p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1245610</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 6525-2</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>


AMENDED IN NSW LRS AT SURVEYOR'S REQUEST 11/11/19



PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  20/11/2019

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 2 & 3 IN DP 1245610

DP1252908

Subdivision Certificate number: SC-19-00144

Date of Endorsement: 16.10.19

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

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

STREET ADDRESSES FOR ALL LOTS ARE UNKNOWN

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED,

TO CREATE:

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

Surveyor's Reference: 6525-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet <sup>3</sup>2 of <sup>4</sup>8 sheet(s)

Registered:  20/11/2019

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 2 & 3 IN DP 1245610

DP1252908

Subdivision Certificate number: SC-19-00144


Date of Endorsement: 16.10.19

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESSES FOR ALL LOTS ARE UNKNOWN

EXECUTED by )  
UPG 4 Pty Limited )  
ACN 156 210 374 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
Bhart Bhushan  
Sole Director/Secretary

Surveyor's Reference: 6525-2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet <sup>4</sup> ~~3~~ of <sup>4</sup> ~~3~~ sheet(s)

Registered:



20/11/2019

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOTS 2 & 3 IN DP 1245610

DP1252908

Subdivision Certificate number: .....SC-19-00144.....

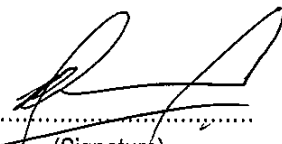
Date of Endorsement: .....16.10.19.....

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

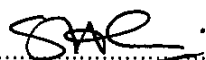
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Consent of Mortgagee

EXECUTED by )  
Alceon Group No. 70 Pty Limited )  
ACN 624 002 688 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
(Signature)

MORRIS SYMONDS  
(Print Name)  
Director

  
(Signature)

SHAKSEN ALI  
(Print Name)  
Director/Secretary

Surveyor's Reference: 6525-2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 5 sheets)

Plan:

**DP1252908**

Plan of Subdivision of Lots 2 & 3 in DP1245610

covered by Subdivision Certificate No. ~~SC.19.00.144~~

Full name and address of the  
owner of the land:

UPG 4 Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW 2145

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the Use of Land	1,2,3,4 & 5	Blacktown City Council
2	Right of Carriageway 5 Wide (E)	1 2	3 & 4 5
3	Restriction on the Use of Land	3, 4 & 5	Blacktown City Council

BLACKTOWN CITY COUNCIL

  
Judith Portelli

Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 5 sheets)

Plan:

**DP1252908**

Plan of Subdivision of Lots 2 & 3 in DP1245610

covered by Subdivision Certificate No. **SC.19.00144**

**PART 2**

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

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill, the assessment of site contamination and salinity including any remediation works, an aboriginal archaeological assessment, the payment of Section 7.11 Contributions and payment of the SIC levies.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 1 is **Blacktown City Council**

**2. Terms of Right of Carriageway numbered 2 in the plan**

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

The Right of Carriageway is only permitted until the benefited lots have direct access to a dedicated public road.

Name of Person or Authority whose consent is required to terms of the Right of Carriageway numbered 2 in the plan is **Blacktown City Council**.

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

No further development to increase density of the lots burdened is to be considered, unless a Development Application is made that includes an access proposal that meets with the requirements of Council.

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

BLACKTOWN CITY COUNCIL

  
Judith Portelli

Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 5 sheets)

Plan:

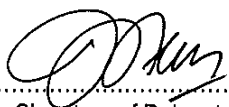
**DP1252908**

Plan of Subdivision of Lots 2 & 3 in DP1245610

covered by Subdivision Certificate No. **SC-19-00144**

**PART 2**

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

  
.....  
Signature of Delegate

**Judith Portelli**  
.....  
Name of Delegate

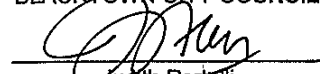
**Manager Development Services**  
.....  
Position of Delegate

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

  
.....  
Signature of Witness

**Kristy-lee Bulloch**  
.....  
Name of Witness  
**C/- Blacktown City Council**  
**62 Flushcombe Road**  
**BLACKTOWN NSW 2148**  
.....  
Address of Witness

BLACKTOWN CITY COUNCIL

  
.....  
Judith Portelli  
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 5 sheets)

Plan:

**DP1252908**

Plan of Subdivision of Lots 2 & 3 in DP1245610

covered by Subdivision Certificate No. SC-19-00144

**PART 2**

EXECUTED by )  
UPG 4 Pty Limited )  
ACN 156 210 374 )  
in accordance with s127 of )  
the Corporations Act 2001 )

Bhart Bhushan  
**Bhart Bhushan**  
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....  
Authorised Officer

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 5 sheets)

Plan:

**DP1252908**

Plan of Subdivision of Lots 2 & 3 in DP1245610  
covered by Subdivision Certificate No. ...SC-19-00144

**PART 2**

Consent of Mortgagee

EXECUTED by )  
Alceon Group No. 70 Pty Limited )  
ACN 624 002 688 )  
in accordance with s127 of )  
the Corporations Act 2001 )

(Signature)

Trevor Loewensohn

(Print Name)  
Director

(Signature)

(Signature)

Melanie Hedges

(Print Name)  
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

Authorised Officer

REGISTERED



20/11/2019



Form: 11R

Licence:

Licensee:

**REQUEST**  
**New South Wales**  
**Real Property Act 1900**



**AI596868X**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) author.

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.

**(A) STAMP DUTY**

If applicable. Office of State Revenue use only

**(B) TORRENS TITLE**

~~2/1191653~~, 3/1191653, 4/1191653, 6/235714

**(C) REGISTERED DEALING**

Number

Torrens Title

**(D) LODGED BY**

Document  
Collection  
Box

898<sup>S</sup>

Name, Address or DX, Telephone and Customer Account Number if any

CORRS

LPN 123648 F

CODE

R

Reference (optional):

Mj: Woorang Park

**(E) APPLICANT**

Stockland Development Pty Limited ACN 000 064 835

**(F) NATURE OF REQUEST**

Registration of Planning Agreement pursuant to section 93H of the Environmental Planning and Assessment Act 1979

**(G) TEXT OF REQUEST**

The Registrar General is requested to register on the folio of the register the Planning Agreement annexed hereto and marked 'A'.

**DATE**

22 / 05 / 2014  
dd mm yyyy

- (H)** I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence.  
[See note\* below].

Signature of witness:

**MICHELLE MADELINE PHIBBS**

Name of witness: Solicitor of the Supreme Court  
Address of witness: of New South Wales

Level 25, 183 Castlereagh St,  
Sydney, NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: **ANDREW JAMES WHITSON**

Signing on behalf of: **STOCKLAND DEVELOPMENT**

Power of attorney - Book: **4537**

- No.: **671**

**PTY LTD**

- (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 / applicant's solicitor / applicant's agent 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

EXHIBITURE "A"



**HOLDING REDLICH**

**Minister for Planning and Infrastructure**

ABN 38 755 709 681

and

**Woorong Park Pty Limited**

ACN 094 493 428

**Winten (14) Pty Limited**

ACN 092 479 626

**Winten Developments Pty Limited**

ACN 003 513 219

**Stockland Development Pty Limited**

ACN 000 064 835

**Stockland Corporation Ltd**

ACN 000 181 733

**Planning Agreement**

Environmental Planning and Assessment Act 1979

Sydney . Melbourne . Brisbane

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THIS deed is dated

30 September

2013

**PARTIES:**

**MINISTER FOR PLANNING AND INFRASTRUCTURE** (ABN 38 755 709 681) of Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales, 2000 (**Minister**)

**WOORONG PARK PTY LTD** (ABN 51 094 493 428) as trustee of the Woorong Park Trust (ABN 58 006 628 844) of Level 10, 61 Lavender Street, Milsons Point, New South Wales (**Woorong Park**)

**WINTEN (14) PTY LIMITED** (ACN 092 479 626) as trustee of the Winten (14) Trust (ABN 17 092 479 626) of Level 10, 61 Lavender Street, Milsons Point, New South Wales (**Winten (14)**)

**WINTEN DEVELOPMENTS PTY LIMITED** (ACN 003 513 219) as trustee of the St Leonards Unit Trust (ACN 936 379 867) of Level 10, 61 Lavender Street, Milsons Point, New South Wales (**Winten Guarantor**)

**STOCKLAND DEVELOPMENT PTY LIMITED** (ACN 000 064 835) of Level 25, 133 Castlereagh Street, Sydney, New South Wales (**Stockland**)

**STOCKLAND CORPORATION LTD** (ACN 000 181 733) of Level 25, 133 Castlereagh Street, Sydney, New South Wales (**Stockland Guarantor**)

**INTRODUCTION:**

- A** The Minister, Winten (No 25) Pty Limited and Woorong Park entered into the Initial Planning Agreement.
- B** Under the Initial Planning Agreement, Winten (No 25) Pty Limited and Woorong Park:
- (i) sought a change to the SEPP in the form of a Draft SEPP to facilitate the accelerated rezoning of the Marsden Park Precinct;
  - (ii) agreed to provide certain contributions to meet the needs created by the future development of the Marsden Park Precinct; and
  - (iii) agreed to obtain the Minister's approval of the Services Infrastructure Strategy and the Servicing Infrastructure Implementation Plan prior to the public exhibition of the Draft SEPP.
- C** Winten (No 25) Pty Limited and Woorong Park proposed to make an offer to enter into a further planning agreement with the Minister to provide further contributions to meet the needs created by the future development of the Marsden Park Precinct prior to the exhibition of the Draft SEPP.
- D** Winten (No 25) Pty Limited transferred its interest in the Stockland Land to Stockland on 2 July 2012.

- E** Stockland owns the Stockland Land and may become the owner of the Woorong Park Land. Stockland intends to develop the Land for residential purposes.
- F** As at the date of this deed, Woorong Park is the owner of the Woorong Park Land and Winten (14) is the developer of the Woorong Park Land.
- G** Stockland, Winten (14) and Woorong Park have offered to enter into this deed with the Minister to provide and secure the further contributions to meet the needs created by the future development of the Marsden Park Precinct.
- H** For the purposes of this deed, apart from its obligation to dedicate the Electricity Substation Land, all of Stockland's and the Stockland Guarantor's obligations under this deed in relation to the Land will only be triggered once it becomes the owner of any lot described in Schedule 3 as being owned by Woorong Park (**Purchase Trigger Date**) and until such time, all references in this deed to:
- (a) "the Developer" are references to Winten (14); and
  - (b) "the Guarantor" are references to the Winten Guarantor.
- I** Upon Stockland becoming the owner of any lot described in Schedule 3 as being owned by Woorong Park:
- (a) Stockland shall be known as "the Developer" for the purposes of this deed; and
  - (b) the Stockland Guarantor's obligations shall commence.
- J** Once Stockland becomes "the Developer" under the deed, the Stockland Guarantor has agreed to guarantee the performance of Stockland and to indemnify the Minister for any costs and expenses incurred by the Minister in rectifying any default of Stockland under this deed.
- K** For the period during which "the Developer" under this deed is Winten (14), the Winten Guarantor has agreed to guarantee the performance of Winten (14) and Woorong Park and to indemnify the Minister for any costs and expenses incurred by the Minister in rectifying any default of Winten (14) or Woorong Park under this deed, including any Residual Liabilities.

**IT IS AGREED:**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this **deed**, unless the context clearly indicates otherwise:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Actual Cost**, in relation to the Road Improvement Works, means:

- (a) the final certified contract cost inclusive of variations at completion of the Construction Contract;
- (b) in relation to the land upon which the Road Improvement Works are to be constructed;
  - (i) the land acquisition costs for the roads and any buffers as paid by the Developer (or its nominee) or the amount that the Developer is required to reimburse to any Authority for the acquisition of the roads and buffers; and
  - (ii) remediation of the land including, but not limited to, remediation of any contamination, asbestos and/or lead,
- (c) utility service adjustments (including relocation of pylons); and
- (d) other costs (not exceeding in total an amount that is 15% of the amount in paragraph (a) above) incurred and paid by the Developer to third parties for the following:
  - (i) design of the Road Improvement Works, project management fees, investigations, consultant fees, studies or reports specifically required for the Road Improvement Works and any revision of those costs; and
  - (ii) any licence, approval, authority, permit or permission specifically required to be obtained for or in relation to the carrying out of the Road Improvement Works.

**Address for Service** means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

**Approval** means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by law, an Authority, Sydney Water, Endeavour Energy or RMS for carrying out of the works the subject of this deed or the Development.

**Authority** means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an eligible financial institution for the purposes of Treasury Circular NSW TC08/01 dated 21 February 2008 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,



to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Business Day** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

**Commercial Premises** has the same meaning as commercial premises under the Standard Instrument.

**Construction Certificate** has the same meaning as in the Act.

**Construction Contract** means a contract between the Developer and a third party, for the carrying out of the Road Improvement Works by that third party.

**Contributions** means the aggregate of the:

- (a) Education Land Contribution;
- (b) Electricity Substation Land Contribution;
- (c) Road Improvement Works Contribution; and
- (d) Sydney Water Infrastructure Contribution.

**Determination** means the *Environmental Planning and Assessment (Special Infrastructure Contribution - Western Sydney Growth Areas) Determination 2011* as amended as at the date of this deed.

**Developer** means:

- (a) Winten (14) from the date of operation of this deed until the Purchase Trigger Date; and
- (b) Stockland from the Purchase Trigger Date, except in respect of Stockland's obligation to dedicate the Electricity Substation Land in accordance with Schedule 4.

**Development** means the development of the Land for approximately 2,400 Urban Lots.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means the Contributions to be provided by the Developer in accordance with Schedule 4.

**Director-General** means the Director-General of the Department of Planning and Infrastructure from time to time.

**Draft SEPP** means any draft environmental planning instrument proposed to amend the SEPP that will allow the Development to proceed.

**Education Land** means the site comprising approximately 3 hectares of the Land and identified as the 'Northern Primary School Site' on the plan attached to this deed as Annexure B or as otherwise agreed in writing between the Developer and the Minister.

**Education Land Contribution** means the dedication of the Education Land.

**Electricity Substation Land** means the site comprising approximately 1 hectare of Land and identified as the 'Substation Site' on the plan attached to this deed as Annexure B, or as otherwise agreed between the Developer, the Minister and Endeavour Energy.

**Electricity Substation Land Contribution** means the dedication of the Electricity Substation Land.

**Endeavour Energy** means Endeavour Energy established under the *Energy Services Corporations Act 1995* (NSW).

**Explanatory Note** means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

**Growth Centres** has the same meaning as in the SEPP.

**GST** means any form of goods and services tax payable under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Guarantee and Indemnity** means the guarantee of the Developer's performance of its obligations under this deed and indemnity in favour of the Minister as set out in Schedule 5.

**Initial Planning Agreement** means the agreement entered into between the Minister and Winten No. 25 Pty Ltd and Woorong Park dated 30 July 2011.

**Land** means the land described in Schedule 3 of this deed.

**Land Owner** means the registered proprietor of the relevant part of the Land from time to time.

**Marsden Park Precinct** means the Marsden Park Precinct which is shown on the North West Growth Centre Precinct Boundary Map, as defined in the SEPP.

**Planning Application** means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land.

**Plan of Subdivision** means a registered plan of subdivision within the meaning of the section 195 of the *Conveyancing Act 1919* (NSW).

**Practical Completion** means either:

- (a) where the expression is defined in a Road Works Agreement or Sydney Water Works Agreement, the definition of "Practical Completion" in those agreements;
- (b) where the expression is not defined in a Road Works Agreement, that stage in the execution of the Road Improvement Works under the relevant Road Works Agreement where:
  - (i) the Road Improvement Works (including any associated works necessary for public access) have been completed for their intended public use, except for minor defects and minor omissions which:
    - (A) do not impede use of the Road Improvement Works by the public for the continuous safe passage of vehicular traffics and pedestrians;
    - (B) will not impede or obstruct the convenient and safe use of the Road Improvement Works during rectification of the defects; and
    - (C) RMS's authorised representative determine that the Developer has reasonable grounds for not rectifying prior to public use;
  - (ii) all relevant laws in respect of the Road Improvement Works have been satisfied;
  - (iii) all documents, certifications and information required under the Road Works Agreement which, in the opinion of the RMS, are essential for the use, operation and maintenance of the Road Improvement Works have been supplied including all Approvals required to be obtained from the relevant Authorities and all other information requested by the RMS; and
  - (iv) with the approval of the RMS, the Developer has commissioned into operation the Road Improvement Works, including all plant

incorporated in the Road Improvement Works and any traffic signalling equipment and the Developer has demonstrated to the RMS that the commissioning has been successful; and

- (c) where the expression is not defined in a Sydney Water Developer Works Deed, in relation to the Sydney Water Infrastructure Works, the issue of a Section 73 Compliance Certificate issued under section 73 of the *Sydney Water Act 1994* (NSW) in relation to those works.

**Purchase Trigger Date** means the date upon which Stockland becomes the owner of any lot described in Schedule 3 as being owned by Woorong Park.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**Register** means the Torrens title register maintained under the Real Property Act.

**Registrar-General** means the Registrar General who maintains the Register.

**Related Entity** has the same meaning as in the *Corporations Act 2001* (Cth).

**Residential Accommodation** has the same meaning as residential accommodation under the Standard Instrument.

**Residual Liabilities** means any liabilities of the Winten Entities arising under this deed prior to the Purchase Trigger Date.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

**Road Improvement Works** means the Richmond Road upgrade works comprising the Stage 1A Road Works, Stage 1B Road Works and Stage 2 Road Works (or either of them as the case may be) and any other road works agreed by the Developer, the Minister and the RMS.

**Road Improvement Works Contribution** means the carrying out and completion of the Road Improvement Works by the Developer as set out in Schedule 4.

**Road Works Agreement** means a works authorisation deed or other legally binding agreement between the Developer and the RMS which governs the carrying out and completion of the Road Improvement Works.

**Road Works Plan** means the plan outlining the Road Improvement Works attached to this deed at Annexure A.

**RMS** means the Road and Maritime Services or any similar Authority that may be established from time to time.

**SEPP** means the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

**Service Lot** means a lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to an Authority;
- (b) for any public utility undertaking within the meaning of the Standard Instrument;
- (c) to be association property within the meaning of the *Community Land Development Act 1989* (NSW); or
- (d) for open space, recreation, environmental conservation, drainage or riparian land management,

but does not include a Super Lot.

**Services Infrastructure Strategy** has the same meaning as in the Initial Planning Agreement.

**Servicing Infrastructure Implementation Plan** has the same meaning as in the Initial Planning Agreement.

**SIC Discharge Amount** means each amount to be applied against the Developer's liability to pay a Special Infrastructure Contribution pursuant to Schedule 6.

**Special Infrastructure Contribution** means a contribution payable in connection with development of the Land determined in accordance the Determination or any subsequent or amended determination, or any other kind of payment required in connection with regional or State infrastructure with respect to the development of the Land.

**Special Purpose Financial Report** means a report prepared by an independent auditor commissioned by the Winten Guarantor in relation to the activities of the St Leonards Unit Trust which must include a statement of financial performance and a statement of financial position for the year ended 30 June 2012.

**Stage 1A Road Works** means that phase of the Road Improvement Works which comprise the construction of the interim intersection associated with the first access point to the Marsden park Precinct (**Access Road 2 interim intersection**) as generally set out in the Road Works Plan.

**Stage 1B Road Works** means that phase of the Road Improvement Works which comprises:

- (a) the construction of the first access point to the Marsden Park Precinct (**Access Road 2**);
- (b) the upgrade of Richmond Road and Garfield Road (interim configuration); and
- (c) excluding the Stage 1A Road Works,

as generally set out in the Road Works Plan.

**Stage 2 Road Works** means that stage of the Road Improvement Works which comprise the construction of four lanes on Richmond Road between Garfield Road and Access Road 2, including the relocation of pylons at Access Road 2, as generally set out in the Road Works Plan.

**Standard Instrument** means *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this deed.

**Stockland Entities** means Stockland and the Stockland Guarantor.

**Stockland Land** means that part of the Land being Lots 3, 4 and 6 of Deposited Plan 235714.

**Strata Certificate** has the same meaning as in the Strata Schemes Act.

**Strata Plan** means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

**Strata Schemes Act** means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Subdivision Certificate** has the same meaning as in the Act.

**Subdivision Certificate Application** means an application for a Subdivision Certificate.

**Super Lot** means a lot that forms part of the Land which, following the registration of a Plan of Subdivision, is intended for further subdivision (including strata and community title subdivision):

(a) for Residential Accommodation; or

(b) to be used for Commercial Premises

but does not include a Service Lot.

**Sydney Water** means Sydney Water Corporation established under the *Sydney Water Act 1994* (NSW).

**Sydney Water Developer Works Deed** means a legally binding agreement or agreements between the Developer and Sydney Water which govern the:

(a) funding requirement for; or

(b) design, construction and vesting and any other ancillary matters,

related to the Sydney Water Infrastructure Works.

**Sydney Water Infrastructure Contribution** means the funding of or construction of the Sydney Water Infrastructure Works.

**Sydney Water Infrastructure Works** means the:

- (a) **Wastewater Works**; being the construction of a sewer trunk main, water pipes for a length of approximately 6 kilometres from the Marsden Park Precinct through to Riverstone, a pump station and a rising main in accordance with Sydney Water's requirements to facilitate the removal and treatment of sewage from the whole of the Marsden Park Precinct Stage 1, being either works A1 or B1 as listed in Table 30, page 97 of the Marsden Park Wastewater Servicing Report by Sinclair Knights Merz dated June 2012 as nominated by Sydney Water; and
- (b) **Water Works**; being the construction of an extension from the Minchinbury Water System to the Marsden Park Precinct involving the following components:
  - (i) Upsizing the DN250 pipework being installed to service the Marsden Park Industrial Precinct Stage 1 to DN450; and
  - (ii) Installing a DN450 pipe to connect into the upsized Stage 1 Marsden Park Industrial Precinct pipework to provide water to the Marsden Park Precinct Stage 1 along Richmond Road; or
- (c) any other system as agreed between the Developer and Sydney Water as an alternative to either or both of the systems described in subclauses (a) and (b) above,

in accordance with Sydney Water's requirements to facilitate the provision of water to the Marsden Park Precinct.

**Tax** means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

**Urban Lot** means a lot that forms part of the Land to be created by the registration of a:

- (a) Plan of Subdivision and is intended to be developed for Residential Accommodation; or
- (b) Strata Plan and has been or is being developed for Residential Accommodation,

but excluding any Service Lots and Super Lots.

**Winten Entities** means Woorong Park, Winten (14) and the Winten Guarantor.

**Woorong Park Land** means that part of the Land owned by Woorong Park as at the date of this deed, being Lots 11, 12 and 13 in Deposited Plan 1178982.

## 1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) the obligations of the Winten Entities and the Stockland Entities are several and a warranty in favour of all or any of them benefits them severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;



- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## 2 OPERATION AND APPLICATION OF THIS DEED

### 2.1 Operation

- (a) The provisions of this deed will commence from the date the Draft SEPP commences within the meaning of section 34(5) of the Act.
- (b) Upon commencement of this deed in accordance with clause 2.1(a) above:
  - (i) Stockland's obligations in relation to the Electricity Substation Land will operate;
  - (ii) subject to clause 2.1(b)(i), all references in this deed up to the Purchase Trigger Date to:
    - (A) the "Developer" are references to Winten (14); and
    - (B) the "Guarantor" are references to the Winten Guarantor.
  - (iii) subject to clause 2.1(b)(i), all references in this deed after the Purchase Trigger Date to:
    - (A) the "Developer" are references to Stockland; and
    - (B) the "Guarantor" are references to the Stockland Guarantor.
- (c) Notwithstanding clause 14.2, after the Purchase Trigger Date, the Winten Entities will not be a party to any amendment to this deed, except where such an amendment materially adversely affects Woorong Park as a Land Owner under this deed.
- (d) Woorong Park must be given at least 20 Business Days notice by the Stockland Entities of any intention to amend this deed in any way.

## **2.2 Planning agreement under the Act**

This deed constitutes a planning agreement within the meaning of section 93F of the Act.

## **2.3 Application**

This deed applies to:

- (a) the Land; and
- (b) the Development.

## **3 APPLICATION OF SECTIONS 94, 94A AND 94EF OF THE ACT**

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

## **4 DEVELOPMENT CONTRIBUTION**

### **4.1 Developer to provide Development Contribution**

The Developer undertakes to provide to the Minister or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

### **4.2 Acknowledgement**

The Developer acknowledges and agrees that, subject to the provisions of section 93F of the Act and clause 3 of Schedule 4 to this deed, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

### **4.3 Special Infrastructure Contribution Discharge**

The Minister will, on the terms set out in Schedule 6, agree to partially or fully (as nominated by the Developer) discharge the liability of the Developer or its nominee to make a Special Infrastructure Contribution imposed under any Development Consent(s) from which the Developer or its nominee is entitled to benefit and that apply to:

- (a) the Land; or
- (b) any other developments undertaken by the Developer or its nominee within the Growth Centres,

in consideration of the performance of all or part of the Developer's obligations under this deed.

#### 4.4 Tradeable credits and future offsets

- (a) If and when the NSW Government introduces a new scheme which enables the Developer to utilise SIC Discharge Amounts as an offset to obligations of another person or to offset other obligations of the Developer within the Growth Centres to make a Special Infrastructure Contribution or provide any other public benefit permitted under the Act, then promptly after any request from the Developer, the Minister and the Developer will meet to discuss how the Developer might utilise its SIC Discharge Amounts under that scheme and the Minister will take reasonable steps to enable the Developer to do so (to the extent that it is within the Minister's power to take those steps) and within a reasonable time.
- (b) Notwithstanding clause 4.4(a), prior to the commencement of any new legislation, policy or direction regarding the nature, quantum or timing of provision of State or regional infrastructure contributions and funding (**New Infrastructure Legislation**), promptly after any request from the Developer, the Minister and the Developer will meet to discuss how the Developer might utilise its SIC Discharge Amounts under the New Infrastructure Legislation and the Minister will take reasonable steps to enable the Developer to do so (to the extent that it is within the Minister's power to take those steps) and within a reasonable time.
- (c) Winten (14) and Stockland have the benefit of clauses 4.4(a) and 4.4(b) regardless of which of them is "the Developer" at the relevant time.

#### 4.5 Review of deed

- (a) Subject to clause 2.1(c), this deed may be reviewed or modified and any review or modification of this deed will be conducted in the circumstances and in the manner determined by the parties.
- (b) The Parties acknowledge that at the date of this deed, the NSW State Government is reviewing the quantum, nature and method of delivery of infrastructure required to facilitate residential development in NSW.
- (c) In the event that:

- (i) the Determination is amended and the Special Infrastructure Contribution is reduced below the Special Infrastructure Contribution as at the date of this deed; or
  - (ii) the:
    - (A) value of the Education Land Contribution exceeds \$6 million;
    - (B) cost of that part of the Road Improvement Works Contribution that comprise the Stage 1A Road Works and Stage 1B Road Works together exceed \$12.5 million;
    - (C) cost of that part of the Road Improvement Works Contribution that comprise the Stage 2 Road Works exceeds \$12.5 million; or
  - (iii) the legislation, Determination or policies are amended with respect to infrastructure contributions as they apply to the Growth Centres; or
  - (iv) if there is a change to RMS requirements, which will impact upon and require reconsideration of the Road Improvement Works contemplated by this deed; or
  - (v) the RMS has failed to acquire any land or obtain any construction or access easements or licences required to enable the Developer to carry out the Road Improvement Works within 18 months of the Developer notifying the RMS in writing that it proposes to commence the relevant portion of the Road Improvement Works,
- then the Minister and the Developer agree to meet and review the deed.
- (d) For the purpose of clause 4.5(c)(ii):
    - (i) the value of the Education Land Contribution is to be determined by the Minister, acting reasonably, after receiving an independent valuation of the Education Land provided by the Developer at the same time as the Developer issues a notice to the Minister under clause 3.1(a) of Schedule 4;
    - (ii) the value of the Stage 1A Road Works and Stage 1B Road Works is to be determined by the Minister, acting reasonably, after receiving an independent report prepared by a suitably qualified quantity surveyor as to the cost of the Stage 1A Road Works and the Stage 1B Road Works following completion of 80% detail design and prior to the Developer issuing a letter of acceptance within the meaning of AS4000-1997 (or a similar form of letter) that

authorises the commencement of the Stage 1A Road Works and the Stage 1B Road Works; and

- (iii) the value of the Stage 2 Road Works is to be determined by the Minister, acting reasonably, after receiving an independent report prepared by a suitably qualified quantity surveyor as to the cost of the Stage 2 Road Works following completion of 80% detail design and prior to the Developer issuing a letter of acceptance within the meaning of AS4000-1997 (or a similar form of letter) that authorises the commencement of the Stage 2 Road Works.
- (e) If a review of this deed is carried out under clause 4.5(c)(iv) or 4.5(c)(v) (even if that is not the only reason why the review is carried out):
  - (i) the parties must consider during that review process, the Developer's development program and critical development path; and
  - (ii) the Developer is taken not to be in breach of this deed as a result of not having carried out the relevant Road Improvement Works.

## **5 ENFORCEMENT**

### **5.1 Developer to provide security**

- (a) The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by procuring from the Stockland Guarantor and the Winten Guarantor respectively the Guarantee and Indemnity in favour of the Minister.
- (b) At the request of the Developer, the Stockland Guarantor and the Winten Guarantor respectively agree to provide the Guarantee and Indemnity.

### **5.2 Winten (14) to provide Bank Guarantees**

- (a) Winten (14) must procure from the Winten Guarantor a Special Purpose Financial Report and provide it to the Minister as soon as practicable after the date this deed commences.
- (b) If Winten (14) remains the Developer for the purposes of this deed but:
  - (i) has not provided a Special Purpose Financial Report to the Minister within 9 months of the commencement of this deed, or
  - (ii) has provided such a report and the Minister has notified the developer in writing within 45 days of receiving that report that he is not satisfied with the report,

then Winten (14) agrees to provide, or procure, the Bank Guarantees as set out in Schedule 7.

- (c) Winten (14) agrees that the provision of the Bank Guarantees is in addition to the security required by clause 5.1.

## **6 REGISTRATION**

### **6.1 Registration of deed**

Within 30 Business Days of the operation of this deed in accordance with clause 2.1(a), the Developer at its own expense will take all reasonably practicable steps to procure:

- (a) the consent of each person who:
  - (i) has an estate or interest in the Land registered under the Real Property Act; or
  - (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant certificates of title; and
- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

### **6.2 Evidence of registration**

The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

### **6.3 Electricity Substation Land**

- (a) This clause 6.3 applies if a separate lot is created for the Electricity Substation Land before the date that this deed is required to be registered in accordance with clause 6.1 (**Registration Date**).
- (b) Clauses 6.1 and 6.2 do not apply to the Electricity Substation Land if the Developer satisfies the Minister, within 6 months of the Registration Date, that a contract for sale or transfer has been executed in favour of Endeavour Energy for the Electricity Substation Land.

#### **6.4 Release and discharge of deed**

The Minister must promptly do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land (such that the deed is no longer registered by the Registrar-General under section 93H of the Act in relation to that part of the Land) upon:

- (a) the occurrence of any of the release and discharge provisions in clause 13; or
- (b) the issuing of a Subdivision Certificate or Strata Certificate (as the case may be) in respect of any lot other than a Super Lot, and the Minister being satisfied, acting reasonably and without delay, that the Developer is otherwise in material compliance with this deed.

#### **6.5 Lots other than Super Lots**

- (a) This deed is not to remain registered under section 93H in relation to any lot other than a Super Lot, subject to the Minister being satisfied, acting reasonably and without delay, that the Developer is otherwise in material compliance with this deed.
- (b) If through error or other reason this deed is registered on the title to any lot (including the Electricity Substation Land) other than a Super Lot, each party must do such things as are reasonably necessary, as requested by the other, to facilitate the lodging and grant of a request for the registration of this deed to be removed from the title to that lot.

#### **6.6 Interest in Land**

- (a) Stockland represents and warrants that it is the owner of the Stockland Land.
- (b) Woorong Park represents and warrants that it is:
  - (i) the owner of the Woorong Park Land as trustee of the Woorong Park Trust; and
  - (ii) legally entitled to obtain all consents and approvals to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 6.

### **7 SUBDIVISION CERTIFICATES PRECONDITIONS**

The Minister acknowledges that the preconditions to be satisfied under this deed prior to the issue of a Subdivision Certificate under the Act only relate to the Subdivision Certificates referred to in the second column of the table at clause 1,

Schedule 4 and they do not relate to any other Subdivision Certificates issued in respect of the Development.

## **8 DISPUTE RESOLUTION**

### **8.1 Not commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

### **8.2 Written notice of dispute**

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

### **8.3 Attempt to resolve**

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

### **8.4 Mediation**

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

### **8.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.



## **8.6 Not use information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

## **8.7 No prejudice**

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

## **9 GST**

### **9.1 Definitions**

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

### **9.2 Intention of the parties**

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

### **9.3 Reimbursement**

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

### **9.4 Consideration GST exclusive**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

## **9.5 Additional Amounts for GST**

To the extent an amount of GST is payable on a supply made by a party under or in connection with this deed (the **GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Minister.

## **9.6 Non monetary consideration**

Clause 9.5 applies to non-monetary consideration.

## **9.7 Assumptions**

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer will assume the Minister is not entitled to any input tax credit.

## **9.8 No merger**

This clause will not merge on completion or termination of this deed.

# **10 ASSIGNMENT AND NOVATION**

## **10.1 Consent**

- (a) This deed is personal to each party and no party may assign the rights or benefits of this deed to any person except:
  - (i) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this deed; or
  - (ii) to any other person, with the prior consent of the other parties, provided that such consent must not be unreasonably withheld.
- (b) This clause does not apply to the assignment of any SIC Discharge Amounts to any nominee of the Developer.

## 10.2 Developer's right to assign or novate

- (a) Prior to seeking the consent of the Minister to a proposed assignment or novation of its rights or obligations under this deed, the Developer must:
  - (i) satisfy the Minister, who must act reasonably and without delay, that the person to whom the Developer's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required in order to perform the Developer's obligations under this deed insofar as those obligations have been novated to the Incoming Party; and
  - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister who must act reasonably and without delay, under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party was the Developer.
- (b) The Developer will pay the Minister's reasonable costs and expenses incurred under this clause 10.2.

## 10.3 Land Owner's right to transfer Land

- (a) The Landowner must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land on which this deed remains registered under section 93H of the Act.
- (b) Notwithstanding clause 10.3(a) the Landowner may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Land Owner:
  - (i) satisfies the Minister acting reasonably and without delay that the Transferee has sufficient assets, resources and expertise required in order to perform any of the remaining obligations of the Land Owner under this deed or satisfies the Minister acting reasonably and without delay that the Land Owner will continue to be bound by the terms of this deed after the transfer has been effected; and
  - (ii) satisfies the Minister acting reasonably and without delay that it is not in material breach of its obligations under this deed.
- (c) This clause does not apply to the Electricity Substation Land if the transferee is Endeavour Energy or another appropriate Authority.
- (d) The Developer will pay the Minister's reasonable costs and expenses incurred under this clause 10.3.

#### **10.4 Transfer of land between Stockland and Woorong Park**

- (a) The provisions of clauses 10.1 to 10.3 do not apply where:
  - (i) Woorong Park transfers any part of the Land it owns to Stockland, or.
  - (ii) Stockland transfers any part of the Land it owns to Woorong Park or any Related Entity of Stockland.
- (b) The transferee under clause 10.4(a) must notify the Minister in writing within 20 Business Days of the transfer indicating that the transfer has occurred and identifying what Land has been transferred.

#### **10.5 Release**

On transfer of any part of the Land in compliance with this clause 10, the parties agree that the Developer, the Land Owner, the Stockland Guarantor or the Winten Guarantor, as the case may be, are released from all undertakings and all obligations arising that remain to be performed in relation to that transferred land.

### **11 CAPACITY**

#### **11.1 General warranties**

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

#### **11.2 Trustee Developer – Winten (14)**

- (a) Winten (14) represents and warrants that:
  - (i) it is the sole trustee of the Winten (14) Trust (ABN 17 092 479 626) and no action has been taken to remove or replace it;
  - (ii) it is authorised under the trust deed of the Winten (14) Trust to enter into this deed;
  - (iii) it is not in breach of the trust deed of the Winten (14) Trust; and
  - (iv) it has the power under the deed constituting the Winten (14) Trust to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and

performance of this deed under the trust deed constituting the Winten (14) Trust.

- (b) If the trustee of the Winten (14) Trust is replaced in accordance with the trust deed of the Winten (14) Trust, then:
- (i) the Minister and the replacement trustee will enter into a new deed on the same terms as this deed; and
  - (ii) the Minister and the outgoing trustee will release each other from the requirement to observe and perform any future obligation under this deed; and
  - (iii) the outgoing trustee will pay the reasonable costs and expenses of the Minister in relation to the replacement of a trustee under this clause and the costs and expenses of registering any new deed on the title to the Land.

### 11.3 Trustee Guarantor – Winten Guarantor

- (a) Winten Guarantor represents and warrants that:
- (i) it is the sole trustee of the St Leonards Unit Trust (ABN 62 936 379 867) and no action has been taken to remove or replace it;
  - (ii) it is authorised under the trust deed of the St Leonards Unit Trust to enter into this deed;
  - (iii) it is not in breach of the trust deed of the St Leonards Unit Trust; and
  - (iv) it has the power under the deed constituting the St Leonards Unit Trust to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the trust deed constituting the St Leonards Unit Trust.
- (b) If the trustee of the St Leonards Unit Trust is replaced in accordance with the trust deed of the St Leonards Unit Trust, then:
- (i) the Minister and the replacement trustee will enter into a new deed on the same terms as this deed; and
  - (ii) the Minister and the outgoing trustee will release each other from the requirement to observe and perform any future obligation under this deed; and
  - (iii) the outgoing trustee will pay the reasonable costs and expenses of the Minister in relation to the replacement of a trustee under this

clause and the costs and expenses of registering any new deed on the title to the Land.

#### **11.4 Trustee Land Owner – Woorong Park**

- (a) Woorong Park represents and warrants that:
  - (i) it is the sole trustee of the Woorong Park Trust (ABN 58 006 628 844) and no action has been taken to remove or replace it;
  - (ii) it is authorised under the trust deed of the Woorong Park Trust to enter into this deed;
  - (iii) it is not in breach of the trust deed of the Woorong Park Trust; and
  - (iv) it has the power under the deed constituting the Woorong Park Trust to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the trust deed constituting the Woorong Park Trust.
- (b) If the trustee of the Woorong Park Trust is replaced in accordance with the trust deed of the Woorong Park Trust, then:
  - (iv) the Minister and the replacement trustee will enter into a new deed on the same terms as this deed; and
  - (v) the Minister and the outgoing trustee will release each other from the requirement to observe and perform any future obligation under this deed; and
  - (vi) the outgoing trustee will pay the reasonable costs and expenses of the Minister in relation to the replacement of a trustee under this clause and the costs and expenses of registering any new deed on the title to the Land.

#### **11.5 Power of attorney**

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

#### **11.6 Separate liabilities**

- (a) The Minister acknowledges and agrees that:
  - (i) neither Stockland nor the Stockland Guarantor has any liability in respect of and to the extent of any breach of this deed by the Winten Entities or any of them; and

- (ii) the Winten Entities have no liability in respect of and to the extent of any breach of this deed by the Stockland Entities or either of them.
- (b) The Minister agrees that a Party who has no liability because of the operation of clause 11.6(a) may not be joined in any proceedings instituted by the Minister against a defaulting party.

## 12 REPORTING REQUIREMENT

- (a) On each anniversary of the date of this deed or as otherwise agreed with the Director-General, until such time as the Developer has provided the Contributions in accordance with this deed, the Developer must deliver to the Director-General a report which must include those matters set out in clauses (b).
- (b) The report must include:
  - (i) details of all Development Consents granted in relation to the Development;
  - (ii) a schedule that details all Contributions provided under this deed as at the date of the report; and
  - (iii) an estimated date for when the Developer expects to lodge the next Planning Application.
- (c) Upon the Director-General's request, the Developer must deliver to the Director-General all documents and other information which, in the reasonable opinion of the Director-General are necessary for the Director-General to assess the status of the Development.

## 13 RELEASE AND DISCHARGE

- (a) The Developer, the Land Owner, the Stockland Guarantor and the Winten Guarantor (as the case may be), will be released and discharged from their undertakings and obligations under this deed if:
  - (i) Either or both of the Draft SEPP (once it has commenced) or this deed are declared void or invalid by a Court of competent jurisdiction.
  - (ii) The Developer has fulfilled all of its obligations under the deed to the Minister's reasonable satisfaction.
  - (iii) The deed is terminated.

- (iv) The parties agree that the performance of the deed has been frustrated by an event outside the control of the parties to the deed.

## **14 GENERAL PROVISIONS**

### **14.1 Entire deed**

The Initial Planning Agreement and this deed constitutes the entire agreement between the parties regarding the matters set out in them and supersedes any prior representations, understandings or arrangements made between all the parties, whether orally or in writing.

### **14.2 Variation**

This deed must not be varied except by a later written document executed by all parties.

### **14.3 Waiver**

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### **14.4 Further assurances**

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

### **14.5 Time for doing acts**

- (a) If:
  - (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this deed,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.



#### **14.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

#### **14.7 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

#### **14.8 Preservation of existing rights**

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

#### **14.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

#### **14.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

#### **14.11 Relationship of parties**

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

#### **14.12 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

#### **14.13 No fetter**

Nothing in this deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

#### **14.14 Explanatory note**

The Explanatory Note must not be used to assist in construing this deed.

#### **14.15 Expenses and Taxes**

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation and execution of this deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed except that any stamp duty payable in respect of Land transferred to an Authority will be paid as contemplated by Schedule 4.
- (d) The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to clauses 14.15(a) and (b).
  - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
  - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

#### **14.16 Notices**

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
  - (i) hand delivered; or
  - (ii) sent by facsimile transmission; or

- (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
  - (i) hand delivered, on the date of delivery;
  - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
  - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

## SCHEDULE 1

**Table 1 – Requirements under section 93F of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
<b>Planning instrument and/or development application – (section 93F(2))</b>  The Developer has: <ul style="list-style-type: none"> <li>(a) sought a change to an environmental planning instrument.</li> <li>(b) made, or proposes to make, a Development Application.</li> <li>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Yes</li> <li>(b) Yes</li> <li>(c) No</li> </ul>
<b>Description of land to which this deed applies – (section 93F(3)(a))</b>	See Schedule 3
<b>Description of change to the environmental planning instrument to which this deed applies and/or the development to which this deed applies – (section 93F(3)(b))</b>	<ul style="list-style-type: none"> <li>(a) An amendment to the SEPP in the form of a Draft SEPP to allow the Development as permissible with consent; and</li> <li>(b) The Development.</li> </ul>
<b>The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))</b>	See Schedule 4
<b>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</b>	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
<b>Applicability of section 94EF of the Act – (section 93F(3)(d))</b>	The application of section 94EF of the Act is not excluded in respect of the Development.
<b>Consideration of benefits under this deed if section 94 applies – (section 93F(5))</b>	No
<b>Mechanism for Dispute Resolution – (section 93F(3)(f))</b>	See clause 8

REQUIREMENT UNDER THE ACT	THIS DEED
<b>Enforcement of this deed</b> – (section 93F(3)(g))	See clause 5, clause 6, clause 3.2 of Schedule 4, clause 4.2 of Schedule 4, Schedule 5 and Schedule 7
<b>No obligation to grant consent or exercise functions</b> – (section 93F(10))	See clause 14.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT OR REGULATION	THIS DEED
<b>Registration of the Planning Agreement</b> – (section 93H of the Act)	Yes (see clause 6)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued</b> – (clause 25E(2)(g) of the Regulation)	Yes
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued</b> – (clause 25E(2)(g) of the Regulation)	No
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued</b> – (clause 25E(2)(g) of the Regulation)	Yes

**SCHEDULE 2**

**Address for Service (clause 1.1)**

**Minister**

**Contact:** The Director-General

**Address:** Department of Planning and Infrastructure  
23-33 Bridge Street  
SYDNEY NSW 2000

**Facsimile No:** (02) 9228 6191

**Woorong Park**

**Contact:** David Rothwell

**Address:** Woorong Park Pty Ltd  
Level 10, 61 Lavender Street  
MILSONS POINT NSW 2061

**Facsimile No:** (02) 9929 5001

**Winten (14)**

**Contact:** David Rothwell

**Address:** Winten (14) Pty Limited  
Level 10, 61 Lavender Street  
MILSONS POINT NSW 2061

**Facsimile No:** (02) 9929 5001

**Winten Guarantor**

**Contact:** David Rothwell

**Address:** Winten Developments Pty Limited  
Level 10, 61 Lavender Street  
MILSONS POINT NSW 2061

**Facsimile No:** (02) 9929 5001

**Stockland**

**Contact:** General Manager, Residential Development, NSW

**Address:** Stockland Development Pty Limited  
Level 25, 133 Castlereagh Street  
SYDNEY NSW 2000

**Facsimile No:** (02) 8988 2000

**Stockland Guarantor**

**Contact:** General Counsel

**Address:** Stockland Corporation Limited  
Level 25, 133 Castlereagh Street  
SYDNEY NSW 2000

**Facsimile No:** (02) 8988 2000

**SCHEDULE 3**

**Land (clause 1.1)**

**1 Lots proposed for development**

<b>Lot</b>	<b>Deposited Plan</b>	<b>Folio Identifier</b>	<b>Land Owner</b>
3	235714	3/235714	Stockland Development Pty Limited
4	235714	4/235714	Stockland Development Pty Limited
6	235714	6/235714	Stockland Development Pty Limited
11	1178982	11/1178982	Woorong Park Pty Ltd
12	1178982	12/1178982	Woorong Park Pty Ltd
13	1178982	13/1178982	Woorong Park Pty Ltd



## SCHEDULE 4

### Development Contributions (clause 4)

#### 1 Development Contributions

The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Timing
Road Improvement Works Contribution	<p>(a) <b>Practical Completion of Stage 1A Road Works</b> – prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1<sup>st</sup> Urban Lot or such later date as agreed between the Developer and RMS; and</p> <p>(b) <b>Practical Completion of Stage 1B Road Works</b> – prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 200<sup>th</sup> Urban Lot or such later date as agreed between the Developer and RMS; and</p> <p>(c) <b>Practical Completion of Stage 2 Road Works</b> - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1201<sup>st</sup> Urban Lot or such later date as agreed between the Developer and RMS.</p>
Education Land Contribution	<b>Dedication of the Education Land at no cost to the Minister</b> - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1200 <sup>th</sup> Urban Lot.
Electricity Substation Land	<b>Dedication of the Electricity Substation Land at no cost to the Minister</b> - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1 <sup>st</sup> Urban Lot.

<p>Sydney Water Infrastructure Contribution</p>	<p>(a) <b>Practical Completion of the Water Works</b> - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 1st Urban Lot or such later date as agreed between the Developer and Sydney Water; and</p> <p>(b) <b>Practical Completion of the Wastewater Works</b> - prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 300th Urban Lot or such later date as agreed between the Developer and Sydney Water.</p>
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## 2 Road Improvement Works Contribution

- (a) For each of the Stage 1A Road Works, Stage 1B Road Works and Stage 2 Road Works, the Developer must:
  - (i) enter into a Road Works Agreement with RMS upon terms and conditions which each of the RMS and the Developer have agreed in respect of the carrying out and completion of the applicable stage of the Road Improvement Works; and
  - (ii) achieve Practical Completion of each applicable stage of the Road Improvement Works within the timing specified in the table in clause 1 of this Schedule 4.
- (b) The Developer must notify the Minister promptly following entry into a Road Works Agreement and provide the Minister with a copy of that agreement.
- (c) The Developer must comply with the terms and conditions of the Road Works Agreement including any requirement to provide security and achieve Practical Completion of the Road Improvement Works.
- (d) For the purposes of clause 26 of the Determination, the Minister acknowledges and agrees that the Road Works Agreement is a works-in-kind agreement and meets the requirements of clause 26 of the Determination.
- (e) At least 14 days prior to any application for a Subdivision Certificate or Strata Certificate (as the case may be) relating to each stage of the Road Improvement Works as set out in the table to clause 1 of this Schedule, the Developer must provide notice to the Minister in writing that such an application is intended to be made.
- (f) If the Minister becomes aware, or is satisfied (after receiving a written request from the Developer), that the NSW State Government or the Commonwealth Government of Australia have committed to funding or completing any part of the Road Improvement Works, the Minister is to

send a notice (**Release Notice**) to the Developer within 30 Business Days of the earlier of either becoming aware of that fact, or of receiving the Developer's request identifying the relevant aspect of the Road Improvement Works that will be funded or completed. On and from the date of the Release Notice, the Developer is released from its obligations to complete the relevant aspect of the Road Improvement Works identified in the Release Notice as a Contribution under this deed.

### 3 Education Land Contribution

#### 3.1 Dedication of the Education Land

- (a) For the purpose of this clause, at least 6 months before the Developer applies for a Subdivision Certificate or a Strata Certificate (as the case may be) that will create the 1200<sup>th</sup> Urban Lot, the Developer must notify the Minister of its intention to lodge an application for that Subdivision Certificate or Strata Certificate.
- (b) Within 3 months of receiving notice from the Developer under clause 3.1(a) of this Schedule 4, the Minister must provide the Developer with a written notice stating whether the Minister (or the Minister's nominee) requires the Education Land.
- (c) If the Minister does not provide the Developer with a notice referred to clause 3.1(b) or notifies the Developer that the Minister does not require the Education Land:
  - (i) the Developer is not required to procure the transfer of the Education Land to the Minister;
  - (ii) the provisions of this clause 3 will otherwise not apply; and
  - (iii) the Developer is discharged in full from any of its obligations in relation to the Education Land under this deed.
- (d) As soon as reasonably practicable following receipt of a notice from the Minister stating that the Minister will require the Education Land pursuant to clause 3.1(b), the Developer agrees to:
  - (i) register a Plan of Subdivision to create a lot comprising the Education Land; and
  - (ii) deliver to the Minister (or to the Minister's nominee):
    - (A) a form of transfer in respect of the land comprising the Education Land executed by the Land Owner and in registrable form; and
    - (B) the certificates of title for the Education Land,

and must take any other necessary action (other than paying stamp duty associated with the transfer) to give effect to the transfer of the title of the Education Land to the Minister (or, where appropriate, the Minister's nominee) free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges), prior to the creation of the 1200<sup>th</sup> Urban Lot.

- (e) Notwithstanding clause 3.1(d) of this Schedule, upon transfer, the Education Land will be free from any encumbrances other than service easements or such other encumbrances as agreed with the Minister and such agreement by the Minister must not be unreasonably withheld or delayed.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Education Land but only in relation to contamination that existed on or before the date that the Education Land is transferred to the Minister (or his nominee).
- (g) The Developer must promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Education Land.
- (h) The Developer will pay all rates and taxes owing in respect of the Education Land up to and including the date that the Developer delivers the form of transfer and certificates of title for the Education Land pursuant to clause 3.1(d) of this Schedule, after which time the Minister will be responsible for all rates and taxes in relation to the Education Land.

### 3.2 Compulsory acquisition

- (a) If the Developer does not procure the transfer the Education Land in accordance with clause 3.1(d) of this Schedule 4, the Developer agrees to procure the consent of the Land Owner to the Minister (or his nominee) compulsorily acquiring the Education Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1.
- (b) The Land Owner and the Minister agree that:
  - (i) clause 3.2(a) of this Schedule 4 is an agreement between the Land Owner and the Minister for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
  - (ii) in clause 3.2(a) of this Schedule 4, the Land Owner and the Minister have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) If the Minister must pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than the Land Owner, in accordance with the compulsory acquisition arrangements under clause 4.2 of this Schedule 4, the Land Owner must reimburse the amount of that compensation to the Minister on request.
- (d) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Education Land but only in relation to contamination that existed on or before the date that the Education Land is acquired by the Minister (or his nominee).

### 3.3 Reimbursement of Minister's Costs

The Developer must procure that the Land Owner reimburse the Minister (or his nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or his nominee) in acquiring the Education Land pursuant to clause 3.2 of this Schedule 4.

## 4 Electricity Substation Land

### 4.1 Transfer of Land

- (a) The Developer must (at its cost) prepare and register a Plan of Subdivision to create a separate lot for the Electricity Substation Land.
- (b) Prior to the creation of the 1<sup>st</sup> Urban Lot, the Developer will:
  - (i) procure the transfer of the Electricity Substation Land to Endeavour Energy for \$1; and
  - (ii) deliver to Endeavour Energy:
    - (A) a form of transfer in respect of the Electricity Substation Land executed by the Land Owner and in registrable form; and
    - (B) the certificates of title for the Electricity Substation Land, and must take any other necessary action (including paying stamp duty associated with the transfer or contract for sale unless otherwise agreed with Endeavour Energy) to give effect to the transfer of the title of the Electricity Substation Land to Endeavour Energy free of all encumbrances and affectations (including any charge or liability for rates, taxes and charges).
- (c) Notwithstanding clause 4.1(b)(ii) of this Schedule, upon transfer, the Electricity Substation Land will be free from any encumbrances other than service easements or such other encumbrances as agreed with the Minister and such agreement by the Minister must not be unreasonably withheld or delayed.
- (d) The Developer must promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Electricity Substation Land and on request of the Developer, the Minister and Endeavour Energy must do all things reasonably necessary to assist the Developer to promptly comply with any of those requisitions, at the Developer's cost.
- (e) The Developer will pay all rates and taxes owing in respect of the Electricity Substation Land up to and including the date that the Developer delivers the a form of transfer and certificates of title for the Electricity Substation Land pursuant to clause 4.1(b) of this Schedule, after which time the Endeavour Energy will be responsible for all rates and taxes in relation to the Electricity Substation Land.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an

Authority over the whole or any part of the Electricity Substation Land but only in relation to contamination that existed on or before the date that the Electricity Substation Land is transferred to Endeavour Energy.

#### 4.2 Compulsory acquisition

- (a) If the Developer does not procure the transfer of the Electricity Substation Land in accordance with clause 4.1 of this Schedule 4, the Developer agrees to procure the consent of the Land Owner to the Minister (or his nominee) compulsorily acquiring the Electricity Substation Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the amount of \$1.
- (b) The Developer warrants that the Land Owner agrees with the Minister that:
  - (i) clause 4.2(a) of this Schedule 4 is an agreement between the Land Owner and the Minister for the purpose of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW); and
  - (ii) in clause 4.2 (a) of this Schedule 4, the Land Owner and the Minister have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) If the Minister must pay compensation under Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* to any person, other than the Land Owner, in accordance with the compulsory acquisition arrangements under clause 4.2 of this Schedule 4, the Land Owner must reimburse the amount of that compensation to the Minister on request.
- (d) The Developer indemnifies and agrees to keep indemnified the Minister (or his nominee) against all claims made against the Minister (or his nominee) as a result of any contamination that is required to be cleaned up by an Authority over the whole or any part of the Electricity Substation Land but only in relation to contamination that existed on or before the date that the Electricity Substation Land is acquired by the Minister (or his nominee).

#### 4.3 Reimbursement of Minister's Costs

The Developer must procure that the Land Owner reimburse the Minister (or his nominee), promptly on demand, an amount equivalent to all reasonable costs incurred by the Minister (or his nominee) in acquiring the Electricity Substation Land pursuant to clause 4.2 of this Schedule 4.

#### 5 Sydney Water Infrastructure Contribution

- (a) The Developer must:
  - (i) demonstrate to the Minister's reasonable satisfaction that it has used reasonable endeavours to enter into a Sydney Water Developer Works Deed with Sydney Water no later than 12 months of the date of this deed or such later date as agreed between the Developer and Sydney Water upon terms and conditions which each of Sydney Water and the Developer have

agreed in respect of the carrying out and completion of the Sydney Water Infrastructure Works; and

- (ii) achieve Practical Completion of the Sydney Water Infrastructure Works prior to the time specified in clause 1 of this Schedule 4.
- (b) The Developer must notify the Minister promptly following entry into a Sydney Water Developer Works Deed and provide the Minister with a copy of any such agreement.
- (c) The Developer must comply with the terms and conditions of the Sydney Water Works Agreement, including any requirement to provide security and achieve Practical Completion of the Sydney Water Infrastructure Works.

## SCHEDULE 5

### Guarantee and Indemnity (clause 5.1)

#### 1 Application of Schedule 5 , clauses 2 - 6

Clauses 2-5 of this Schedule 5 apply to:

- (a) The Winten Entities prior to the Purchase Trigger Date except for the Residual Liabilities; and
- (b) The Stockland Entities after the Purchase Trigger Date apart from its obligation to dedicate the Electricity Substation Land where clauses 2-5 of this Schedule 5 will apply from the date of operation of this deed.
- (c) The references to "Guarantor" in clauses 2-5 of this Schedule 5 are to be construed accordingly.

#### 2 Guarantee and Indemnity

- (a) The Guarantor unconditionally and irrevocably guarantees to the Minister the due performance, observance and fulfilment by the Developer of all the obligations to be performed, observed and fulfilled in this deed.
- (b) The Guarantor unconditionally and irrevocably indemnifies the Minister and agrees at all times to keep the Minister indemnified from and against all liability, damages, costs, losses and expenses (**Loss**) which the Minister may suffer or incur directly or indirectly in rectifying any default by the Developer under this deed excluding any Loss caused by or contributed to by the Minister or any consequential losses.

#### 3 Principal Obligation

The Guarantee and Indemnity provided constitutes a principal obligation and a continuing security and shall not be considered as wholly or partially satisfied or discharged by the payment at any time or times hereafter of any sum or sums of money for the time being due to the Minister under this deed or by any settlement of account or any other matter or thing whatsoever but shall extend to cover and be security for all sums of money at any time due to the Minister notwithstanding any special payment, settlement of account or other matter or thing whatsoever.

#### 4 Enforcement

- (a) This Guarantee and Indemnity provided under this Schedule 5 may be enforced by the Minister against the Guarantor without first taking any action or proceedings against the Developer.
- (b) The liability of the Guarantor under this Schedule 5 shall not be affected by the granting of time or other indulgence or concession to the Developer or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Developer against the Developer or by any neglect or omission to enforce such rights or by the liquidation of the Developer or by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from its obligations under this Schedule 5 or any part thereof other than a release or discharge granted by the Minister under clause 2(f) or clause 3.1(d) of Schedule 4.



**5 Guarantor Warranty**

The Guarantor represents and warrants that:

- (a) it has the necessary authorisations to provide the Guarantee and Indemnity, observe its obligations under the Guarantee and Indemnity and allow the Guarantee and Indemnity to be enforced; and
- (b) entry into this deed and the provision of the Guarantee and Indemnity does not contravene its constitution, any law or any other obligation by which it or any of its directors or officers are bound, limit its powers or exceed the powers of its directors or officers.

**6 Survival of Guarantee and Indemnity**

- (a) The Guarantee and Indemnity given by the Stockland Guarantor shall continue and shall remain in full force until the earlier of the date:
  - (i) the Stockland Entities having fully performed their obligations to the satisfaction of the Minister under this deed; or
  - (ii) the Stockland Entities assigning or novating their obligations under clause 10; or
  - (iii) the Stockland Entities transfer the whole or any part of the Land to any Authority or the Minister under this deed, or to any of the Winten Entities or to any third party, but only in relation to the relevant Land transferred; or
  - (iv) this deed coming to an end under clause 13.
- (b) The Guarantee and Indemnity given by the Winten Guarantor shall continue and shall remain in full force until the earlier of the date:
  - (i) the Purchase Trigger Date, except in relation to any Residual Liabilities; or
  - (ii) the Winten Entities having fully performed its obligations to the satisfaction of the Minister under this deed; or
  - (iii) the Winten Entities assigning or novating their obligations under clause 10; or
  - (iv) this deed coming to an end under clause 13.

## SCHEDULE 6

### SIC Discharge Amounts

#### 1 ROAD IMPROVEMENT SIC DISCHARGE AMOUNTS

##### 1.1 Road Improvement SIC Discharge

- (a) The Minister agrees to accept the performance of the Road Improvement Works in full or partial discharge of the Developer's (or nominee's) liability to make a Special Infrastructure Contribution imposed under any Development Consent(s) granted to the Developer (or nominee) in relation to:
- (i) the Land; or
  - (ii) any other development undertaken by the Developer (or nominee) within the Growth Centres.
- (b) If the Developer seeks a full discharge under this clause, the Minister must be satisfied that there is sufficient credit to give that full discharge as calculated in accordance with this clause 1.
- (c) In respect of the Road Improvement Works, the SIC Discharge Amount represents the value allocated to the Road Improvement Works and will be calculated by reference to the Actual Cost of the Road Improvement Works.

##### 1.2 Works Milestones

Works Milestone	Description
First Milestone	Practical Completion of Stage 1A Road Works
Second Milestone	Practical Completion of Stage 1B Road Works
Third Milestone	Practical Completion of Stage 2 Road Works

##### 1.3 Attainment of Works Milestones relating to the Road Work

- (a) If the Developer considers that it has achieved a Works Milestone, the Developer will forward the following to the Minister:
- (i) a written notice from the Developer to the Minister notifying the Minister that the Developer has achieved the Works Milestone specified in the notice (**Milestone Notice**);
  - (ii) a certificate signed by an authorised officer of the Developer confirming that the Developer has paid the amount specified in that certificate to the third party contractor for work performed under the Construction Contract in respect of the Road Improvement

Works (or in the case of the final Milestone Notice, a certificate from the RMS confirming that the Road Improvement Work have achieved Practical Completion); and

- (iii) such other supporting documentation as is reasonably necessary for the Minister to determine whether that Works Milestone has been achieved.
- (b) The Developer must promptly provide any additional information reasonably requested by the Minister in relation to the Works Milestone.
- (c) The Minister will, within 20 Business Days of receiving the Milestone Notice and all the certificates and information required under clause 3.3(a), determine whether the Works Milestone specified in the Milestone Notice has been achieved.
- (d) If the Minister, acting reasonably, is satisfied that the Works Milestone has been achieved, the Minister must:
  - (i) accept that portion of the Road Improvement Work undertaken that is directly referable to the Milestone in lieu of the Developer paying a Special Infrastructure Contribution up to the SIC Discharge Amount for that Works Milestone; and
  - (ii) in respect of each Works Milestone achieved, promptly issue a certificate to the Developer (or nominee) which will set out the SIC Discharge Amount that has been credited for that Works Milestone.
- (e) If the Minister, acting reasonably, is not satisfied that the Works Milestone has been achieved, the Minister will notify the Developer and provide an explanation as to why he or she considered that the Works Milestone had not been achieved and, if applicable, provide details of:
  - (i) any additional work or tasks which must be undertaken; and/or
  - (ii) any information or documents which must be provided,by the Developer, in order to achieve the Works Milestone. The Developer may, after taking into account the Minister's explanation and undertaking the work or providing the information or documents required, re-submit a Milestone Notice together with any necessary documentation and subclauses (c) and (d) of this clause 1.3 will apply.

## **2 EDUCATION LAND CONTRIBUTION SIC DISCHARGE AMOUNT**

### **2.1 Education Land Contribution SIC Discharge**

- (a) The Minister agrees to accept the Education Land Contribution in full or partial discharge of the Developer's (or nominee's) liability to make a Special Infrastructure Contribution imposed under any Development Consent(s) granted to the Developer or its nominee in relation to:
  - (i) the Land; or

- (ii) any other development undertaken by the Developer (or nominee) within the Growth Centres.
- (b) If the Developer seeks a full discharge under this clause, the Minister must be satisfied that there is sufficient credit to give that full discharge as calculated in accordance with this clause 2.

## 2.2 Education Land

In respect of the Education Land, the SIC Discharge Amount will equal the market value of the Education Land calculated in accordance with clause 2.3 of this Schedule.

## 2.3 Valuation of Education Land

- (a) Prior to the date of the dedication of the Education Land, the Minister and the Developer must each appoint a valuer who:
  - (i) is a registered valuer under the *Valuers Act 2003 (NSW)* and is not restricted under that Act from valuing the Education Land;
  - (ii) is both an Associate (or a Fellow) Member and a Certified Practising Valuer of the Australian Property Institute (Inc) NSW Division;
  - (iii) is then practising as a valuer;
  - (iv) is independent and not related to any party to this deed;
  - (v) has at least 5 years experience in valuations; and
  - (vi) has a practical understanding of the development and planning process to prepare a valuation for the Education Land,(the Valuer).
- (b) Each Valuer must prepare a valuation in accordance with this clause 2.3.
- (c) Any valuation provided by each Valuer must comply with the following:
  - (i) The valuation report prepared by the Valuer must confirm that the Valuer satisfies each of the requirements set out in clause 2.3(a).
  - (ii) The Valuer is required to determine the market value of the Education Land, each a freehold lot with vacant possession as at the date of inspection.
  - (iii) The Valuer must, in determining the market value of the Education Land in clause 2.3(c)(ii), assume that each parcel of the subject land:
    - (A) is free of all encumbrances;
    - (B) is or can be fully serviced to its boundary;

- (C) is an individual lot suitable in size, but no larger than the size necessary, for the permissible uses as contemplated by the Approvals applying to it;
  - (D) has appropriate public road frontage and access; and
  - (E) is capable of being developed for its intended use as contemplated under the Approvals applying to it without reliance on the implementation of any additional public infrastructure external to the site.
- (iv) The Valuer must, in determining the market value of the Education Land, comply with the applicable Practice Standards and Guidance Notes for such valuations as published from time to time by the Australian Property Institute (NSW Division), except where such standards and guidelines conflict with this clause 2.3 in which case this clause 2.3 prevails.
- (v) The market value of the Education Land must have regard to the highest and best use of each site consistent with its permissible use.
- (vi) The Valuer must provide a comprehensive valuation report which shall include the following matters:
- (A) confirmation of instructions;
  - (B) identification of the subject land being valued;
  - (C) date of inspection and valuation;
  - (D) registered proprietor;
  - (E) legal description of the subject land including the certificate of title folio identifier and reference to any easements, rights of way, covenants, caveats and/or other encumbrances on title, and comment on the effect, if any, of such encumbrances;
  - (F) services and amenities;
  - (G) site identification;
  - (H) location description, including any external factors that influence the desirability of the Education Land, either positively or negatively for the permitted use;
  - (I) zoning and town planning considerations;
  - (J) a detailed explanation of the valuation methodologies adopted including all calculations and workings;
  - (K) details of relevant comparable sales and rental evidence appropriately analysed to support the valuation and the relativity of comparable sales must be fully explained; and
  - (L) the valuation amount.

- (d) In the event that no less than two of the comparable sales analysed cannot reasonably be considered as being directly comparable (in terms of, but not restricted to, date of sale, size, development capability, zoning and physical and ecological constraints etc) then each Valuer must undertake a feasibility or residual land value approach to the valuation.
- (e) In the event that the valuations vary by less than 10%, the average of the valuation amounts shall be adopted as the value for the subject land.
- (f) In the event that the valuations vary by more than 10%, then the Valuers shall meet to compare the valuations and attempt to find common ground (whether this be mutual agreement on value or, at the very least, agreement as to certain valuation drivers, methodologies or inputs). Following this meeting, the Valuers shall review their valuations. If the valuations continue to vary by more than 10%, the valuation to apply to the subject land will be determined by a further Valuer appointed by the President of the Australian Property Institute (NSW Division). That further Valuer shall act as an expert and not as an arbitrator whose decision is final and binding, in the absence of manifest error. The Developer and the Minister must pay the costs associated with any valuer appointed for this purpose in equal proportions.

#### **2.4 Education Land Contribution SIC Discharge Amount**

Upon the transfer of the Education Land to the Minister in accordance with clause 3 of Schedule 4 the Minister must, within 5 Business Days, issue a certificate to the Developer stating the SIC Discharge Amount that has been credited to the Education Land Contribution, being the value of the Education Land calculated in accordance with clause 2.3 of this Schedule.

### **3 RESIDUAL SIC DISCHARGE AMOUNTS**

To the extent that a SIC Discharge Amount for the Road Improvement Works or the Education Land Contribution exceeds any Special Infrastructure Contribution otherwise payable by the Developer (or its nominee) at the time that the credit is created, the Minister will issue a certificate to the Developer setting out that residual SIC Discharge Amount which may be held for the Developer for future use.

## SCHEDULE 7

### Bank Guarantees (clause 5.2)

#### 1 Bank Guarantees

- (a) Winten (14) undertakes to provide the Bank Guarantees in order to secure the payment and performance of each Contribution in the manner set out in the table below.
- (b) The Minister has agreed to:
- (i) accept the Bank Guarantees as security for the payment and performance of each relevant Contribution; and
  - (ii) return the Bank Guarantees to the Developer upon certain Trigger Events,

in the manner set out in the table below (Table).

Bank Guarantee	Value	Date to be provided by Developer	Trigger Event
1.  Stage 1A Road Works  Stage 1B Road Works	\$1,740,000	Prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 800 <sup>th</sup> Urban Lot or 20 June 2018 whichever is the earliest	Upon the date that the Minister is satisfied that the Road Works Agreement has been entered into for the Stage 1B Road Works
2.  Stage 2 Road Works	\$1,300,000	Prior to the issue of a Subdivision Certificate or Strata Certificate (as the case may be) for the creation of the 800 <sup>th</sup> Urban Lot or 20 June 2018 whichever is the earliest	Upon the date that the Minister is satisfied that the Road Works Agreement has been entered into
3.  Sydney Water Infrastructure Works	\$300,000	Prior to the issue of any Construction Certificate for subdivision works in relation to the Land	Upon the date that the Minister is satisfied that the Sydney Water Developer Works Deed has been executed

- (c) Each Bank Guarantee must:

- (i) name the "Minister for Planning and Infrastructure and Department of Planning and Infrastructure ABN 38 755 709 681" as the relevant beneficiaries; and
- (ii) not have an expiry date.

**2 Winten (14) to provide Bank Guarantees**

- (a) On the times specified in clause 1 of this Schedule 7, Winten (14) will provide security to the Minister in the form of 3 Bank Guarantees for the values specified in column 2 in the Table.
- (b) The Minister will be entitled to retain each Bank Guarantee up until each corresponding Trigger Date as set out in the Table.

**3 Claims under Bank Guarantees**

- (a) The Minister may:
  - (i) call upon a Bank Guarantee where Winten (14) has failed to pay or perform the relevant Contribution for which the Bank Guarantee has been provided by the date for payment or performance of that Contribution under this deed; and
  - (ii) retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying that default by Winten (14) under this deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give Winten (14) not less than 10 Business Days written notice.
- (c) If:
  - (i) the Minister calls upon one or more Bank Guarantees; and
  - (ii) applies all or part of such monies towards the costs and expenses incurred by the Minister in rectifying any default by Winten (14) under this deed; and
  - (iii) has notified Winten (14) of the call upon the Bank Guarantees in accordance with clause 3(b) of this Schedule 7,

then Winten (14) must provide to the Minister replacement Bank Guarantees to ensure that at the relevant time, the Minister is in possession of the required Bank Guarantees.

**4 Release of Base Bank Guarantees**

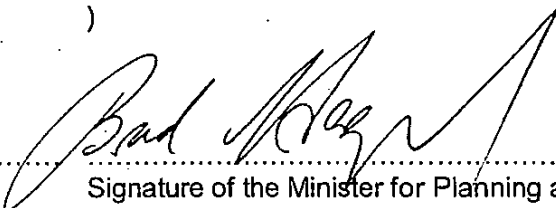
If the monies secured by the Bank Guarantees have not been expended and the monies accounted for in accordance with clause 3 of this Schedule 7, then the Minister will promptly return each Bank Guarantee to Winten (14) on each corresponding Trigger Event shown in the Table.



EXECUTED as a deed

Signed sealed and delivered for and on  
behalf of the **Minister for Planning and  
Infrastructure** in the presence of:

  
Signature of Witness

  
Signature of the Minister for Planning and  
Infrastructure

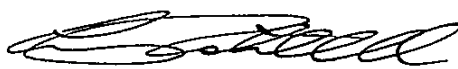
LEAH JANE SCHRAMM  
Name of Witness in full

BRADLEY RONALD HAZZARD  
Minister for Planning and Infrastructure

Signed sealed and delivered by **Woorong  
Park Pty Limited** ACN 094 493 428 in  
accordance with section 127 of the  
Corporations Act

Signature of Director


Name of Director

  
Signature of Director/Secretary  
SOLE  
GAREY ROTHWELL  
Name of Director/Secretary

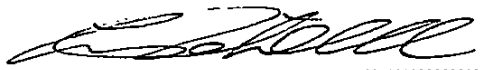
Signed sealed and delivered by  
**Winten Developments Pty Limited**  
ACN 003 513 219 in accordance with  
section 127 of the Corporations Act

Signature of Director

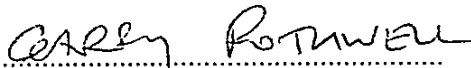
Name of Director

  
Signature of Director/Secretary  
MICHAEL HILLIKEN  
Name of Director/Secretary

Signed sealed and delivered by )  
Winten (14) Pty Limited ACN 092 479 626 )  
in accordance with section 127 of the )  
Corporations Act )



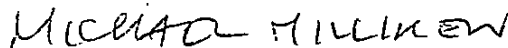
Signature of Director



Name of Director



Signature of Director/Secretary



Name of Director/Secretary

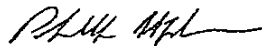
Executed by Stockland Development )  
Pty Limited ACN 000 064 835 by its )  
attorney pursuant to power of attorney )  
registered Book 4537 )  
No 671 ) who states that no notice )  
of revocation of the power of attorney has )  
been received in the presence of: )



Witness

MICHELLE MADELINE PHIBBS  
Solicitor of the Supreme Court  
of New South Wales

Name of Witness (print)

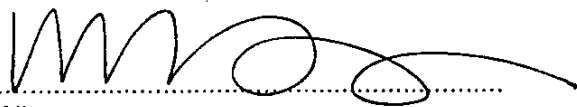


Attorney

PHILLIP ALLAN HEPBURN

Name of Attorney (print)

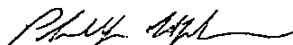
Executed by Stockland Corporation Ltd )  
ACN 000 181 733 by its attorney pursuant )  
to power of attorney registered )  
Book 4537 No 663 ) who )  
states that no notice of revocation of the )  
power of attorney has been received in the )  
presence of: )



Witness

MICHELLE MADELINE PHIBBS  
Solicitor of the Supreme Court  
of New South Wales

Name of Witness (print)



Attorney

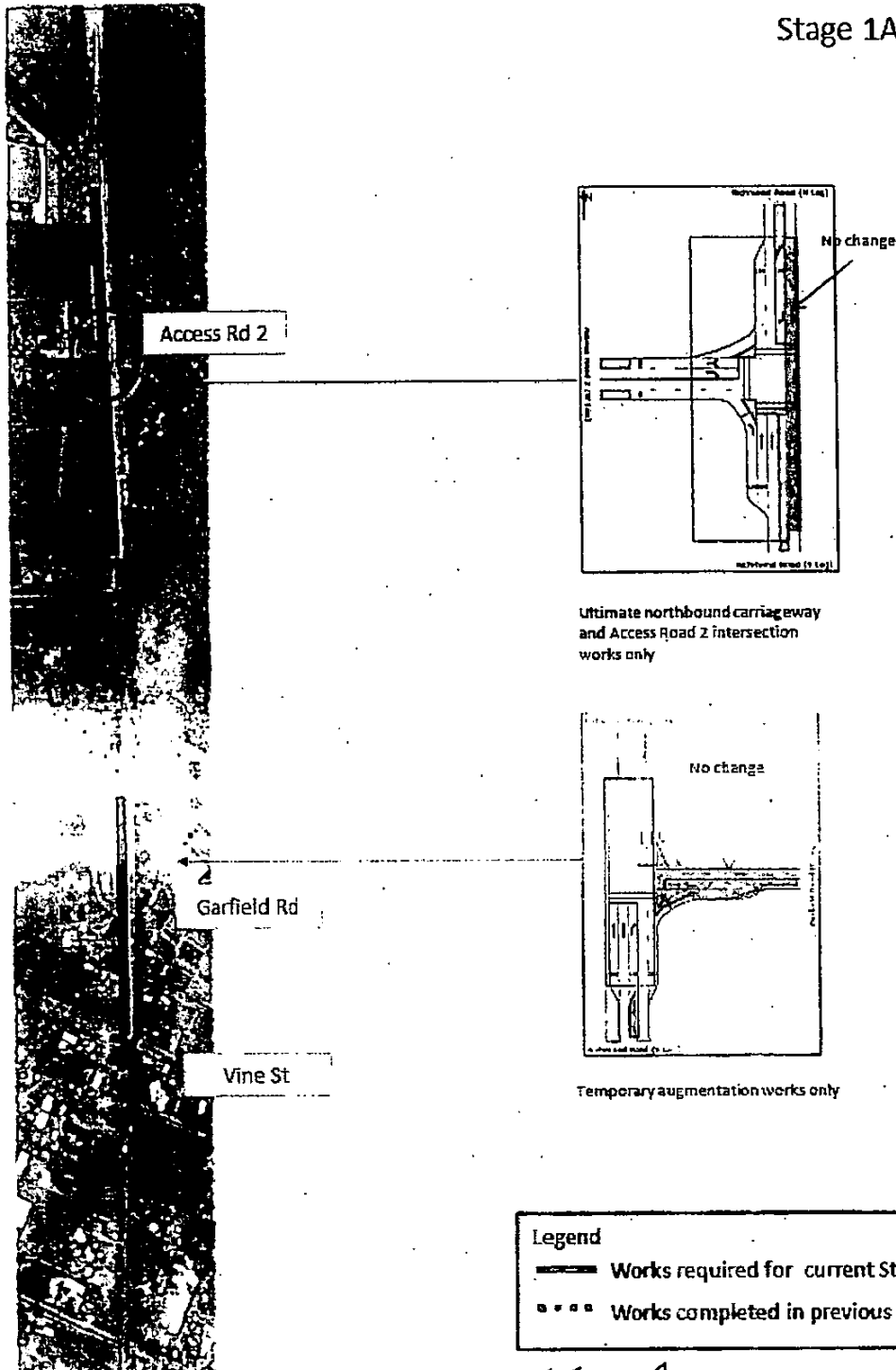
PHILLIP ALLAN HEPBURN

Name of Attorney (print)

# ANNEXURE A

## Road Works Plan

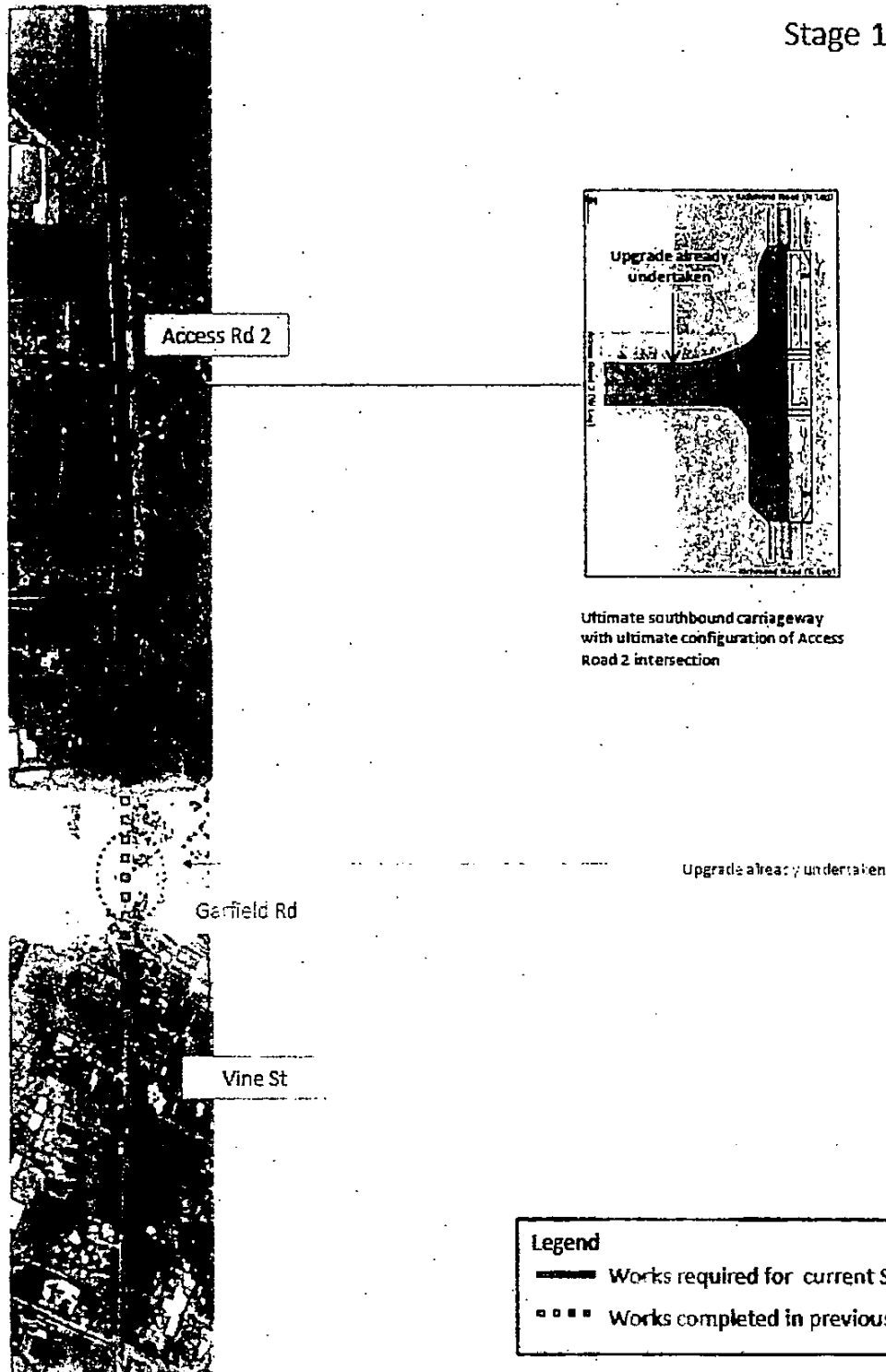
### Stage 1A

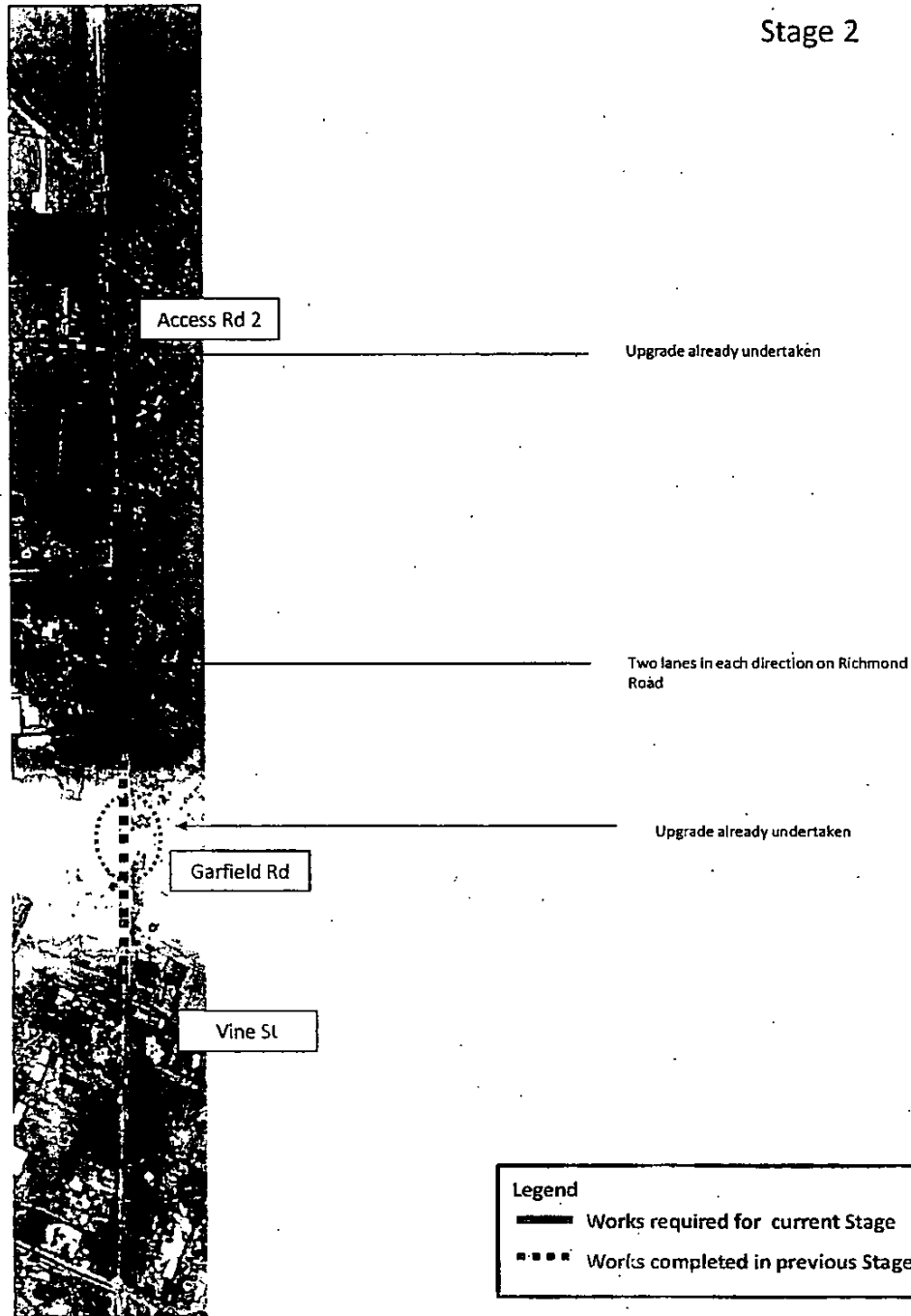


*[Handwritten signatures and notes]*

Page 59 of 62

## Stage 1B



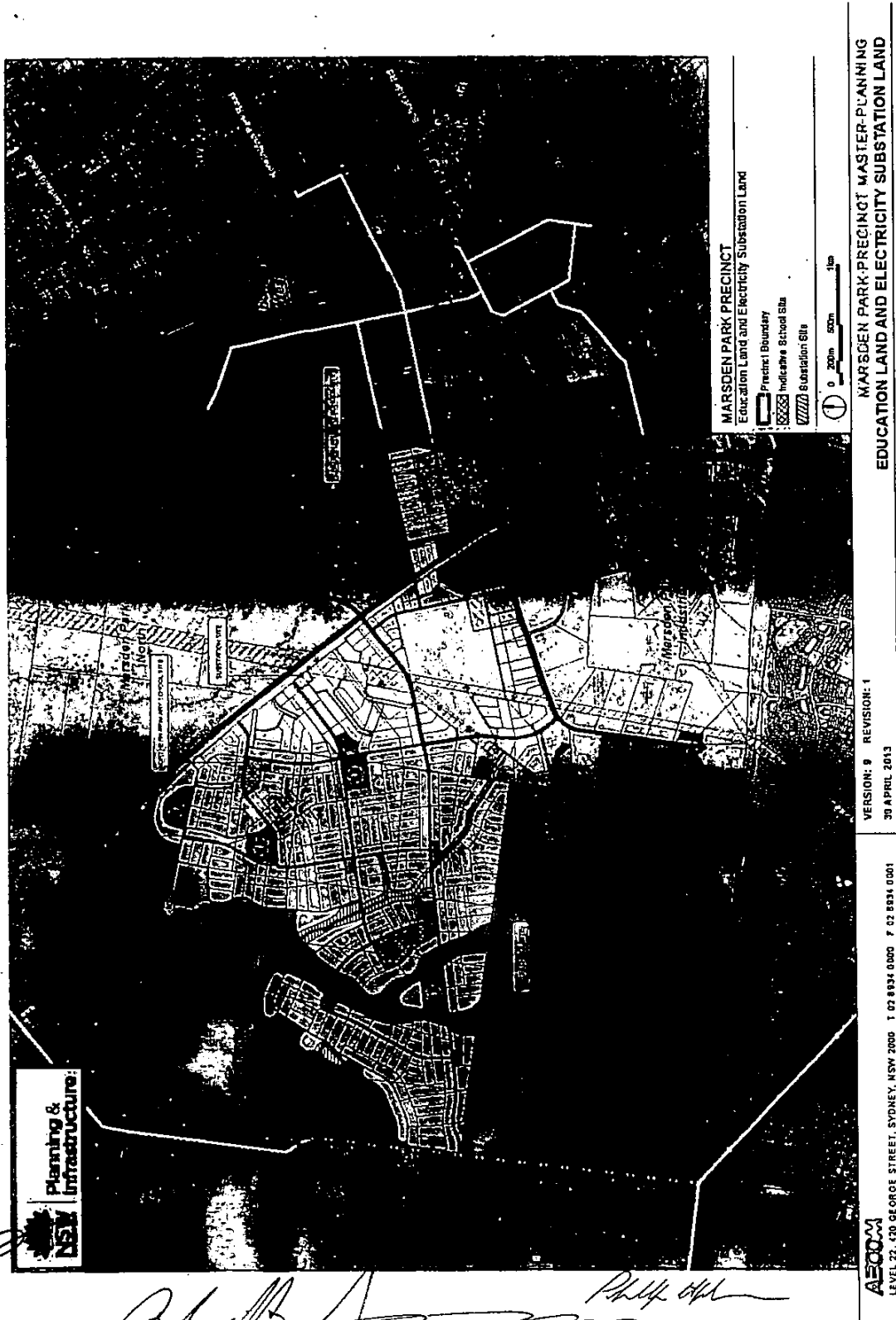


*[Handwritten signatures]*

Page 18 of 62

ANNEXURE B

Education Land and Electricity Substation Land



Form: 01TG  
 Release: 3-1

**TRANSFER**  
**GRANTING EASEMENT**  
 New South Wales  
 Real Property Act 1900



**AN355149E**

**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.

**(A) TORRENS TITLE**

Servient Tenement  8/235714	Dominant Tenement  EASEMENT IN GROSS
-----------------------------------	--

**(B) LODGED BY**

Document Collection Box  <b>673T</b>	Name, Address or DX, Telephone, and Customer Account Number if any ENDEAVOUR ENERGY - DX8148 BLACKTOWN - ATT:JOHN LUCICH john.lucich@endeavourenergy.com.au - 42522817 Customer Account #102871V Reference: JL - RP4794	CODE  <b>TG</b>
--	---	-----------------------

**(C) TRANSFEROR**

UPG 4 PTY LIMITED - ABN: 27 156 210 374
---

**(D)** The transferor acknowledges receipt of the consideration of \$ \_\_\_\_\_  
 and transfers and grants—

**(E) DESCRIPTION OF EASEMENT**

EASEMENT FOR UNDERGROUND CABLES 6 WIDE SHOWN AS (D) IN DP1228261 ON THE TERMS SET OUT IN ANNEXURE A
---

out of the servient tenement and appurtenant to the dominant tenement.

**(F)** Encumbrances (if applicable): \_\_\_\_\_

**(G) TRANSFeree**

Epsilon Distribution Ministerial Holding Corporation - ABN 59 253 130 878 Ref: RP4794
--

**DATE** 30/4/2018

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: UPG 4 PTY LIMITED - ABN: 27 156 210 374

Authority: section 127 of the Corporations Act 2001 *But Buta*

Signature of authorised person: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Office held: CHART BHUSHAN

Name of authorised person: \_\_\_\_\_

Office held: \_\_\_\_\_

Sole Director / Secretary  
 I certify that I am an eligible witness and that the Transferee's attorney signed this dealing in my presence. [See note\* below]

Director  
 Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness: [Signature]

Name of witness: NATASHA ISSAC

Address of witness: ENDEAVOUR ENERGY  
C/51 Huntingwood Drive  
HUNTINGWOOD

Signature of attorney: [Signature]

Attorney's name: Helen Smith

Position held: Manager Property & Fleet

Signing on behalf of: Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)

Power of attorney: Book 4734 No.883

\* 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

Page 1 of 4

1303

CT Prod 134: 465B ON 1/3/18

## TRANSFER GRANTING EASEMENT

### ANNEXURE A

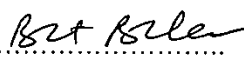
TORRENS TITLE	Servient Tenement	Dominant Tenement
	8/235714	EASEMENT IN GROSS
TRANSFEROR	UPG 4 PTY LIMITED – ABN: 27 156 210 374	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

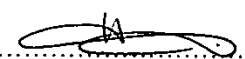
#### 1.0 Definitions

- 1.1 **easement site** means that part of the servient tenement that is affected by the easement defined on DP1228261.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **Transferee** means Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **Transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

#### 2.0 The Transferee may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

  
.....  
Attorney for the Transferor  
BHART BHUSHAN

  
.....  
Attorney for the Transferee

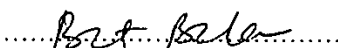


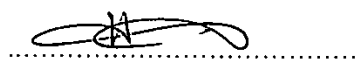
## TRANSFER GRANTING EASEMENT

### ANNEXURE A

TORRENS TITLE	Servient Tenement	Dominant Tenement
	8/235714	EASEMENT IN GROSS
TRANSFEROR	UPG 4 PTY LIMITED – ABN: 27 156 210 374	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

- 3.0 In exercising its rights under this easement the Transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The Transferor agrees that, without the prior written permission of the Transferee and in accordance with such conditions as the Transferee may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site by The Transferee.
- 5.0 The Transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 6.0 Lessee of The Transferee's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the Transferor grants to the Transferee the easement and acknowledges and agrees that any lessee of the Transferee's distribution system, and any nominee of such lessee (which may include a sub lessee of the Transferee's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the Transferee as if that lessee or nominee were the Transferee, but only for so long as the lessee leases the Transferee's distribution system from the Transferee.

  
.....  
Attorney for the Transferor  
BHARTI BHUSHAN

  
.....  
Attorney for the Transferee

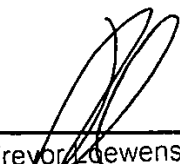
## TRANSFER GRANTING EASEMENT


### ANNEXURE B

TORRENS TITLE	Servient Tenement	Dominant Tenement
	8/235714	EASEMENT IN GROSS
TRANSFEROR	UPG 4 PTY LIMITED – ABN: 27 156 210 374	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 6 WIDE	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878) - REF: RP4794	

### Consent of Mortgagee – Mortgage AM23739

ALCEON Group No.55 PTY LIMITED, being the Mortgagee under dealing AM23739 on Certificate of title folio 8/235714, hereby consents to the registration of the Transfer Granting Easement creating an easement for Underground Cables in favour of Epsilon Distribution Ministerial Holding Corporation.

  
\_\_\_\_\_  
Trevor Loewensohn  
DIRECTOR

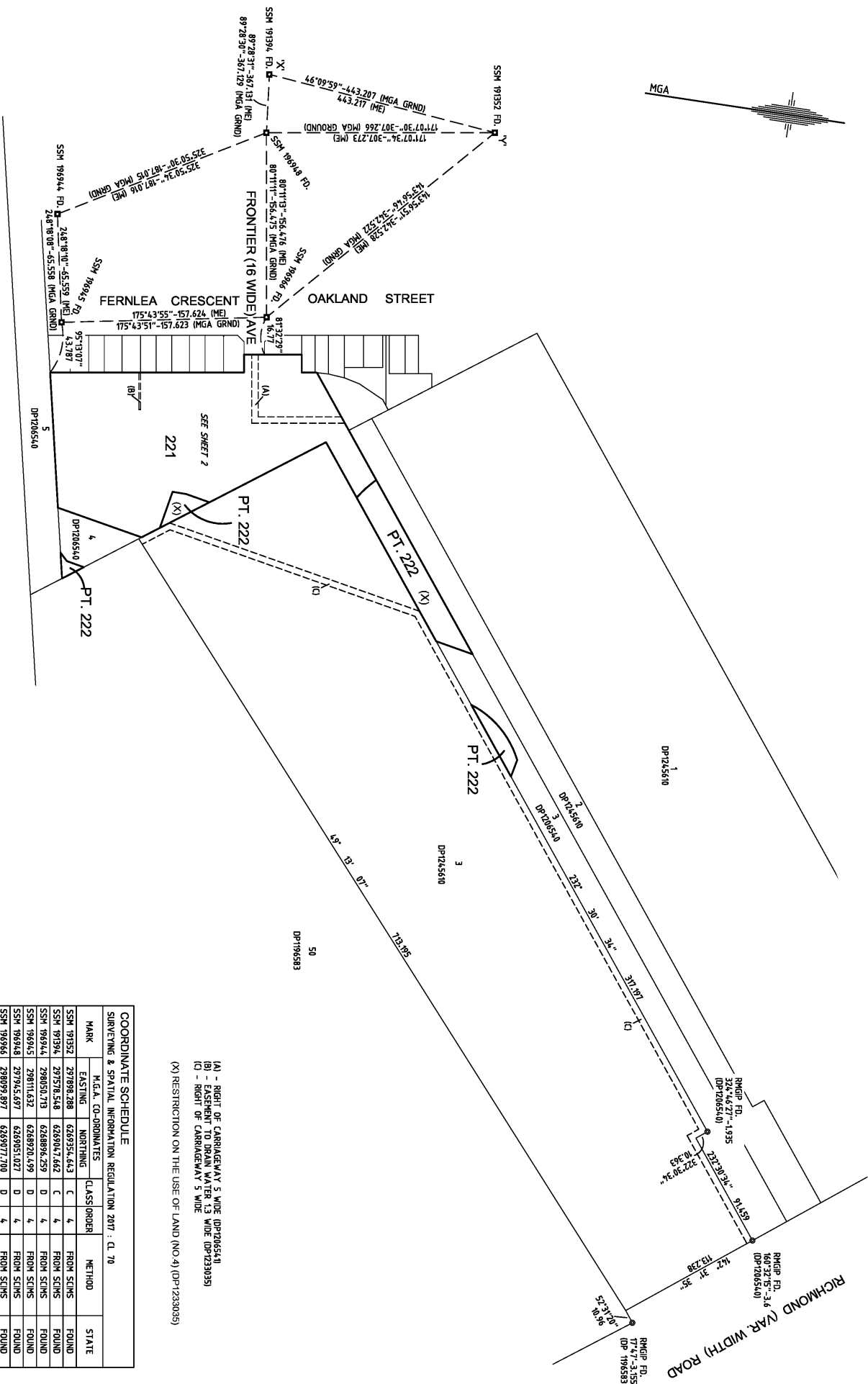
  
\_\_\_\_\_  
Melanie Hedges  
SECRETARY

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 2 sheets



(A) - RIGHT OF CARRIAGEWAY 5 WIDE (DP1206541)  
(B) - EASEMENT TO DRAIN WATER 1.3 WIDE (DP1233035)  
(C) - RIGHT OF CARRIAGEWAY 5 WIDE  
(X) RESTRICTION ON THE USE OF LAND (NO.4) (DP1233035)

COORDINATE SCHEDULE					
SURVEYING & SPATIAL INFORMATION REGULATION 2017 : CL 70					
MARK	EASTING	NORTHING	CLASS ORDER	METHOD	STATE
SSM 191352	297098.288	6269351.643	C	4	FROM SCANS
SSM 191352	297098.288	6269351.643	C	4	FOUND
SSM 191394	297578.548	6269041.642	C	4	FROM SCANS
SSM 191394	297578.548	6269041.642	C	4	FOUND
SSM 196944	298050.719	6268896.259	D	4	FROM SCANS
SSM 196944	298050.719	6268896.259	D	4	FOUND
SSM 196945	298111.632	6268920.499	D	4	FROM SCANS
SSM 196945	298111.632	6268920.499	D	4	FOUND
SSM 196946	297945.697	6269051.027	D	4	FROM SCANS
SSM 196946	298099.897	6269071.700	D	4	FROM SCANS
SSM 196946	298099.897	6269071.700	D	4	FOUND
DATE OF SCANS COORDINATES: 20/09/2018 MGA ZONE: 56 MGA DATUM: GDA96					
COMBINED SCALE FACTOR 1.00096					

Surveyor: GLENN BEASLEY  
Date of Survey: 24/09/2018  
Surveyor's Ref: 23192-LE 22

PLAN OF:  
SUBDIVISION OF LOT 299 AND 300 DP1233035  
AND EASEMENT WITHIN LOT 3 DP1245610

LGA: BLACKTOWN  
Locality: MARSDEN PARK  
Subdivision No: 18-00217  
Lengths are in metres. Reduction Ratio 1:2000

Registered  
19/7/2019

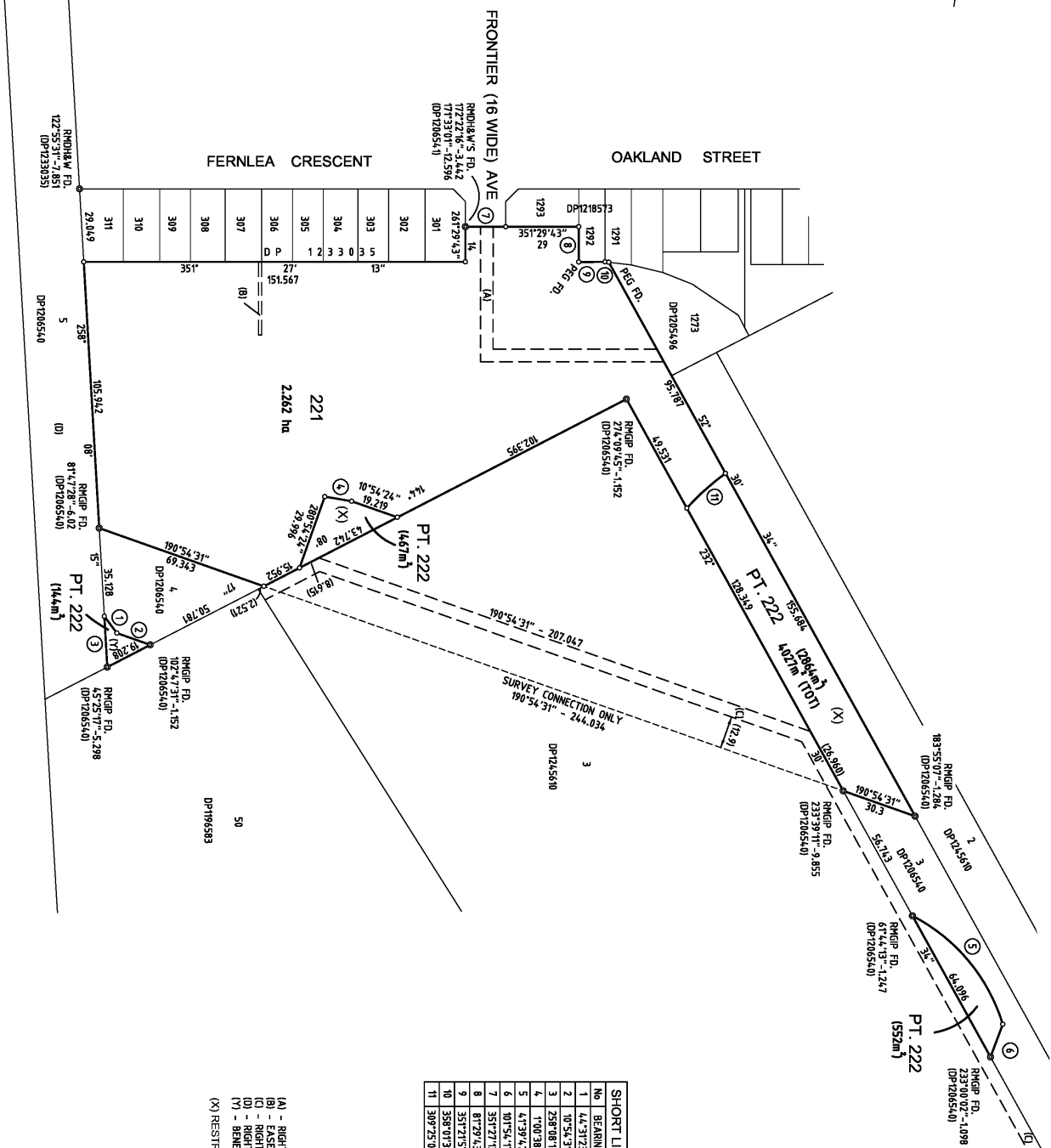
DP1233033

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 2 of 2 sheets



SHORT LINE SCHEDULE			
No	BEARING	DISTANCE	ARC RADIUS
1	44°31'23"	8.328	
2	10°54'31"	14.030	
3	258°08'15"	20.718	
4	1°00'38"	10.904	
5	4°39'42"	56.654	57.576
6	30°54'17"	13.894	
7	35°27'13"	16	
8	81°29'43"	14	
9	35°21'57"	10.472	
10	358°01'39"	14.51	
11	309°25'07"	20.654	20.691

- (A) - RIGHT OF CARRIAGEWAY 5 WIDE (DP1206540)  
(B) - EASEMENT TO DRAIN WATER 1.3 WIDE (DP1233035)  
(C) - RIGHT OF CARRIAGEWAY 5 WIDE (DP1233035)  
(D) - RIGHT OF CARRIAGEWAY 5 WIDE (DP1233035)  
(E) - BENEFITED BY RIGHT OF CARRIAGEWAY (DP1206540) (No 3)  
(F) - BENEFITED BY RIGHT OF CARRIAGEWAY (DP1206540) (No 3)  
(G) - BENEFITED BY RIGHT OF CARRIAGEWAY (DP1206540) (No 3)  
(H) - BENEFITED BY RIGHT OF CARRIAGEWAY (DP1206540) (No 3)  
(I) - BENEFITED BY RIGHT OF CARRIAGEWAY (DP1206540) (No 3)  
(X) RESTRICTION ON THE USE OF LAND (NO.4) (DP1233035)

Surveyor: GLENN BEASLEY  
Date of Survey: 24/09/2018  
Surveyor's Ref: 23192-LE 22

PLAN OF:  
SUBDIVISION OF LOT 299 AND 300 DP1233035  
AND EASEMENT WITHIN LOT 3 DP1245610

LGA: BLACKTOWN  
Locality: MARSDEN PARK  
Subdivision No: 18-00217  
Lengths are in metres. Reduction Ratio 1:1200


Registered  
19/7/2019

DP1233033

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  19.7.2019  
Office Use Only  
Title System: TORRENS

DP1233033  
Office Use Only

**PLAN OF SUBDIVISION OF LOT 299 AND 300  
DP1233035 AND EASEMENT WITHIN LOT 3  
DP1245610**

LGA: BLACKTOWN  
Locality: MARSDEN PARK  
Parish: ROOTY HILL  
County: CUMBERLAND

Survey Certificate

I, GLENN BEASLEY .....  
of PROUST & GARDNER CONSULTING, 406 PACIFIC HWY  
LINDFIELD.....

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

\*(a) The land shown in the plan was surveyed in accordance with the  
*Surveying and Spatial Information Regulation 2017*, is accurate  
and the survey was completed on 24/09/2018, or

\*(b) The part of the land shown in the plan (\*being\* \*excluding\* \*\* .....

.....)  
was surveyed in accordance with the *Surveying and Spatial  
Information Regulation 2017*, the part surveyed is accurate and the  
survey was completed on ..... the part not surveyed  
was compiled in accordance with that Regulation, or

\*(c) The land shown in this plan was compiled in accordance with the  
*Surveying and Spatial Information Regulation 2017*.

Datum Line: 'X'-'Y' .....

Type: \*Urban/\*Rural

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

Signature:  Dated: 14/6/19

Surveyor Identification No: 446

Surveyor registered under  
the *Surveying and Spatial Information Act 2002*

\*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

Signature:  .....

Accreditation number: N/A .....

Consent Authority: BLACKTOWN CITY COUNCIL .....

Date of endorsement: 20.6.19 .....

Subdivision Certificate number: SC-18-00217 .....

File number: DA-17-01080 .....

\*Strike through if inapplicable.

Plans used in the preparation of survey/compilation:

DP1233035  
DP1196583  
DP1245610  
DP1206540  
DP1206541


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

Surveyor's Reference: 23192-LE 22

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

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 4 sheet(s)

Registered:  19.7.2019

Office Use Only

Office Use Only

**DP1233033**

**PLAN OF SUBDIVISION OF LOT 299 AND 300  
DP1233035 AND EASEMENT WITHIN LOT 3  
DP1245610**

Subdivision Certificate number: SC-18-00217

Date of Endorsement: 20.6.19

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,

IT IS INTENDED TO CREATE:

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

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY (WHOLE OF LOT) (DP1206540)


**STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23192-LE 22

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  19.7.2019

Office Use Only

DP1233033

Office Use Only

PLAN OF SUBDIVISION OF LOT 299 AND 300  
DP1233035 AND EASEMENT WITHIN LOT 3  
DP1245610

Subdivision Certificate number: 50-18-00217

Date of Endorsement: 20.6.19

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

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

SIGNATURES AND SEALS

Executed by ALLAMPEEK Pty Limited  
(ABN 29 166 959 628) in accordance with  
Section 127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:



  
Signature of Director  
BEN JAVED ALLAM

Name of Director in full

  
Signature of Director/Company Secretary  
~~RHONDA L KIRK~~

Name of Director/Company Secretary in full  
RHONDA LORRAINE KIRK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23192-LE 22

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



19.7.2019

Office Use Only

Office Use Only

DP1233033

**PLAN OF SUBDIVISION OF LOT 299 AND 300  
DP1233035 AND EASEMENT WITHIN LOT 3  
DP1245610**

Subdivision Certificate number: SC-18-00217

Date of Endorsement: 20.6.19

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

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

**SIGNATURES AND SEALS**

Executed by UPG 4 Pty Ltd  
(ABN 27 156 210 374) in accordance with  
Section 127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:

**Bhart Bhushan**  
Sole Director/Secretary

Executed by Alceon Group No.70 Pty  
Limited (ACN 624 002 688) in accordance  
with Section 127(1) of the Corporations Act  
2001 (Cwlth) by authority of its directors:

Signature of Director

Trevor Loewensohn

Name of Director in full

Signature of Director/Company Secretary

Melanie Hedges

Name of Director/Company Secretary in full

If space is insufficient use additional annexure sheet

Surveyor's Reference: 23192-LE 22



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B CONVEYANCING ACT 1919.**

Sheet 1 of 6 Sheets

**Plan: DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. SC-18-00217

**Full name and address  
of the owner of the Land:**

ALLAMPEEK Pty Limited  
27 Lawson Street, Penrith NSW 2750

UPG 4 Pty Limited  
137 Gilba Road, Girraween NSW 2145

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Carriageway 5 wide	3/1245610	222
2	Restriction on the Use of Land	222	Blacktown City Council
3	Restriction on the Use of Land	221, 222	Blacktown City Council

  
Signature of authorised delegate, Blacktown City Council

Plan: **DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. **SC-18-00217**

**PART 1A (Release)**

Number of item shown in the intention panel on the plan.	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Carriageway (whole of lot) (DP1206540)	3/1206540	299/1233035

**Part 2 (Terms)**

**Terms of Right of Carriageway firstly referred to in the abovementioned plan:**

Terms of the Right of Carriageway as per Schedule 8 part 1 of the Conveyancing Act 1919 as amended together with the following addition:

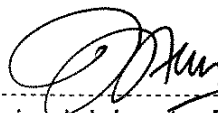
The temporary Right of Carriageway is only permitted until Lot 222 has direct legal access to a public road

**Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:**

The lots burdened by this restriction cannot be considered for further development to increase density, unless a Development Application is made that includes an access proposal that meets the requirements of Council.

**Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:**

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of roads and drainage works, the provision of lot fill, the assessment of site contamination and salinity including any remediation works, an aboriginal archaeological assessment and the payment of Section 94 (Section 7.11) Contributions.



Signature of authorised delegate, Blacktown City Council

Plan: **DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. SC-18-00267

**Name of authority whose consent is required to release, vary or modify the terms of the Easement firstly referred to in the abovementioned plan:**

Blacktown City Council.

**Name of authority empowered to release, vary or modify the terms of the Restrictions secondly and thirdly referred to in the abovementioned plan:**

Blacktown City Council



Signature of authorised delegate, Blacktown City Council

Plan: **DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. ~~SC-19~~ 00217

**SIGNATURES AND SEALS**

Executed by ALLAMPEEK Pty Limited  
(ABN 29 166 959 628) in accordance with  
Section 127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:



  
-----  
Signature of Director

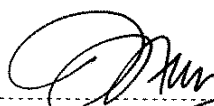
**BEN JAVED ALLAM**

-----  
Name of Director in full

  
-----  
Signature of ~~Director~~ Company Secretary

~~RHONDA L KIRK~~

-----  
Name of ~~Director~~ Company Secretary in full  
**RHONDA LORRAINE KIRK**

  
-----

Signature of authorised delegate, Blacktown City Council


Plan: **DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. 56-18-00217

**SIGNATURES AND SEALS (continued)**

Executed by UPG 4 Pty Ltd  
(ABN 27 156 210 374) in accordance with  
Section 127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:



**Bhart Bhushan**  
Sole Director/Secretary

Executed by Alceon Group No.70 Pty Limited  
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Signature of ~~Director~~

Trevor Loewensohn

Name of Director in full



Signature of ~~Director~~ Company Secretary

Melanie Hedges

Name of ~~Director~~ Company Secretary in full



Signature of authorised delegate, Blacktown City Council

Plan: **DP1233033**

of Subdivision of  
Lot 299 and 300 DP1233035 and  
Easement within Lot 3 DP1245610

Covered by Subdivision  
Certificate No. 50-18-00217

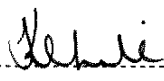
**SIGNATURES AND SEALS (continued)**

Blacktown City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993

BLACKTOWN CITY COUNCIL

  
Judith Portelli  
Manager Development Services

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

  
Signature of Witness

KATHERINE UMILA  
Full Name of Witness


Address of Witness: C/- Blacktown City Council  
62 Flushcombe Road  
Blacktown NSW

REGISTERED



19.7.2019

BLACKTOWN CITY COUNCIL

  
Judith Portelli  
Manager Development Services

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## DIAGRAM OF SANITARY DRAINAGE

Municipality of BLACKTOWN NO SEWER AVAILABLE ✓

Diagram No. 934-700

Lot 10 Richmond Rd. Marsden Park.  
 Opposite Garfield Rd. West.  
 D.P. 235714

SURVEYED - 2 OCT 1986

DATE OF  
PROGRESS  
INSPECTION

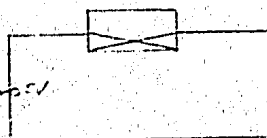
NAME  
OF  
INSPECTOR

10/4/86 4/8m SV.  
 20/10/86 4/8m Final



FOLDER IN  
MICROFILM

18 OCT 1987



LOT 10

RICHMOND RD Opp Garfield Rd.

\$25 (1/2)

SHEET NO. T.1039

Scale 1 : 500

For Engineer-in-Chief

B 14

DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
Inspector	20/10/86	Inspector	20/10/86
Examined by	20/10/86	W.C.	Bsn.
Chief Inspector		Bth.	K.S.
Tracing Checked		Shr.	T.
BRANCH OFFICE 30 MAY 1986 Date ..... Outfall ..... Drainer ..... Plumber ..... Boundary Trap is/is not required		Pig. Dge. Int. Dge. Ext.	

## SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF BLACKTOWN SUBURB OF MARSDEN PARKCopy of  
Diagram No.

655457

## INDICATES - DRAINAGE FITTINGS

■	Manhole	☒ P	P. Trap
□ Chr.	Chamber	☒ R	Reflux Valve
● L.H.	Lamp Hole	☒	Cleaning Eye
☒	Boundary Trap	○ Vert.	Vertical Pipe
☒	Inspection Shaft	IP	Induct Pipe
☒ Pit	Pit	MF	Mica Flap
☒ G	Grease Interceptor	Jn.	Junction
☒	Gully	• RP	Rodding Point

## SYMBOLS AND ABBREVIATIONS



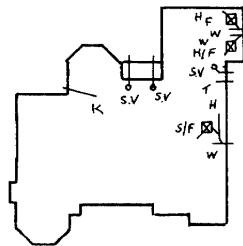
## INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS

CO	Clear Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
O SV	Soil Vent Pipe	O WS	Waste Stack

## SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



N° 1132

9

RICHMOND

RD

Scale: Approx. 1:500 Distances/depths in metres pipe diametres in millimetres

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by		Date of Issue _____		PLUMBING Inspected		YES	NO
	Inspector _____		_____		Inspector _____			
	Cert. Of Compliance No. _____		_____		Cert. Of Compliance No. _____			
	Field Diagram Examined by _____		Outfall _____		_____			
Tracing Checked by _____		Drainer _____		Plumber _____		For Regional Manager		
Boundary Trap is not required								

Connection Date: \_\_\_\_\_

Form 77/644 (A4, No. 1) (April, '87) S217 [44] Water Board Printing Services



**SEWERAGE SERVICE DIAGRAM**

M.W.S. &amp; D.B.

MUNICIPALITY OF *Blacktown*SUBURB OF *Marsden Park*Copy of  
Diagram No. **848926**

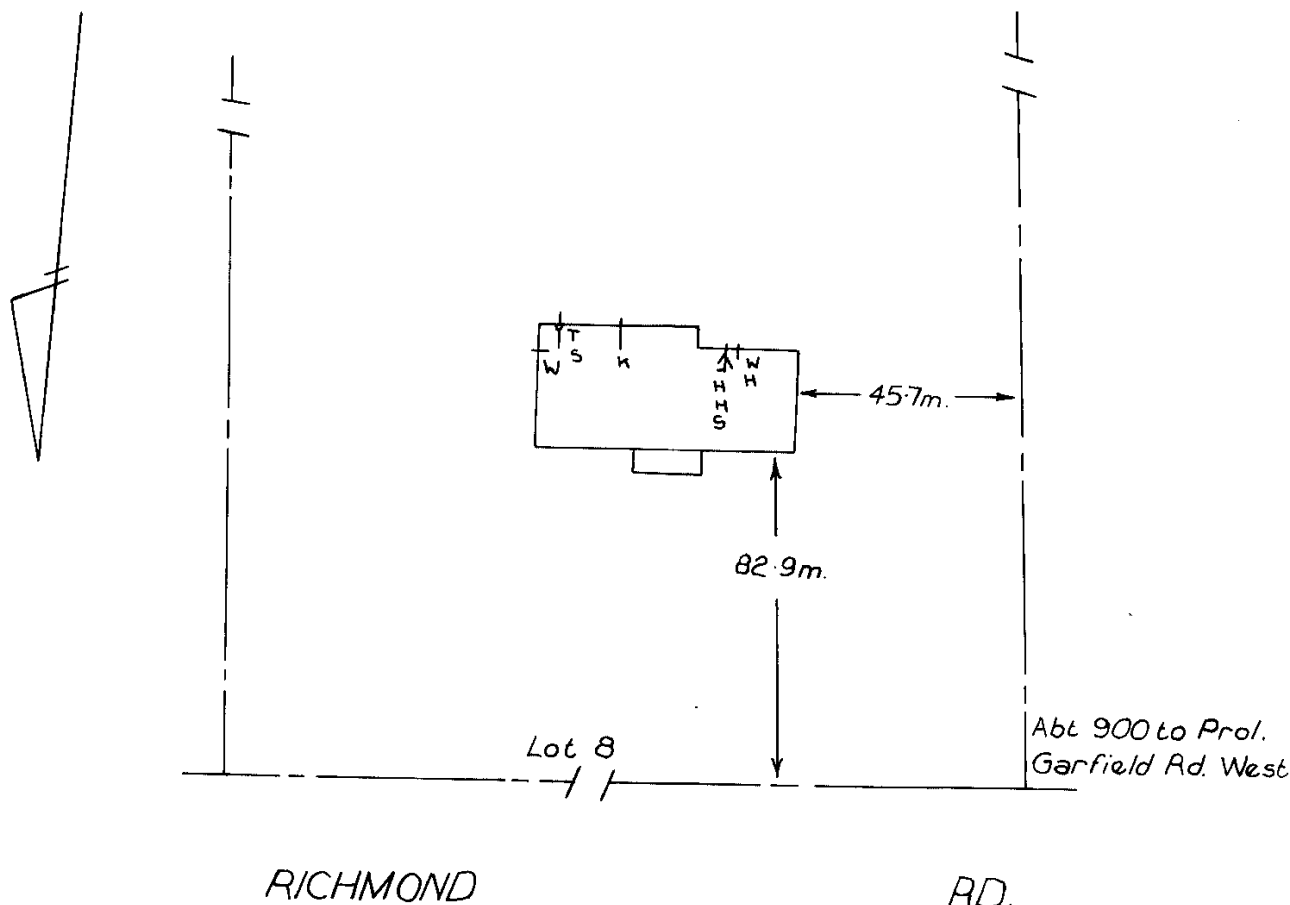
■ Manhole	☒ Gully	O WS Waste Stack	H Handbasin
□ Chr. Chamber	☒ P P Trap	IP Induct Pipe	S Shower
● L.H. Lamphole	☒ R Reflux Valve	MF Mica Flap	Jn. Junction
☒ Boundary Trap	○ Cleaning Eye	T Tubs	DW. Dishwasher
● Inspection Shaft	○ Vert Vertical Pipe	K Kitchen Sink	F Floor Waste
☒ Pit Pit	○ V Vent Pipe	W Water Closet	M Washing Machine
☒ G Grease Interceptor	○ SV Soil Vent Pipe	B Bath Waste	BS Bar Sink


**NO SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

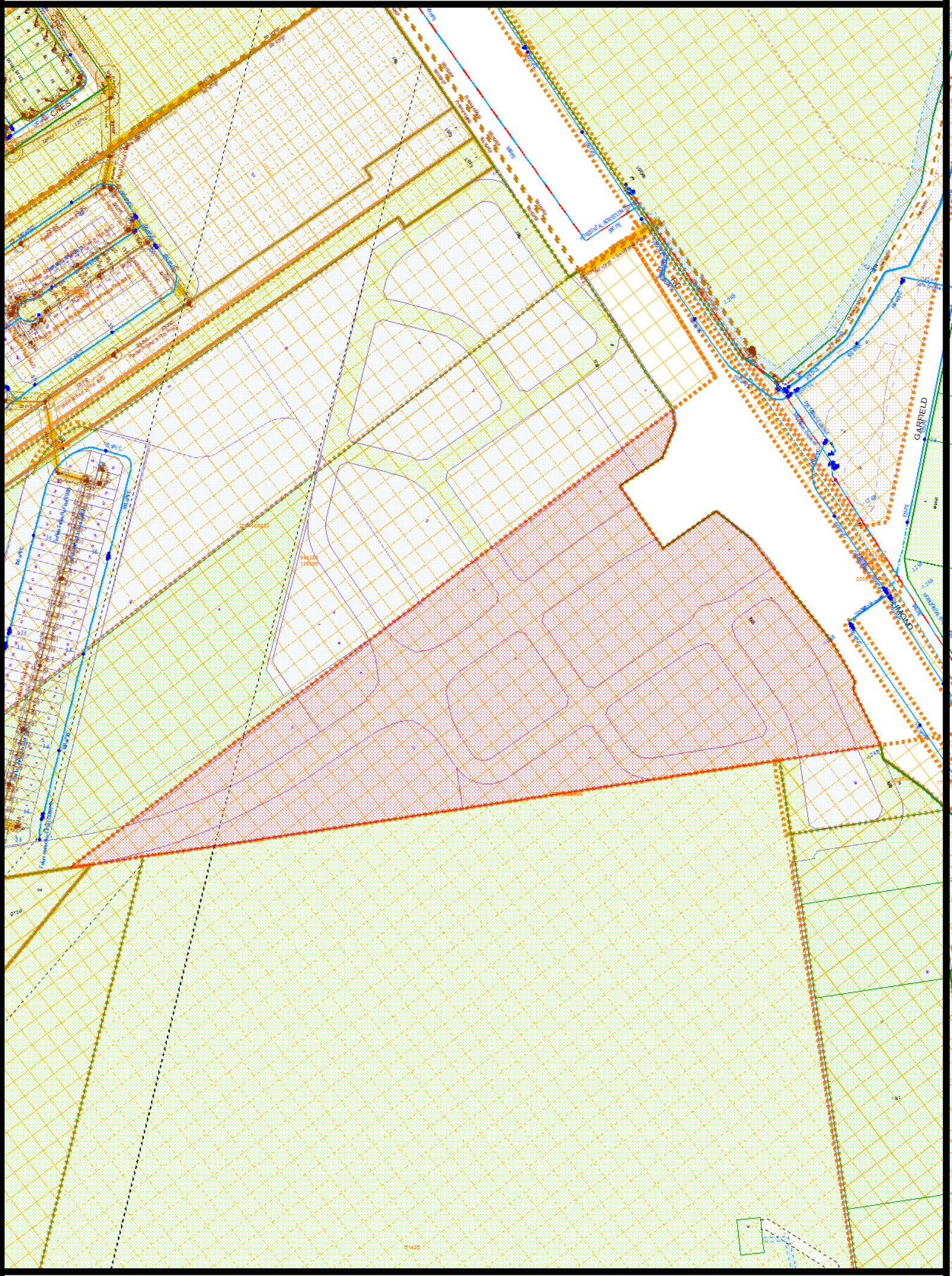


 W.s. Ur.s. SHEET No. <b>71039</b>	<b>DRAINAGE</b>		Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	<b>PLUMBING</b>	
	Supervised by		Date of Issue	Supervised by	
	Inspector		Outfall	Inspector	
	Field Diagram Examined by		Drainer	Plumber	
Chief Inspector		Plumber	Boundary Trap is/is not required		for House Services Engineer
Tracing Checked by					

Connection Date: .....

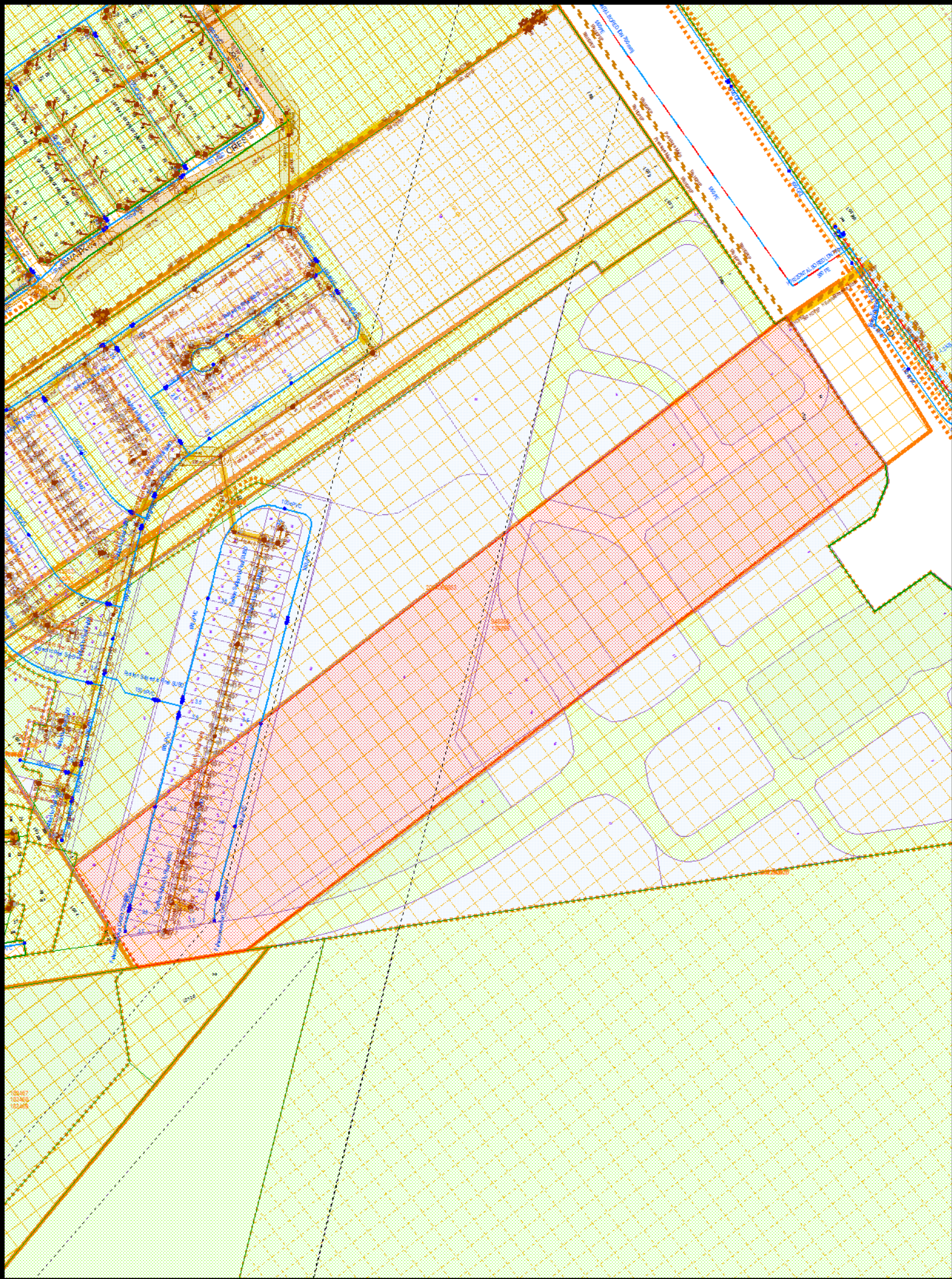
F 77



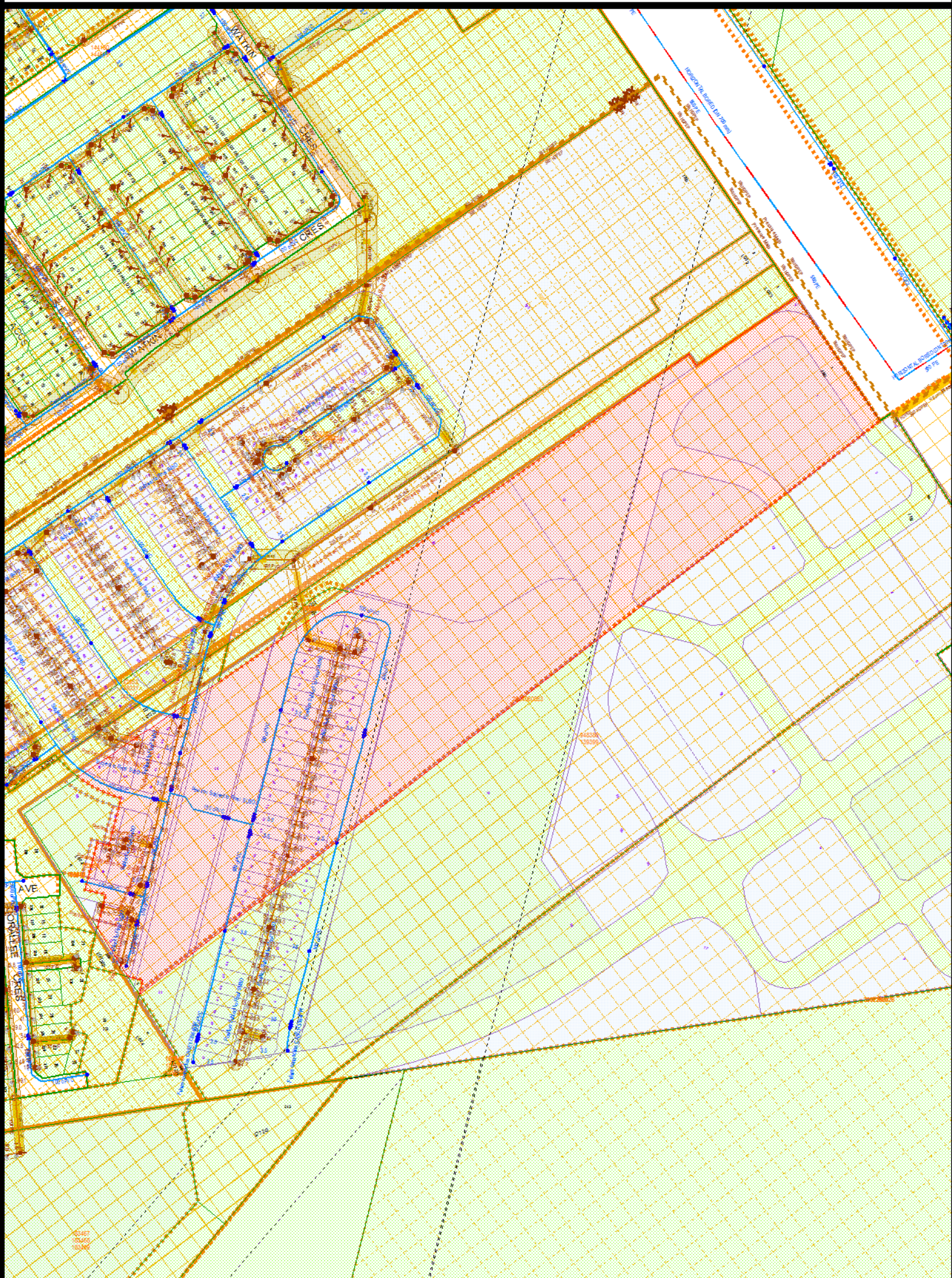


NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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









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



## Applicant Details

Your reference 200155

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2020/06182	Fee: \$53.00
Date issued	21 May 2020	Urgency fee: N/A
Receipt no.	ePay Ref 82577	

## Property information

Property ID	385591	Land ID	384372
Legal description	LOT 4 DP 1245610		
Address	1086 RICHMOND ROAD MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

## PLANNING CERTIFICATE (Section 10.7(2))

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

## Disclaimer

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

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

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

## Section 10.7(2)

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

---

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

#### 1.1 Environmental Planning Instrument

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

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

#### 1.2 Proposed Local Environmental Plans

Not applicable.

#### 1.3 State Environmental Planning Policies

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

#### 1.4 Proposed State Environmental Planning Policies

Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

#### 1.5 Development control plans

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

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

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

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

### 2.1 Zoning

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

#### **Zone R3 Medium 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**

*Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4*

#### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Wholesale supplies.*

**Zone RE1 Public Recreation**

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

**2 Permitted without consent**

*Nil*

**3 Permitted with consent**

*Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Sewerage systems; Waterbodies (artificial)*

**4 Prohibited**

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

**Zone SP2 Infrastructure**

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

**2 Permitted without consent**

*Nil*

**3 Permitted with consent**

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Sewerage systems; Water recycling facilities; Waterbodies (artificial)*

**4 Prohibited**

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

The SP2 Infrastructure zone applicable to this site is for the purposes of:

SP2 - Infrastructure-Local Road

SP2 - INFRASTRUCTURE - CLASSIFIED ROAD

**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 land is affected by road widening/road realignment by 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. 21 - Marsden Park* applies to the subject land.

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

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

## **10. Biobanking agreements**

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

## **11. Bushfire prone land**

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

Bushfire - 100m buffer

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

## **12. Property vegetation plans**

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

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

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

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

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

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

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

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

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

## **17. Paper subdivision information**

Not applicable

## **18. Site verification certificates**

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

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

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

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

### **19.1 Affected building notices**

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

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

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

## **Attachment 1 – State Environmental Planning Policies**

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

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

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

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

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**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: 792273

End of Certificate

## Applicant Details

Your reference 200155

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2020/06718	Fee: \$53.00
Date issued	01 June 2020	Urgency fee: N/A
Receipt no.	ePay Ref 84794	

## Property information

Property ID	391013	Land ID	389563
Legal description	LOT 1 DP 1252908		
Address	RICHMOND ROAD MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

## 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.

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**Email:** [s10.7certificates@blacktown.nsw.gov.au](mailto:s10.7certificates@blacktown.nsw.gov.au) • **Website:** [www.blacktown.nsw.gov.au](http://www.blacktown.nsw.gov.au)  
**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148

## Section 10.7(2)

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

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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

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

#### 1.5 Development control plans

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

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

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

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

### 2.1 Zoning

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

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

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

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

*Home occupations*

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

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

##### **4 Prohibited**

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

#### **Zone R3 Medium 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**

*Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Dual occupancies;*

*Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4*

#### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Wholesale supplies.*

### **Zone RE1 Public Recreation**

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

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

*Nil*

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

*Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Sewerage systems; Waterbodies (artificial)*

#### **4 Prohibited**

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

### **Zone SP2 Infrastructure**

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

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

*Nil*

**3 Permitted with consent**

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Sewerage systems; Water recycling facilities; Waterbodies (artificial)*

**4 Prohibited**

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

The SP2 Infrastructure zone applicable to this site is for the purposes of:  
SP2 - Infrastructure-Local Drainage

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

Not applicable

**2.3 Critical habitat**

The land does not include or comprise a critical habitat.

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

**2.4 Conservation areas**

The land is not within a conservation area.

**2.5 Environmental Heritage**

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

**3. Complying development**

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

**4. Coastal protection**

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

## **5. Mine subsidence**

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

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

The land is affected by road widening/road realignment by 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**

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

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

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

## **9. Contributions plans**

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

*Contributions Plan No. 21 - Marsden Park* applies to the subject land.

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

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

## **10. Biobanking agreements**

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

## **11. Bushfire prone land**

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

Clear of any bush fire prone land

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



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

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**18. Site verification certificates**

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### **19.1 Affected building notices**

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Authorised by Blacktown City Council  
Proforma ID: 796388

End of Certificate

## Applicant Details

Your reference 200155

INFO TRACK  
DX 578  
SYDNEY

## Certificate Details

Certificate no.	PL2020/06716	Fee: \$53.00
Date issued	01 June 2020	Urgency fee: N/A
Receipt no.	ePay Ref 84793	

## Property information

Property ID	366724	Land ID	366724
Legal description	LOT 50 DP 1196583		
Address	1132 RICHMOND ROAD MARSDEN PARK NSW 2765		
County	CUMBERLAND	Parish	ROOTYHILL

## 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.

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**All correspondence to:** The General Manager • PO Box 63 • Blacktown NSW 2148



## Section 10.7(2)

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

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

#### 1.1 Environmental Planning Instrument

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

##### **4 Prohibited**

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

#### **Zone R3 Medium 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**

*Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Dual occupancies;*

*Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4*

#### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Wholesale supplies.*

### **Zone RE1 Public Recreation**

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

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

*Nil*

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

*Building identification signs; Business identification signs; Community facilities; Drainage; Earthworks; Environmental facilities; Environmental protection works; Flood mitigation works; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Sewerage systems; Waterbodies (artificial)*

#### **4 Prohibited**

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

### **Zone SP2 Infrastructure**

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

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

*Nil*

**3 Permitted with consent**

*The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose; Drainage; Earthworks; Environmental protection works; Flood mitigation works; Roads; Sewerage systems; Water recycling facilities; Waterbodies (artificial)*

**4 Prohibited**

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

The SP2 Infrastructure zone applicable to this site is for the purposes of:

SP2 - Infrastructure-Local Drainage

SP2 - Infrastructure-Local Road

SP2 - INFRASTRUCTURE - CLASSIFIED ROAD

**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**

This lot is shown flood prone on mapping provided by the Department of Planning. The investigation for this area has not been completed and all enquiries should be directed to the Department of Planning. Flood related development controls for this lot are provided in the Development Control Plan for this area, prepared by the Department of Planning. Where development is proposed within or adjacent to land that is shown on the Flood Prone Land figure as being affected by the 1% AEP level, Council may require a more detailed flood study to be undertaken by the applicant to confirm the extent on the flood affectation on that land.

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

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

## **9. Contributions plans**

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

*Contributions Plan No. 21 - Marsden Park* applies to the subject land.

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

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

## **10. Biobanking agreements**

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

## **11. Bushfire prone land**

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

Bushfire - 100m buffer

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

**12. Property vegetation plans**

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

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

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

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

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

**15. Site compatibility certificates for infrastructure**

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

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

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

**17. Paper subdivision information**

Not applicable

**18. Site verification certificates**

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

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

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

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

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

### **19.1 Affected building notices**

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

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

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



## **Attachment 1 – State Environmental Planning Policies**

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

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

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

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

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

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

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

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

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

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

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

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

#### **SEPP (Miscellaneous Consent Provisions) 2007**

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

#### **SEPP (State Significant Precincts) 2005**

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

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

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

#### **SEPP No 1 - Development Standards**

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

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

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

**SEPP No 21 - Caravan Parks**

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

**SEPP No. 30 - Intensive Agriculture**

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

**SEPP No. 32 - Urban Consolidation**

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

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

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

**SEPP No 55 - Remediation of Land**

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

**SEPP No. 62 - Sustainable Aquaculture**

Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

**SEPP No 64 - Advertising and Signage**

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End of Certificate