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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Re/Max Prestige Shop 7.1, 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127	**phone**: 02 9319 1864 **email**: joseph.choi@remax.com.au
co-agent		
vendor	Youngran Kim and Youngkwang Kim	
vendor's solicitor	JHP Lawyers Suite 7.04, 99 York Street Sydney NSW 2000	**phone**: 02 7233 0777 **email**: jae@jhplawyers.com.au **ref**: CV:26137
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	18 Twilight Crescent Blacktown NSW 2148 LOT 5108 DEPOSITED PLAN 1247393 Folio Identifier 5108/1247393	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
☒ blinds	☒ dishwasher	☐ internet/TV receiver	☒ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price

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

balance

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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

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

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

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 the Act, section 66W, 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, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 to resolve the dispute 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *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.

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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 16.5.
3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 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
4.2.2 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.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 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.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW 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*.

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4.13 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 –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 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 –

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

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

the *party* entitled to them.

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*.

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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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, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 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.

16.4 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

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

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).

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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 4.8 or clause 30.4);

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;

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 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.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
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 14.6 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.

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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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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.

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

24.4.1 the vendor must allow or transfer –

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

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary 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 –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

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

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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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.

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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 Manual transaction
30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
● Transfer
30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
● Place for completion
30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 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
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 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.
30.8 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.
● Payments on completion
30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *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 –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 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).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *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.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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.

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SPECIAL CONDITIONS

BETWEEN the Vendor named on front page of this Contract

AND the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

1. Amendment to standard terms of contract

The clause of the standard terms of this contract is amended as follows:

(a) In Clauses 2.2 and 4.1, the word “Normally” is deleted.

(b) Clause 5.1 is deleted.

(c) In Clause 7.1.1, “5% of the price” is deleted and replaced with “1%”.

(d) In Clause 8.1.1, the words “on reasonable grounds” is deleted.

(e) In Clause 8.1.2, the words “and those grounds” is deleted.

(f) In Clauses 10.1.8 and 10.1.9, the word “substance” is deleted and replaced with “existence”.

(g) Clause 16.8 is deleted.

(h) Clauses 23.13 and 23.14 are deleted and replaced with “The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate.”

(i) Clause 23.6.1 is deleted and replaced with “the purchaser is liable for any instaments due after the completion date”.

(j) Clause 23.9 is deleted.

2. Interpretation

In this contract unless the contrary intention appears:

(a) a gender includes any gender;

(b) the singular includes the plural and vice versa;

(c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(d) headings do not affect interpretation; and

(e) a reference to legislation includes but is not limited to a modification or re-enacement of it, a legislative provision substituted for it and a regulation or staturory instrument under it.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

5. Purchaser acknowledgements

(a) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state of repair;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

(b) The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be used and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The use of the property by the vendor does not of itself mean that such use is a permitted use.

7. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of $220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

8. Completion booking cancellation

If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of $165.00 as agreed additional costs arising from each cancellation.

9. Deposit

Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

10. Requisitions

The purchaser agrees that the requisitions on title annexed to this contract are the only form of requisitions that the purchaser is entitled to make under clause 5 of this contract.

11. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

12. Smoke alarms

If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

13. Swimming pool

If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

14. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .

15. Electronic settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

17. Release of deposit

(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:

(i) the deposit; and

(ii) transfer duty,

payable by the vendor under a contract to purchase another property.

(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.

(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.

(d) The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

(e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

Conditions of sale of land by auction

(a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

(b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

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

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

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

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

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

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

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

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

(j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

(k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

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

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

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

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

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

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

Information Provided Through Triconvey2 (Reseller) Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5108/1247393

SEARCH DATE	TIME	EDITION NO	DATE
26/3/2026	8:09 PM	3	17/6/2025

LAND

LOT 5108 IN DEPOSITED PLAN 1247393
AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1247393

FIRST SCHEDULE

YOUNGRAN KIM
YOUNGKWANG KIM
AS JOINT TENANTS (T AR83472)

SECOND SCHEDULE (17 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1202939 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
3 DP1247392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
4 DP1247392 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1247392 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
6 DP1247393 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1247393 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1247393 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1247393 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1247393 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1247393 EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1247393 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
13 DP1247393 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
14 DP1247393 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 5108/1247393 PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)
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15 DP1247393 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
16 DP1247393 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
17 AV155533 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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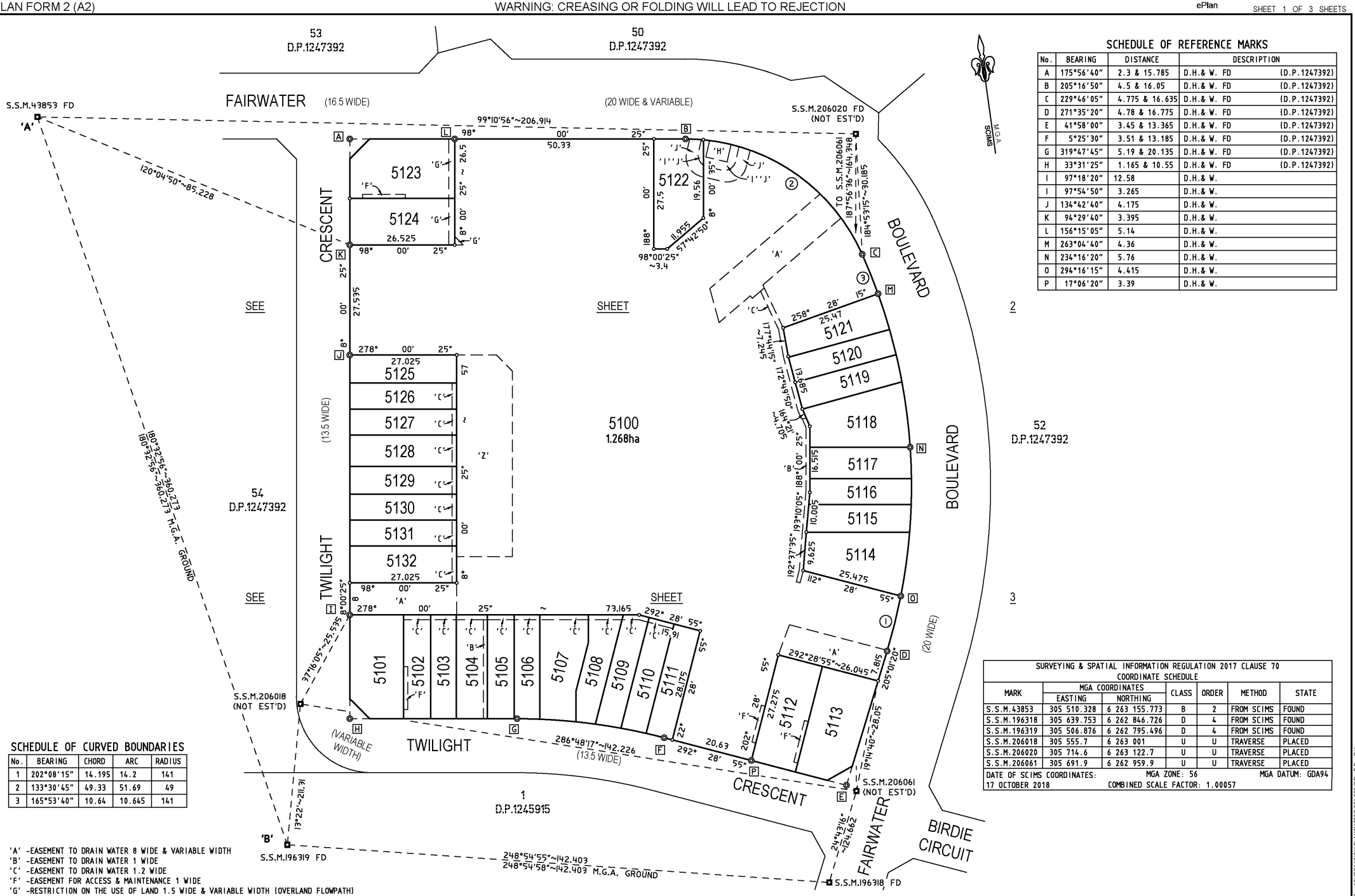

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	175°56'40"	2.3 & 15.785	D.H.& W. FD (D.P.1247392)
B	205°16'50"	4.5 & 16.05	D.H.& W. FD (D.P.1247392)
C	229°46'05"	4.775 & 16.635	D.H.& W. FD (D.P.1247392)
D	271°35'20"	4.78 & 16.775	D.H.& W. FD (D.P.1247392)
E	41°58'00"	3.45 & 13.365	D.H.& W. FD (D.P.1247392)
F	5°25'30"	3.51 & 13.185	D.H.& W. FD (D.P.1247392)
G	319°47'45"	5.19 & 20.135	D.H.& W. FD (D.P.1247392)
H	33°31'25"	1.165 & 10.55	D.H.& W. FD (D.P.1247392)
I	97°18'20"	12.58	D.H.& W.
I	97°54'50"	3.265	D.H.& W.
J	134°42'40"	4.175	D.H.& W.
K	94°29'40"	3.395	D.H.& W.
L	156°15'05"	5.14	D.H.& W.
M	263°04'40"	4.36	D.H.& W.
N	234°16'20"	5.76	D.H.& W.
O	294°16'15"	4.415	D.H.& W.
P	17°06'20"	3.39	D.H.& W.

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	202°08'15"	14.195	14.2	141
2	133°30'45"	49.33	51.69	49
3	165°53'40"	10.64	10.645	141

'A' -EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH
'B' -EASEMENT TO DRAIN WATER 1 WIDE
'C' -EASEMENT TO DRAIN WATER 1.2 WIDE
'F' -EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE
'G' -RESTRICTION ON THE USE OF LAND 1.5 WIDE & VARIABLE WIDTH (OVERLAND FLOWPATH)
'G' -POSITIVE COVENANT (OVERLAND FLOWPATH)
'H' -EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (D.P.1247392)
'I' -RESTRICTION ON THE USE OF LAND (D.P.1247392)
'J' -RESTRICTION ON THE USE OF LAND (D.P.1247392)
'Z' -THAT PART OF LOT 5100 BENEFITED BY EASEMENT 'C'

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 COORDINATE SCHEDULE

MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
S.S.M.43853	305 510.328	6 263 155.773	B	2	FROM SCIMS	FOUND
S.S.M.196318	305 639.753	6 262 846.726	D	4	FROM SCIMS	FOUND
S.S.M.196319	305 506.876	6 262 795.496	D	4	FROM SCIMS	FOUND
S.S.M.206018	305 555.7	6 263 001	U	U	TRAVERSE	PLACED
S.S.M.206020	305 714.6	6 263 122.7	U	U	TRAVERSE	PLACED
S.S.M.206061	305 691.9	6 262 959.9	U	U	TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 17 OCTOBER 2018 MGA ZONE: 56 COMBINED SCALE FACTOR: 1.00057 MGA DATUM: GDA94

SURVEYOR	PLAN OF		
Name: PHILIP NEIL McKENZIE Date: 27 NOVEMBER 2018 Reference: 1758-S51.1	SUBDIVISION OF LOT 51 D.P.1247392	LGA: BLACKTOWN Locality: BLACKTOWN Subdivision Certificate No.19-00142 Reduction Ratio: 1: 600 Lengths are in metres	Registered 26.2.2020	DP1247393

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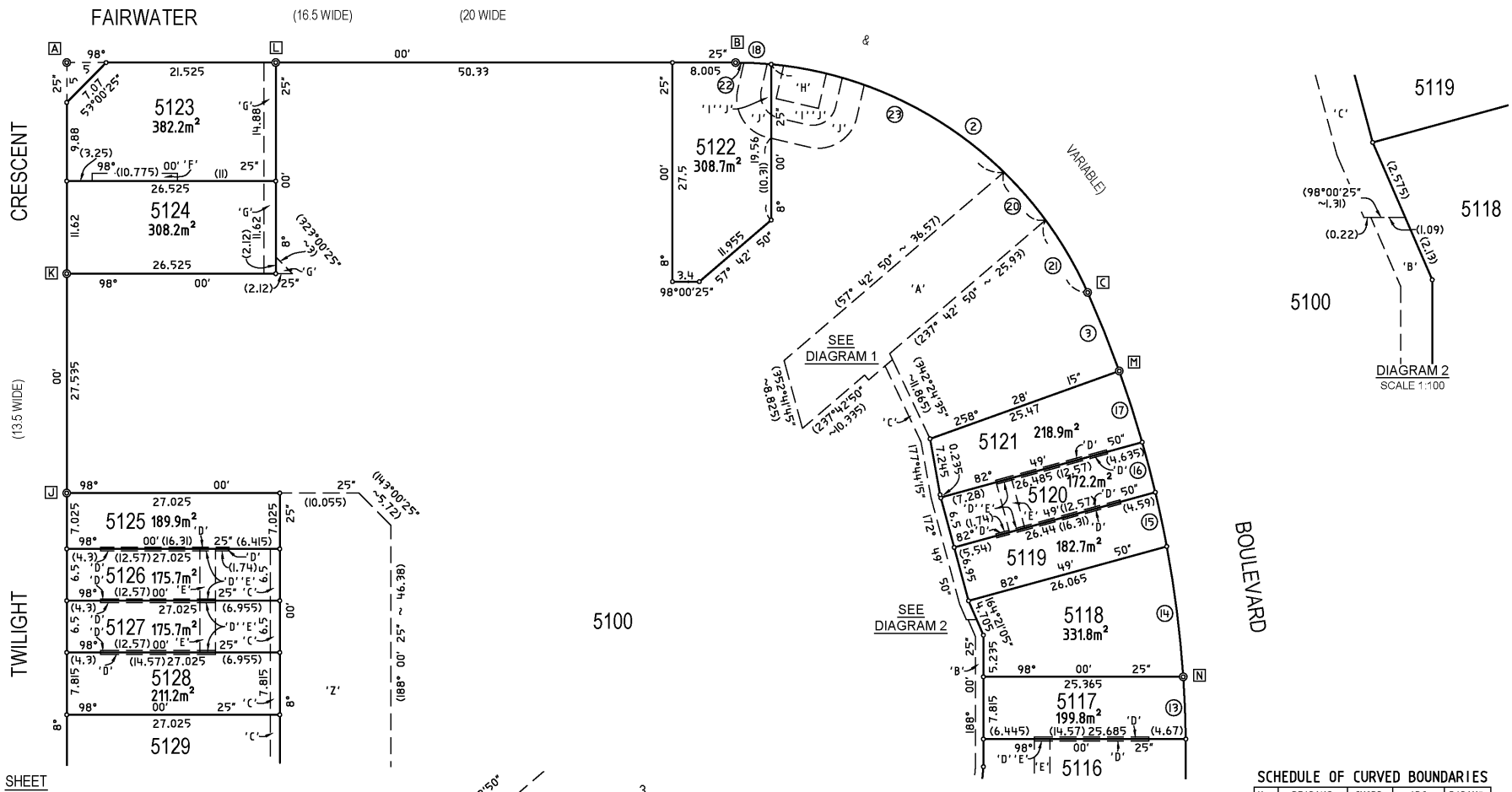
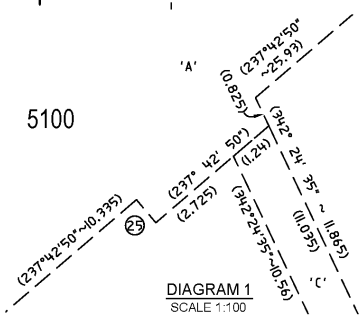
DP1247393







NOTE:
1. ALL BOUNDARIES OF EASEMENTS 'D','E' & 'F' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

'A' -EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH
'B' -EASEMENT TO DRAIN WATER 1 WIDE
'C' -EASEMENT TO DRAIN WATER 1.2 WIDE
'D' -EASEMENT FOR SUPPORT 0.25 WIDE
'E' -EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 WIDE
'F' -EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE
'G' -RESTRICTION ON THE USE OF LAND(1.5 WIDE & VARIABLE WIDTH)(OVERLAND FLOWPATH)
'G' -POSITIVE COVENANT (OVERLAND FLOWPATH)
'H' -EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (D.P.1247392)
'I' -RESTRICTION ON THE USE OF LAND (D.P.1247392)
'J' -RESTRICTION ON THE USE OF LAND (D.P.1247392)
'Z' -THAT PART OF LOT 5100 BENEFITED BY EASEMENT 'C'

SCHEDULE OF LINES

No.	BEARING	DISTANCE
25	327°42'50"	0.8

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	
A	175°56'40"	2.3 & 15.785	D.H.& W. FD	(D.P.1247392)
B	205°16'50"	4.5 & 16.05	D.H.& W. FD	(D.P.1247392)
C	229°46'05"	4.775 & 16.635	D.H.& W. FD	(D.P.1247392)
J	134°42'40"	4.175	D.H.& W.	
K	94°29'40"	3.395	D.H.& W.	
L	156°15'05"	5.14	D.H.& W.	
M	263°04'40"	4.36	D.H.& W.	
N	234°16'20"	5.76	D.H.& W.	

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
2	133°30'45"	49.33	51.69	49
3	165°53'40"	10.64	10.645	141
13	185°38'50"	7.82	7.825	141
14	180°42'20"	16.5	16.51	141
15	175°56'05"	6.96	6.965	141
16	173°12'00"	6.5	6.5	141
17	169°58'10"	9.4	9.4	141
18	100°38'35"	4.52	4.52	49
20	(146°41'50"	8	8.01	49)
21	(157°33'30"	10.545	10.565	49)
22	(98°35'55"	1.05	1.05	49)
23	(122°39'00"	32.49	33.115	49)

SURVEYOR	PLAN OF	LGA: BLACKTOWN	Registered	
Name: PHILIP NEIL McKENZIE	SUBDIVISION OF LOT 51 D.P.1247392	Locality: BLACKTOWN	26.2.2020	DP1247393
Date: 27 NOVEMBER 2018		Subdivision Certificate No.19-00142		
Reference: 1758-S51.1		Reduction Ratio: 1: 400		
		Lengths are in metres		

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'A' -EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH
'B' -EASEMENT TO DRAIN WATER 1 WIDE
'C' -EASEMENT TO DRAIN WATER 1.2 WIDE
'D' -EASEMENT FOR SUPPORT 0.25 WIDE
'E' -EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 WIDE
'F' -EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE
'Z' -THAT PART OF LOT 5100 BENEFITED BY EASEMENT 'C'

NOTE:
1. ALL BOUNDARIES OF EASEMENTS 'D','E' & 'F' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	
D	271°35'20"	4.78 & 16.775	D.H.& W. FD	(D.P.1247392)
E	41°58'00"	3.45 & 13.365	D.H.& W. FD	(D.P.1247392)
F	5°25'30"	3.51 & 13.185	D.H.& W. FD	(D.P.1247392)
G	319°47'45"	5.19 & 20.135	D.H.& W. FD	(D.P.1247392)
H	33°31'25"	1.165 & 10.55	D.H.& W. FD	(D.P.1247392)
I	97°18'20"	12.58	D.H.& W.	
I	97°54'50"	3.265	D.H.& W.	
O	294°16'15"	4.415	D.H.& W.	
P	17°06'20"	3.39	D.H.& W.	

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	202°08'15"	14.195	14.2	141
4	279°10'15"	6.095	6.095	150
5	282°04'50"	9.14	9.14	150
6	284°46'10"	4.94	4.94	150
7	286°57'35"	6.53	6.53	150
8	289°27'05"	6.51	6.51	150
9	291°35'15"	4.685	4.685	150
10	195°58'35"	16.115	16.125	141
11	191°17'25"	6.94	6.94	141
12	188°33'30"	6.5	6.5	141
19	(204°59'	0.195	0.195	141)
24	(202°05'50"	14.005	14.01	141)

SURVEYOR	PLAN OF		Registered	
Name: PHILIP NEIL McKENZIE	SUBDIVISION OF LOT 51 D.P.1247392	LGA: BLACKTOWN Locality: BLACKTOWN Subdivision Certificate No.19-00142 Reduction Ratio: 1: 300 Lengths are in metres	26.2.2020	DP1247393
Date: 27 NOVEMBER 2018				
Reference: 1758-S51.1				

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DP1247393

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ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Registered: 26.2.2020 Office Use Only

Title System: TORRENS

Office Use Only

DP1247393

PLAN OF
SUBDIVISION OF LOT 51 D.P.1247392

LGA: BLACKTOWN
Locality: BLACKTOWN
Parish: PROSPECT
County: CUMBERLAND

Survey Certificate

I, PHILIP NEIL McKENZIE

of CRAIG & RHODES PTY LTD

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 27 NOVEMBER 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: 'A' - 'B'

Type: *Urban/~~*Rural~~

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

Signature: P McKenzie Dated: 30/01/2020

Surveyor Identification No: 8179
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 section 6.15 *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: 5.2.2020

Subdivision Certificate number: SC-19-00142

File number: DA-17-02320

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
D.P.1247392

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

Surveyor's Reference: 1758-S51.1

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

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758S S51 S03 [02] - E.D - P.K.

Req:R928228 /Doc:DP 1247393 P /Rev:26-Feb-2020 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:5 of 7
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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 26.2.2020

Office Use Only

DP1247393

PLAN OF
SUBDIVISION OF LOT 51 D.P.1247392

Subdivision Certificate number: SC-19-00142

Date of Endorsement: 5.2.2020

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 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED
TO CREATE:-

1. EASEMENT TO DRAIN WATER 8 WIDE & VARIABLE WIDTH (A)
2. EASEMENT TO DRAIN WATER 1 WIDE (B)
3. EASEMENT TO DRAIN WATER 1.2 WIDE (C)
4. EASEMENT FOR SUPPORT 0.25 WIDE (D)
5. EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 WIDE (E)
6. EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE (F)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. RESTRICTION ON THE USE OF LAND(1.5 WIDE & VARIABLE WIDTH) (OVERLAND FLOWPATH) (G)
11. POSITIVE COVENANT (OVERLAND FLOWPATH) (G)
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S51.1

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 26.2.2020

Office Use Only

DP1247393

PLAN OF
SUBDIVISION OF LOT 51 D.P.1247392

Subdivision Certificate number: SC-19-00142

Date of Endorsement: 5.2.2020

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
5100	NOT AVAILABLE			
5101	32	TWILIGHT	CRESCENT	BLACKTOWN
5102	30	TWILIGHT	CRESCENT	BLACKTOWN
5103	28	TWILIGHT	CRESCENT	BLACKTOWN
5104	26	TWILIGHT	CRESCENT	BLACKTOWN
5105	24	TWILIGHT	CRESCENT	BLACKTOWN
5106	22	TWILIGHT	CRESCENT	BLACKTOWN
5107	20	TWILIGHT	CRESCENT	BLACKTOWN
5108	18	TWILIGHT	CRESCENT	BLACKTOWN
5109	16	TWILIGHT	CRESCENT	BLACKTOWN
5110	14	TWILIGHT	CRESCENT	BLACKTOWN
5111	12	TWILIGHT	CRESCENT	BLACKTOWN
5112	4	TWILIGHT	CRESCENT	BLACKTOWN
5113	2	TWILIGHT	CRESCENT	BLACKTOWN
5114	163	FAIRWATER	BOULEVARD	BLACKTOWN
5115	165	FAIRWATER	BOULEVARD	BLACKTOWN
5116	167	FAIRWATER	BOULEVARD	BLACKTOWN
5117	169	FAIRWATER	BOULEVARD	BLACKTOWN
5118	171	FAIRWATER	BOULEVARD	BLACKTOWN
5119	173	FAIRWATER	BOULEVARD	BLACKTOWN
5120	175	FAIRWATER	BOULEVARD	BLACKTOWN
5121	177	FAIRWATER	BOULEVARD	BLACKTOWN
5122	185	FAIRWATER	BOULEVARD	BLACKTOWN
5123	60	TWILIGHT	CRESCENT	BLACKTOWN
5124	58	TWILIGHT	CRESCENT	BLACKTOWN
5125	48	TWILIGHT	CRESCENT	BLACKTOWN
5126	46	TWILIGHT	CRESCENT	BLACKTOWN
5127	44	TWILIGHT	CRESCENT	BLACKTOWN
5128	42	TWILIGHT	CRESCENT	BLACKTOWN
5129	40	TWILIGHT	CRESCENT	BLACKTOWN
5130	38	TWILIGHT	CRESCENT	BLACKTOWN
5131	36	TWILIGHT	CRESCENT	BLACKTOWN
5132	34	TWILIGHT	CRESCENT	BLACKTOWN

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S51.1

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered: 26.2.2020 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 51 D.P.1247392	DP1247393
Subdivision Certificate number: SC-19-00142 Date of Endorsement: 5.2.2020	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.

EXECUTED BY AUSTRALAND RESIDENTIAL No.165 Pty Limited

(ACN 107 356 712)

By its attorney.....

Under Power of Attorney Book 4762 No. 628

In the presence of:

.....
Signature of Witness

Nadim Akar
Name of Witness (Print)

1 Homebush Bay Drive, RHODES, NSW 2138

DEVELOPMENT MANAGER
Address and Occupation of Witness

.....
Attorney

RAYMOND GABLE BAKSMATI
Name of Attorney (Print)

31 JANUARY 2020.
Date of Execution

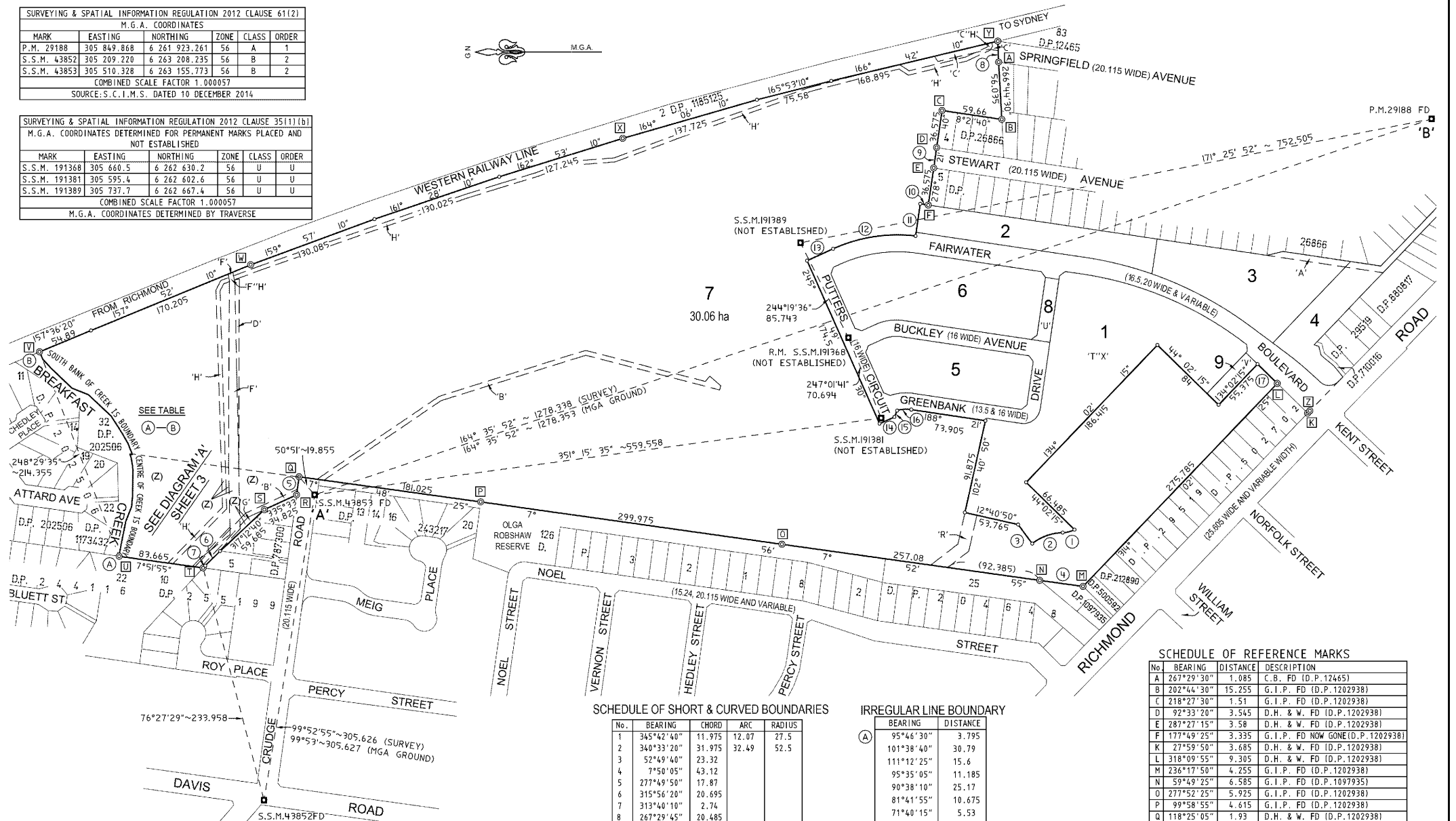
If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S51.1

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G S51 S03 102] - E.D - P.K

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M. 29188	305 849.868	6 261 923.261	56	A	1
S.S.M. 43852	305 209.220	6 263 208.235	56	B	2
S.S.M. 43853	305 510.328	6 263 155.773	56	B	2
COMBINED SCALE FACTOR 1.000057					
SOURCE:S.C.I.M.S. DATED 10 DECEMBER 2014					

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED AND NOT ESTABLISHED					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 191368	305 660.5	6 262 630.2	56	U	U
S.S.M. 191381	305 595.4	6 262 602.6	56	U	U
S.S.M. 191389	305 737.7	6 262 667.4	56	U	U
COMBINED SCALE FACTOR 1.000057					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					



'A' - EASEMENT FOR DRAINAGE 6.095 WIDE & VARIABLE (VIDE G495730)
'B' - EASEMENT FOR SEWERAGE PURPOSES 4.57, 7.62 WIDE & VARIABLE (VIDE L705580)
'C' - EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (VIDE Q238087)
'D' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE T677804)
'F' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE S580692)
'G' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE D.P.785936)
'H' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599)
'R' - EASEMENT TO DRAIN WATER 12 WIDE
'T' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (ENTIRE LOT)
'U' - EASEMENT FOR SERVICES AND DRAINAGE 13.5 WIDE & VARIABLE (ENTIRE LOT)
'V' - EASEMENT FOR SERVICES AND DRAINAGE 16 WIDE (ENTIRE LOT)
'X' - RESTRICTION ON USE OF LAND (POND DETENTION SYSTEM)
(Z) - LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
- LAND EXCLUDES MINERALS & IS SUBJECT TO RIGHTS TO MINE (684816)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	345°42'40"	11.975	12.07	27.5
2	340°33'20"	31.975	32.49	52.5
3	52°49'40"	23.32		
4	7°50'05"	43.12		
5	277°49'50"	17.87		
6	315°56'20"	20.695		
7	313°40'10"	2.74		
8	267°29'45"	20.485		
9	278°21'40"	20.115		
10	8°21'40"	8.045		
11	278°21'	31.68		
12	351°11'25"	82.405	83.405	155.5
13	335°49'30"	28.05		
14	155°49'30"	16		
15	113°06'20"	6.805		
16	176°23'30"	14.09	14.19	34
17	224°02'25"	27.075		

IRREGULAR LINE BOUNDARY

	BEARING	DISTANCE
A	95°46'30"	3.795
	101°38'40"	30.79
	111°12'25"	15.6
	95°35'05"	11.185
	90°38'10"	25.17
	81°41'55"	10.675
	71°40'15"	5.53
	187°49'55"	2.295
	68°33'05"	10.665
	59°50'45"	10.735
	56°51'40"	20.74
	42°55'30"	30.59
	21°16'25"	17.4
	43°19'	28.045
	46°52'40"	12.18
B	66°15'	7.975

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	267°29'30"	1.085	C.B. FD (D.P.12465)
B	202°44'30"	15.255	G.I.P. FD (D.P.1202938)
C	218°27'30"	1.51	G.I.P. FD (D.P.1202938)
D	92°33'20"	3.545	D.H. & W. FD (D.P.1202938)
E	287°27'15"	3.58	D.H. & W. FD (D.P.1202938)
F	177°49'25"	3.335	G.I.P. FD NOW GONE(D.P.1202938)
K	27°59'50"	3.685	D.H. & W. FD (D.P.1202938)
L	318°09'55"	9.305	D.H. & W. FD (D.P.1202938)
M	236°17'50"	4.255	G.I.P. FD (D.P.1202938)
N	59°49'25"	6.585	G.I.P. FD (D.P.1097935)
O	277°52'25"	5.925	G.I.P. FD (D.P.1202938)
P	99°58'55"	4.615	G.I.P. FD (D.P.1202938)
Q	118°25'05"	1.93	D.H. & W. FD (D.P.1202938)
R	162°40'30"	5.96	G.I.P. FD (D.P.1202938)
S	238°37'25"	1.18	G.I.P. FD (D.P.1202938)
T	222°24'15"	3.04	G.I.P. FD (D.P.1202938)
U	15°04'35"	13.41	G.I.P. FD (D.P.1202938)
V	349°25'55"	15.725	G.I.P. FD (D.P.1202938)
W	73°03'50"	1.805	G.I.P. FD (D.P.1202938)
X	148°45'30"	16.92	G.I.P. FD (D.P.1202938)
Y	67°49'40"	8.245	D.H. & W. FD (D.P.1202938)
Z	74°49'40"	4.12	D.H. & W. FD (D.P.1202938)

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140

Surveyor: DUNCAN JOHN SIM
Date of Survey: 5 DECEMBER 2014
Surveyor's Ref: 1758 P1

PLAN OF
SUBDIVISION OF LOT 1 D.P.1202938

LGA: BLACKTOWN
Locality: BLACKTOWN & MARAYONG
Subdivision No. 13266
Lengths are in metres. Reduction Ratio 1: 2500

Registered
11.8.2015

DP1202939

DP1202939

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:1 of 6
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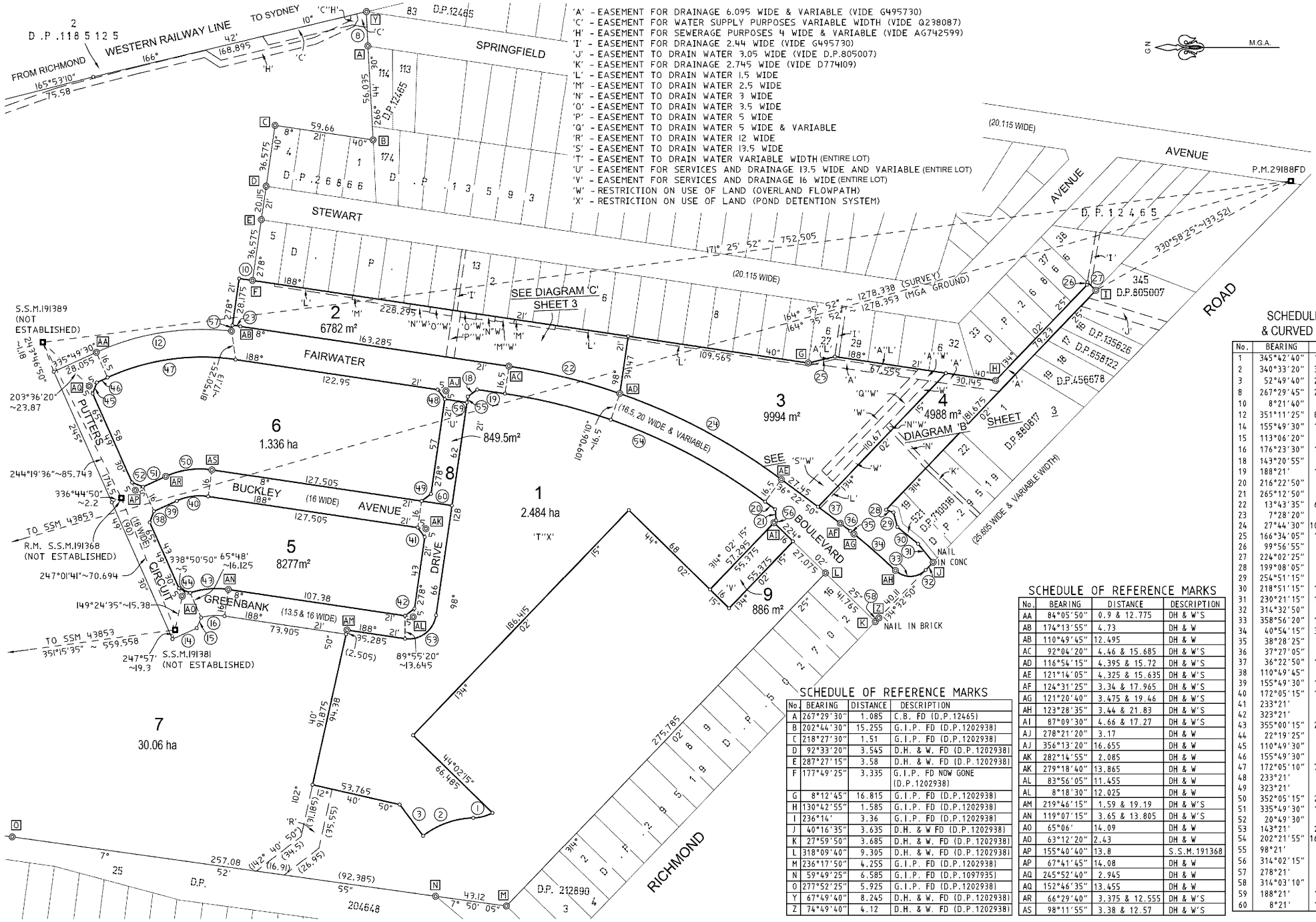

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	345°42'40"	11.975	12.07	27.5
2	340°33'20"	31.975	32.49	52.5
3	52°49'40"	23.32		
8	267°29'45"	20.485		
10	8°21'40"	8.045		
12	351°11'25"	82.405	83.405	155.5
14	155°49'30"	16		
15	113°06'20"	6.805		
16	176°23'30"	14.09	14.19	34
18	143°20'55"	7.07		
19	188°21'	16.835		
20	216°22'50"	7.62		
21	265°12'50"	6.585		
22	13°43'35"	68.49	68.59	365.5
23	7°28'20"	4.87	4.87	159
24	27°44'30"	109.805	110.225	365.5
25	166°34'05"	16.42		
26	99°56'55"	1.54		
27	224°02'25"	6.96		
28	199°08'05"	4.82		
29	254°51'15"	9.005		
30	218°51'15"	16.05		
31	230°21'15"	14.16		
32	314°32'50"	6.405		
33	358°56'20"	18.205	20.165	13.015
34	40°54'15"	34.88	34.895	411.5
35	38°28'25"	1.12		
36	37°27'05"	7.435	7.435	203.5
37	36°22'50"	16.655		
38	110°49'45"	7.07		
39	155°49'30"	15.035		
40	172°05'15"	19.04	19.3	34
41	233°21'	7.07		
42	323°21'	7.07		
43	355°00'15"	23.08	23.29	50
44	22°19'25"	7.255		
45	110°49'30"	7.07		
46	155°49'30"	7.05		
47	172°05'10"	77.85	78.905	139
48	233°21'	7.07		
49	323°21'	7.07		
50	352°05'15"	28.005	28.385	50
51	335°49'30"	15.035		
52	20°49'30"	7.07		
53	143°21'	23.335	25.92	16.5
54	202°21'55"	169.045	170.74	349
55	98°21'	3.5		
56	314°02'15"	1.92		
57	278°21'	3.505		
58	314°03'10"	3.125		
59	188°21'	13.5		
60	8°21'	18.5		

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
AA	84°05'50"	0.9 & 12.775	DH & W'S
AB	174°13'55"	4.73	DH & W
AB	110°49'45"	12.495	DH & W
AC	92°04'20"	4.46 & 15.685	DH & W'S
AD	116°54'15"	4.395 & 15.72	DH & W'S
AE	121°14'05"	4.325 & 15.635	DH & W'S
AF	124°31'25"	3.34 & 17.965	DH & W'S
AG	121°20'40"	3.475 & 19.46	DH & W'S
AH	123°28'35"	3.44 & 21.83	DH & W'S
AI	87°09'30"	4.66 & 17.27	DH & W'S
AJ	278°21'20"	3.17	DH & W
AJ	356°13'20"	16.655	DH & W
AK	282°14'55"	2.085	DH & W
AK	279°18'40"	13.865	DH & W
AL	83°56'05"	11.455	DH & W
AL	8°18'30"	12.025	DH & W
AM	219°46'15"	1.59 & 19.19	DH & W'S
AN	119°07'15"	3.65 & 13.805	DH & W'S
AO	65°06'	14.09	DH & W
AO	63°12'20"	2.43	DH & W
AP	155°40'40"	13.8	S.S.M.191368
AP	67°41'45"	14.08	DH & W
AQ	245°52'40"	2.945	DH & W
AQ	152°46'35"	13.455	DH & W
AR	66°29'40"	3.375 & 12.555	DH & W'S
AS	98°11'55"	3.38 & 12.57	DH & W'S

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	267°29'30"	1.085	C.B. FD (D.P.12465)
B	202°44'30"	15.255	G.I.P. FD (D.P.1202938)
C	218°27'30"	1.51	G.I.P. FD (D.P.1202938)
D	92°33'20"	3.545	D.H. & W. FD (D.P.1202938)
E	287°27'15"	3.58	D.H. & W. FD (D.P.1202938)
F	177°49'25"	3.335	G.I.P. FD NOW GONE (D.P.1202938)
G	8°12'45"	16.815	G.I.P. FD (D.P.1202938)
H	130°42'55"	1.585	G.I.P. FD (D.P.1202938)
I	236°14'	3.36	G.I.P. FD (D.P.1202938)
J	40°16'35"	3.635	D.H. & W FD (D.P.1202938)
K	27°59'50"	3.685	D.H. & W. FD (D.P.1202938)
L	318°09'40"	9.305	D.H. & W. FD (D.P.1202938)
M	236°17'50"	4.255	G.I.P. FD (D.P.1202938)
N	59°49'25"	6.585	G.I.P. FD (D.P.1097935)
O	277°52'25"	5.925	G.I.P. FD (D.P.1202938)
Y	67°49'40"	8.245	D.H. & W. FD (D.P.1202938)
Z	74°49'40"	4.12	D.H. & W. FD (D.P.1202938)

Surveyor: DUNCAN JOHN SIM Date of Survey: 5 DECEMBER 2014 Surveyor's Ref: 1758 P1	PLAN OF SUBDIVISION OF LOT 1 D.P.1202938	LGA: BLACKTOWN Locality: BLACKTOWN & MARAYONG Subdivision No. 13266 Lengths are in metres. Reduction Ratio 1: 1500	Registered 11.8.2015	DP1202939

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:2 of 6
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DP1202939

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:3 of 6
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DP1202939

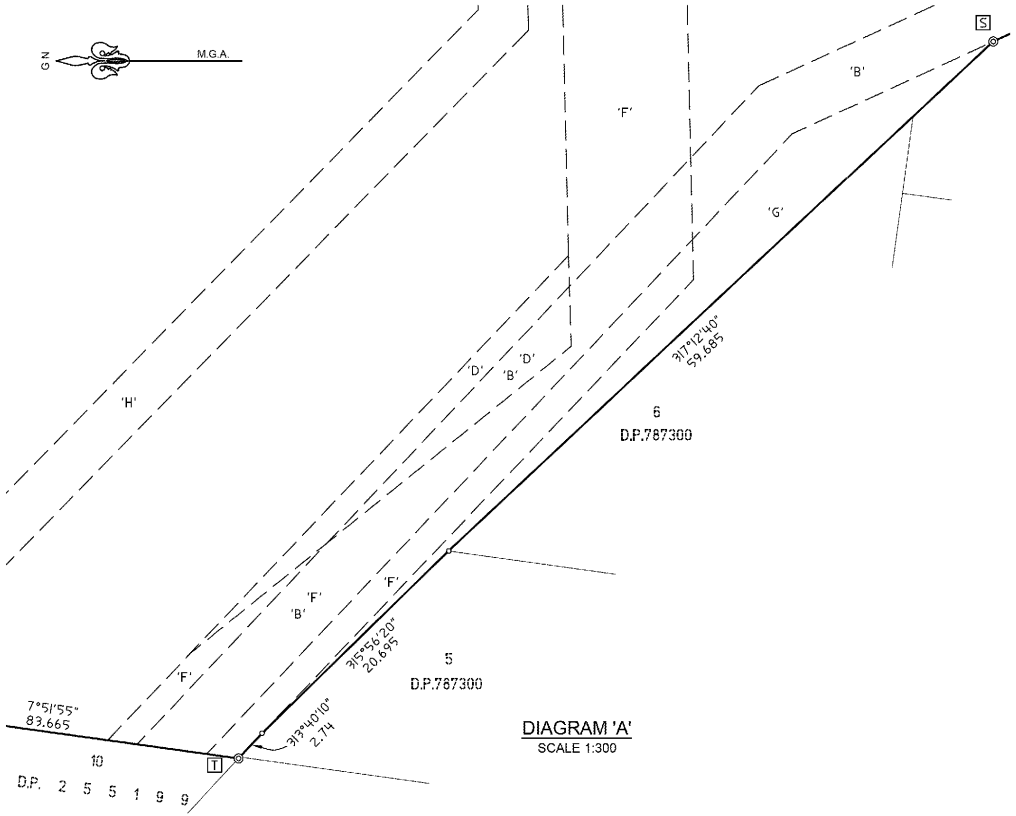

DIAGRAM 'A'
SCALE 1:300

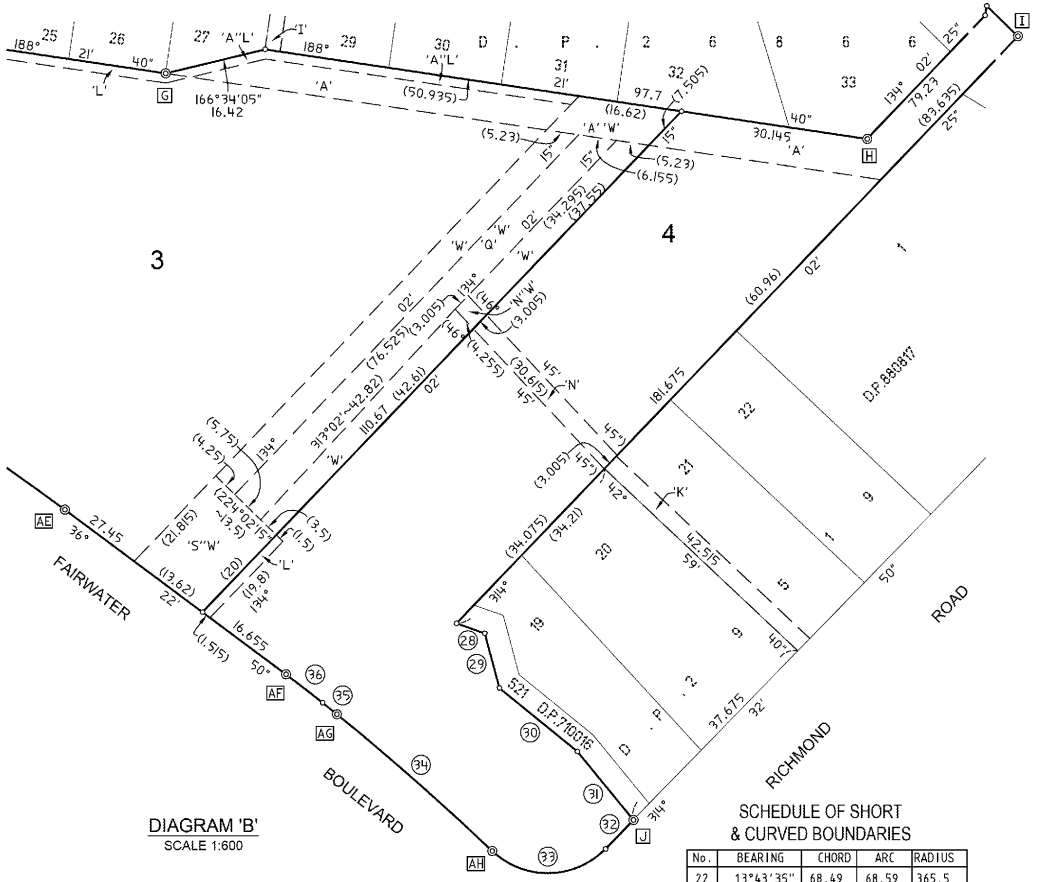

DIAGRAM 'B'
SCALE 1:600

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
22	13°43'35"	68.49	68.59	365.5
23	7°28'20"	4.87	4.87	159
28	199°08'05"	4.82		
29	254°51'15"	9.005		
30	218°51'15"	16.05		
31	230°21'15"	14.16		
32	314°32'50"	6.405		
33	358°56'20"	18.205	20.165	13.015
34	40°54'15"	34.88	34.895	411.5
35	38°28'25"	1.12		
36	37°27'05"	7.435	7.435	203.5

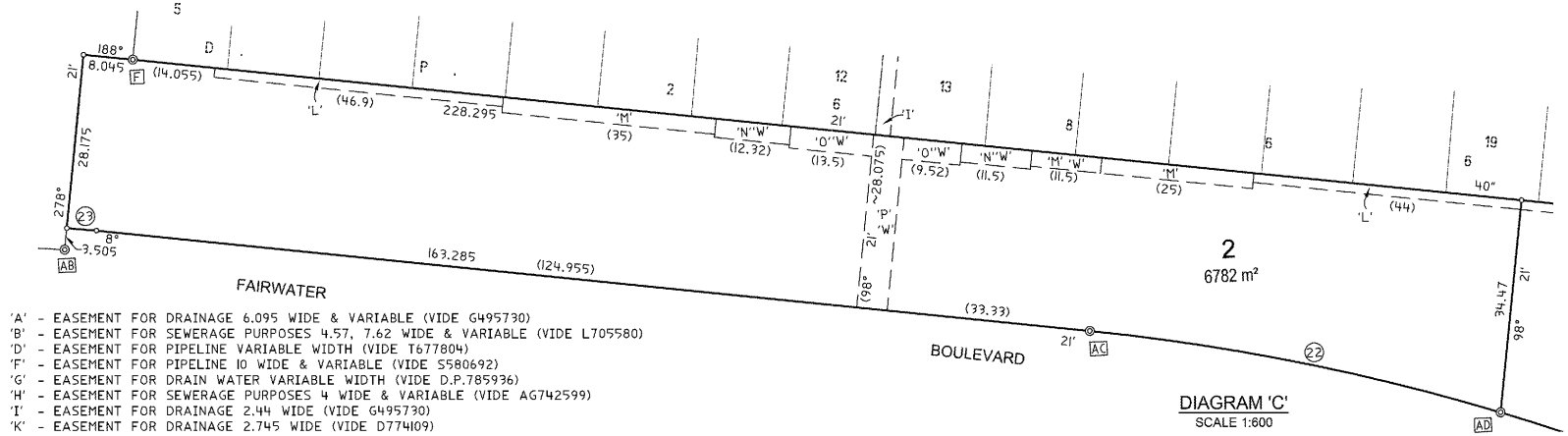

DIAGRAM 'C'
SCALE 1:600

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
F	177°49'25"	3.335	G.I.P. FD NOW GONE (D.P.1202938)
G	8°12'45"	16.815	G.I.P. FD (D.P.1202938)
H	130°42'55"	1.585	G.I.P. FD (D.P.1202938)
I	236°14'	3.36	G.I.P. FD (D.P.1202938)
J	40°16'35"	3.635	DH & W FD (D.P.1202938)
S	238°37'25"	1.18	G.I.P. FD (D.P.1202938)
T	222°24'15"	3.04	G.I.P. FD (D.P.1202938)
AB	174°13'55"	4.73	DH & W
AB	110°49'45"	12.495	DH & W
AC	92°04'20"	4.46 & 15.685	DH & W'S
AD	116°54'15"	4.395 & 15.72	DH & W'S
AE	121°14'05"	4.325 & 15.635	DH & W'S
AF	124°31'25"	3.34 & 17.965	DH & W'S
AG	121°20'40"	3.475 & 19.46	DH & W'S
AH	123°28'35"	3.44 & 21.83	DH & W'S

'A' - EASEMENT FOR DRAINAGE 6.095 WIDE & VARIABLE (VIDE G495730)
'B' - EASEMENT FOR SEWERAGE PURPOSES 4.57, 7.62 WIDE & VARIABLE (VIDE L705580)
'D' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE T677804)
'F' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE S580692)
'G' - EASEMENT FOR DRAIN WATER VARIABLE WIDTH (VIDE D.P.785936)
'H' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599)
'I' - EASEMENT FOR DRAINAGE 2.44 WIDE (VIDE G495730)
'K' - EASEMENT FOR DRAINAGE 2.745 WIDE (VIDE D774109)
'L' - EASEMENT TO DRAIN WATER 1.5 WIDE
'M' - EASEMENT TO DRAIN WATER 2.5 WIDE
'N' - EASEMENT TO DRAIN WATER 3 WIDE
'O' - EASEMENT TO DRAIN WATER 3.5 WIDE
'P' - EASEMENT TO DRAIN WATER 5 WIDE
'Q' - EASEMENT TO DRAIN WATER 5 WIDE & VARIABLE
'S' - EASEMENT TO DRAIN WATER 13.5 WIDE
'W' - RESTRICTION ON USE OF LAND (OVERLAND FLOWPATH)

	10	20	30	40	50	Table of mm	80	90	100	110	120	130	140

Surveyor: DUNCAN JOHN SIM Date of Survey: 5 DECEMBER 2014 Surveyor's Ref: 1758 P1	PLAN OF SUBDIVISION OF LOT 1 D.P.1202938	LGA: BLACKTOWN Locality: BLACKTOWN & MARAYONG Subdivision No. 13266 Lengths are in metres. Reduction Ratio: AS SHOWN	Registered 11.8.2015	DP1202939

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:4 of 6
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.8.2015

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1202939

PLAN OF SUBDIVISION OF LOT 1
D.P. 1202938

LGA: BLACKTOWN

Locality: BLACKTOWN AND MARAYONG

Parish: PROSPECT

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ALAN MIDDLEMISS

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

Signature: Alan Middlemiss

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 29 JUNE 2015

Subdivision Certificate number: 13266

File number: DAP-13-1964

*Strike through if inapplicable.

Survey Certificate

I, DUNCAN JOHN SIM

of CRAIG & RHODES PTY LTD, P.O. Box 233 EPPING N.S.W. 1710

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 5 December 2014 .....

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

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

Signature: ..... Dated: 19/06/2015....

Surveyor ID: 1982 .....

Datum Line: X-Y .....

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

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

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

1. FAIRWATER BOULEVARD (16.5, 20 WIDE & VARIABLE)
2. GREENBANK DRIVE (13.5 & 16 WIDE)
3. PUTTERS CIRCUIT (16 WIDE)
4. BUCKLEY AVENUE (16 WIDE)

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

D.P. 1202938

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1758 P1

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:5 of 6
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.8.2015

Office Use Only

DP1202939

PLAN OF SUBDIVISION OF LOT 1
D.P. 1202938

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

Subdivision Certificate number: 13266

Date of Endorsement: 29/6/15

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (L)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (M)
3. EASEMENT TO DRAIN WATER 3 WIDE (N)
4. EASEMENT TO DRAIN WATER 3.5 WIDE (O)
5. EASEMENT TO DRAIN WATER 5 WIDE (P)
6. EASEMENT TO DRAIN WATER 5 WIDE & VARIABLE (Q)
7. EASEMENT TO DRAIN WATER 12 WIDE (R)
8. EASEMENT TO DRAIN WATER 13.5 WIDE (S)
9. EASEMENT TO DRAIN WATER VARIABLE WIDTH (T) (ENITRE LOT)
10. EASEMENT FOR SERVICES AND DRAINAGE 13.5 WIDE AND VARIABLE (U) (ENITRE LOT)
11. EASEMENT FOR SERVICES AND DRAINAGE 16 WIDE ~~AND VARIABLE~~ (V) (ENITRE LOT)
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND (Overland Flowpath)
14. POSITIVE COVENANT(Overland Flowpath)
15. RESTRICTION ON USE OF LAND (Pond Detention System)
16. POSITIVE COVENANT(Pond Detention System)

SURVEYING & SPATIAL INFORMATION REGUATION 2012 Clause 60(c)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758 P1

Req:R928230 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:6 of 6
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.8.2015

Office Use Only

DP1202939

PLAN OF SUBDIVISION OF LOT 1
D.P. 10202938

Subdivision Certificate number: 13266

Date of Endorsement: 29.6.2015

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

EXECUTED by **AUSTRALAND RESIDENTIAL No.165 PTY Limited**
(ACN 107 356 712) as Trustee of the
AUSTRALAND RESIDENTIAL ASHLAR UNIT TRUST

By its attorney, Raymond Baksmati .....

Under Power of Attorney Book ...4640...No. 197...

In the presence of:

Simon Twiggs
Signature of Witness

Attorney

Simon Twiggs SIMON TWIGGS
Name of Witness (Print)

Raymond Baksmati RAYMOND GABLE BAKSMATI
Name of Attorney (Print)

1 Homebush Bay Drive, RHODES, N.S.W 2138

Development Mannager
Address and Occupation of Witness

3 AUGUST 2015
Date of execution

If space is insufficient use additional annexure sheet

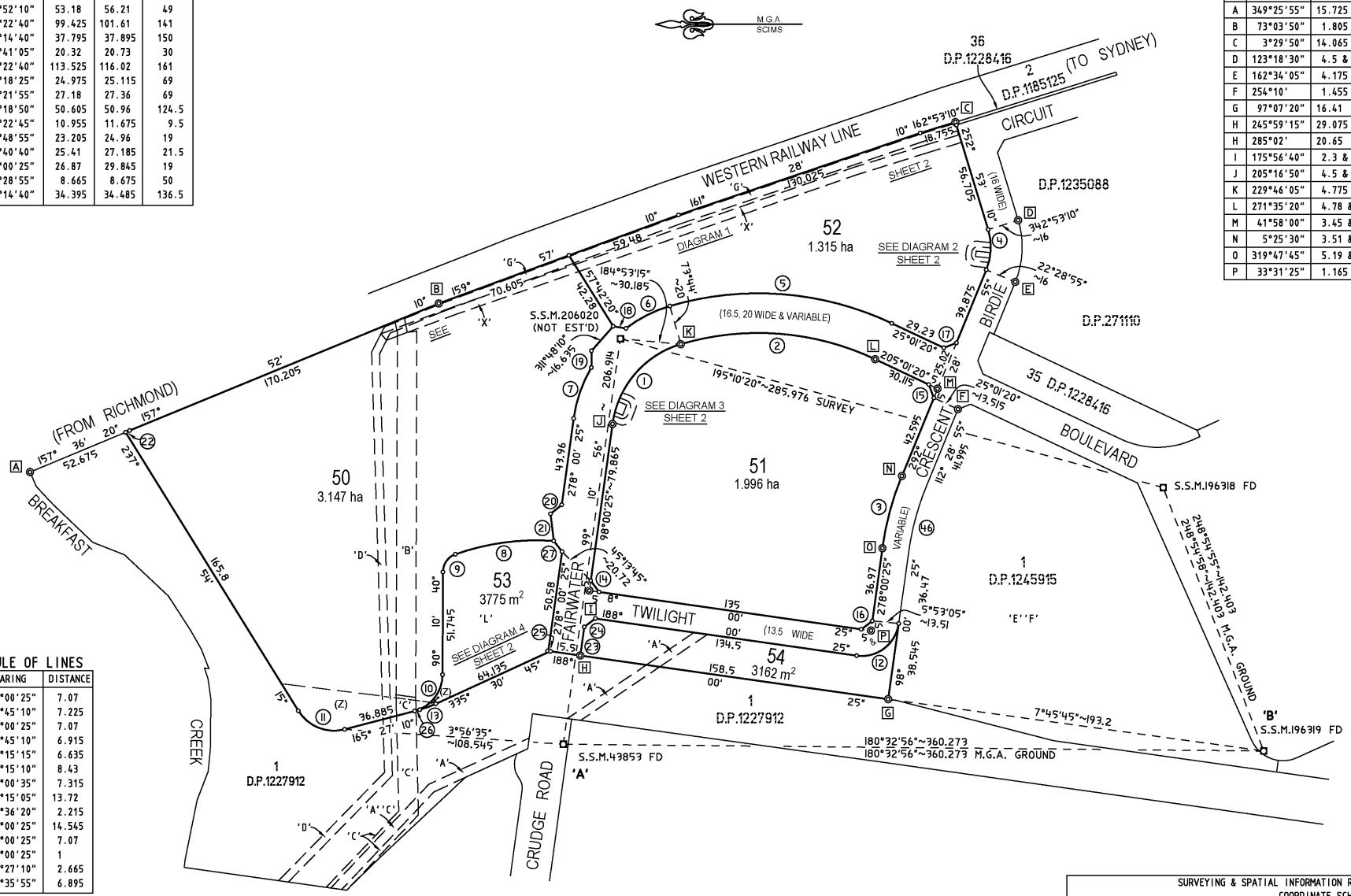
Surveyor's Reference: ~~1758 P01~~ 1758 P1

SCHEDULE OF CURVED LINES

No.	BEARING	CHORD	ARC	RADIUS
1	130°52'10"	53.18	56.21	49
2	184°22'40"	99.425	101.61	141
3	285°14'40"	37.795	37.895	150
4	272°41'05"	20.32	20.73	30
5	4°22'40"	113.525	116.02	161
6	333°18'25"	24.975	25.115	69
7	289°21'55"	27.18	27.36	69
8	352°18'50"	50.605	50.96	124.5
9	305°22'45"	10.955	11.675	9.5
10	307°48'55"	23.205	24.96	19
11	21°40'40"	25.41	27.185	21.5
12	143°00'25"	26.87	29.845	19
13	340°28'55"	8.665	8.675	50
46	105°14'40"	34.395	34.485	136.5

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	
A	349°25'55"	15.725	G.I.P. FD	(D.P.1202938)
B	73°03'50"	1.805	G.I.P. FD	(D.P.1202938)
C	3°29'50"	14.065	D.H.& W. FD	(D.P.1228416)
D	123°18'30"	4.5 & 19.155	D.H.& W. FD	(D.P.1228416)
E	162°34'05"	4.175 & 16.295	D.H.& W. FD	(D.P.1228416)
F	254°10'	1.455	D.H.& W. FD	(D.P.1228416)
G	97°07'20"	16.41	G.I.P. FD	(D.P.1245915)
H	245°59'15"	29.075	D.H.& W.	
H	285°02'	20.65	D.H.& W.	
I	175°56'40"	2.3 & 15.785	D.H.& W.	
J	205°16'50"	4.5 & 16.05	D.H.& W.	
K	229°46'05"	4.775 & 16.635	D.H.& W.	
L	271°35'20"	4.78 & 16.775	D.H.& W.	
M	41°58'00"	3.45 & 13.365	D.H.& W.	
N	5°25'30"	3.51 & 13.185	D.H.& W.	
O	319°47'45"	5.19 & 20.135	D.H.& W.	
P	33°31'25"	1.165 & 10.55	D.H.& W.	



SCHEDULE OF LINES

No.	BEARING	DISTANCE
14	53°00'25"	7.07
15	248°45'10"	7.225
16	323°00'25"	7.07
17	338°45'10"	6.915
18	9°15'15"	6.635
19	270°15'10"	8.43
20	321°00'35"	7.315
21	263°15'05"	13.72
22	157°36'20"	2.215
23	98°00'25"	14.545
24	143°00'25"	7.07
25	188°00'25"	1
26	345°27'10"	2.665
27	231°35'55"	6.895

(Z) - LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
- LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - 684816

'A' - EASEMENT FOR SEWERAGE PURPOSES 4.57, 7.62 WIDE & VARIABLE (VIDE L705580)
'B' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE S580692, T745831 & T745832)
'C' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE T677804)
'D' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART REMAINING)
'E' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE D.P.1211215)
'F' - RESTRICTIONS ON USE OF LAND & POSITIVE COVENANTS (VIDE D.P.1211215)
'G' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (G)
'L' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (L) (WHOLE OF LOT)
'X' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART BEING RELEASED)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70
COORDINATE SCHEDULE

MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
S.S.M.43853	305 510.328	6 263 155.773	B	2	SCIMS	FOUND
S.S.M.196318	305 639.753	6 262 846.726	D	4	SCIMS	FOUND
S.S.M.196319	305 506.876	6 262 795.496	D	4	SCIMS	FOUND
S.S.M.206020	305 714.6	6 263 122.7	U	U	TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 17 OCTOBER 2018 | MGA ZONE: 56 | COMBINED SCALE FACTOR: 1.000057 | MGA DATUM: GDA94

SURVEYOR Name: PHILIP NEIL McKENZIE Date: 27/11/2018 Reference: 1758-P5A	PLAN OF SUBDIVISION OF LOT 3 D.P.1245915	LGA: BLACKTOWN Locality: BLACKTOWN & MARAYONG Subdivision Cert. No.: 19-00111 Reduction Ratio: 1: 1500 Lengths are in metres	Registered 4.2.2020	DP1247392

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DP1247392
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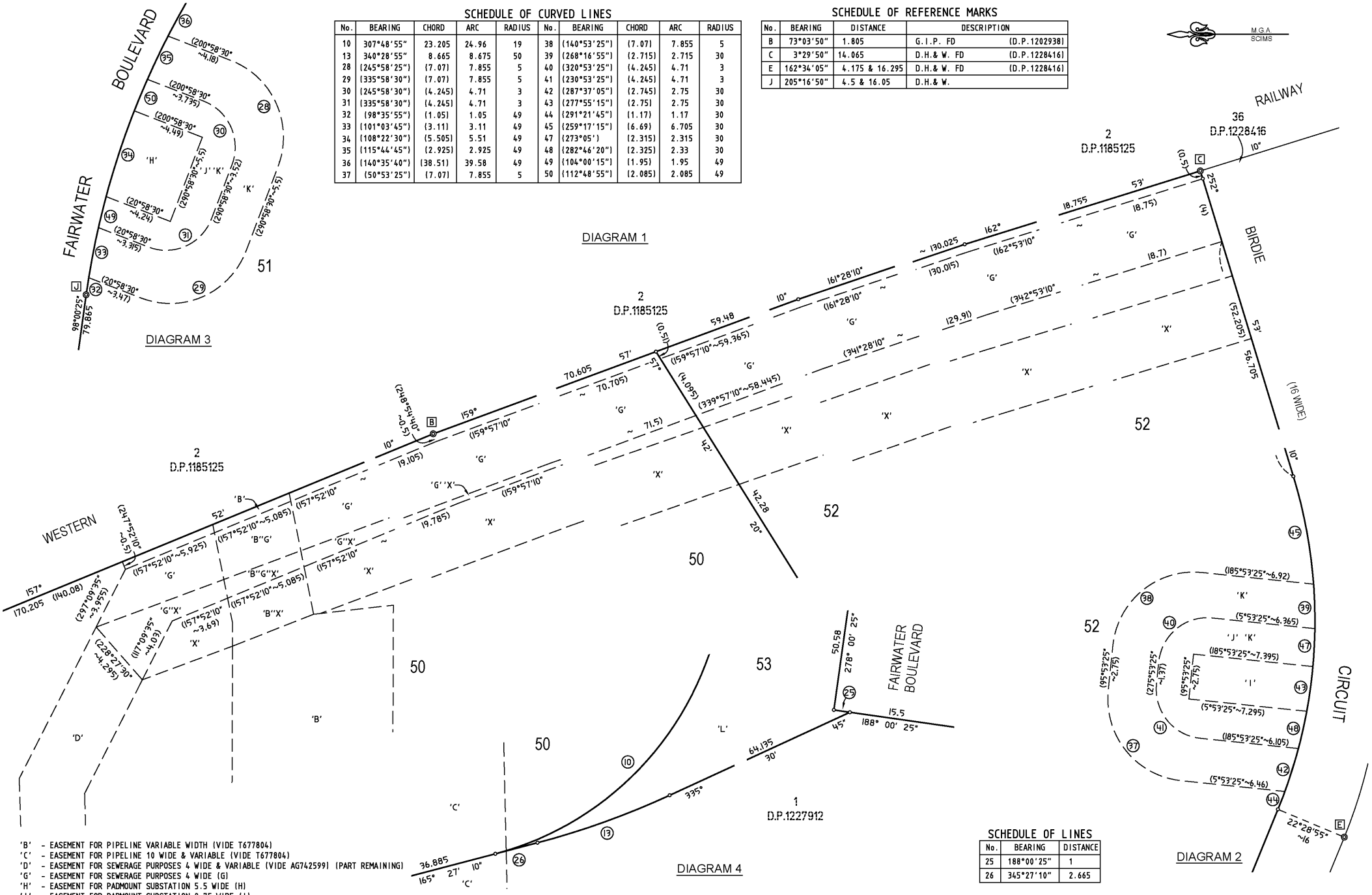
SCHEDULE OF CURVED LINES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
10	307°48'55"	23.205	24.96	19	38	(140°53'25")	(7.07)	7.855	5
13	340°28'55"	8.665	8.675	50	39	(268°16'55")	(2.715)	2.715	30
28	(245°58'25")	(7.07)	7.855	5	40	(320°53'25")	(4.245)	4.71	3
29	(335°58'30")	(7.07)	7.855	5	41	(230°53'25")	(4.245)	4.71	3
30	(245°58'30")	(4.245)	4.71	3	42	(287°37'05")	(2.745)	2.75	30
31	(335°58'30")	(4.245)	4.71	3	43	(277°55'15")	(2.75)	2.75	30
32	(98°35'55")	(1.05)	1.05	49	44	(291°21'45")	(1.17)	1.17	30
33	(101°03'45")	(3.11)	3.11	49	45	(259°17'15")	(6.69)	6.705	30
34	(108°22'30")	(5.505)	5.51	49	47	(273°05')	(2.315)	2.315	30
35	(115°44'45")	(2.925)	2.925	49	48	(282°46'20")	(2.325)	2.33	30
36	(140°35'40")	(38.51)	39.58	49	49	(104°00'15")	(1.95)	1.95	49
37	(50°53'25")	(7.07)	7.855	5	50	(112°48'55")	(2.085)	2.085	49

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	
B	73°03'50"	1.805	G.I.P. FD	(D.P.1202938)
C	3°29'50"	14.065	D.H.& W. FD	(D.P.1228416)
E	162°34'05"	4.175 & 16.295	D.H.& W. FD	(D.P.1228416)
J	205°16'50"	4.5 & 16.05	D.H.& W.	



'B' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE T677804)
'C' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE T677804)
'D' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART REMAINING)
'G' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (G)
'H' - EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (H)
'I' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (I)
'J' - RESTRICTION ON THE USE OF LAND (J)
'K' - RESTRICTION ON THE USE OF LAND (K)
'L' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (L) (WHOLE OF LOT)
'X' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART BEING RELEASED)

SCHEDULE OF LINES

No.	BEARING	DISTANCE
25	188°00'25"	1
26	345°27'10"	2.665

SURVEYOR	PLAN OF	LGA: BLACKTOWN	Registered	
Name: PHILIP NEIL McKENZIE	SUBDIVISION OF LOT 3 D.P.1245915	Locality: BLACKTOWN & MARAYONG	4.2.2020	DP1247392
Date: 27/11/2018		Subdivision Cert. No.: 19-00111		
Reference: 1758-P5A		Reduction Ratio: 1: 150		
		Lengths are in metres		

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ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 4.2.2020

Title System: TORRENS

Office Use Only

DP1247392

PLAN OF
SUBDIVISION OF LOT 3 D.P.1245915

LGA: BLACKTOWN
Locality: BLACKTOWN & MARAYONG
Parish: PROSPECT
County: CUMBERLAND

Survey Certificate

I, PHILIP NEIL McKENZIE

of CRAIG & RHODES PTY LTD

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 27 NOVEMBER 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: 'A' - 'B'

Type: *Urban/~~*Rural~~

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

Signature: P.McKenzie Dated: 28/11/2019

Surveyor Identification No: 8179
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, ALAN MIDDLEMISS

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: Alan Middlemiss

Accreditation number: N/A

Consent Authority: Blacktown City Council

Date of endorsement: 2 December 2019

Subdivision Certificate number: SC-19-00111

File number: DA-17-00463

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.
D.P.1202938
D.P.1228416
D.P.1245915

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: -
1. THE EXTENSION OF FAIRWATER BOULEVARD
2. TWILIGHT CRESCENT

Surveyor's Reference: 1758-P5A

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

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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered: 4.2.2020 Office Use Only

Office Use Only

DP1247392

PLAN OF
SUBDIVISION OF LOT 3 D.P.1245915

Subdivision Certificate number: SC-19-00111

Date of Endorsement: 2.12.19

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED
TO CREATE:-

1. EASEMENT FOR SEWERAGE PURPOSES 4 WIDE (G)
2. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (H)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (I)
4. RESTRICTION ON THE USE OF LAND (J)
5. RESTRICTION ON THE USE OF LAND (K)
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT TO DRAIN WATER VARIABLE WIDTH (L) (WHOLE OF LOT)
8. RESTRICTION ON THE USE OF LAND

TO RELEASE:-
1. EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE
(VIDE AG742599)(PARTIAL RELEASE)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-P5A

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 4.2.2020 Office Use Only

Office Use Only

DP1247392

PLAN OF
SUBDIVISION OF LOT 3 D.P.1245915

Subdivision Certificate number: SC-19-00111

Date of Endorsement: 2.12.19

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.

EXECUTED BY AUSTRALAND RESIDENTIAL No.165 Pty Limited

(ACN 107 356 712)

By its attorney.....

Under Power of Attorney Book 4762 No. 628

In the presence of:

.....
Signature of Witness

Nadim Akkari
Name of Witness (Print)

1 Homebush Bay Drive, RHODES, NSW 2138

.....
Address and Occupation of Witness

.....
Attorney

Raymond Sable Baksmati
Name of Attorney (Print)

4/12/2019
Date of Execution

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-P5A

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G P5A S01(10) - GII & AP - D.J.S.

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Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Full Name and address of owner(s) of the land:

AUSTRALAND RESIDENTIAL NO. 165 PTY LTD
Level 3, 1C Homebush Bay Drive
RHODES NSW 2138

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (L)	2	Lots 5 to 8 DP26866 inclusive, Lots 17 to 27 DP26866 inclusive
		3	Lots 29 to 31 DP26866 inclusive
		4	Blacktown City Council
2.	Easement to Drain Water 2.5 Wide (M)	2	Lots 5 – 27 inclusive, 29, 30 DP26866
3.	Easement to Drain Water 3 Wide (N)	2	Lots 5 – 27 inclusive, 29, 30 DP26866
		3	Blacktown City Council
		4	Blacktown City Council
4.	Easement to Drain Water 3.5 Wide (O)	2	Lots 5 – 27 including 29, 30 DP26866
5.	Easement to Drain Water 5 Wide (P)	2	Blacktown City Council
6.	Easement to Drain Water 5 Wide & Variable (Q)	3	Blacktown City Council
7.	Easement to Drain Water 12 Wide (R)	7	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL ..... Alan McKinnon .....
~~General Manager~~/ Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Part 1 (Cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
8.	Easement to Drain Water 13.5 Wide (S)	3	Blacktown City Council
9.	Easement to Drain Water Variable Width (T)	Entire Lot 1	Blacktown City Council
10.	Easement for Services & Drainage 13.5 Wide & Variable (U)	Entire Lot 8	Blacktown City Council
11.	Easement for Services & Drainage 16 Wide ~~& Variable~~ (V)	Entire Lot 9	Blacktown City Council
12.	Restriction on Use of Land	Lots 1 to 7 inclusive	Blacktown City Council
13.	Restriction on Use of Land (Overland Flowpath)	2, 3	Blacktown City Council
14.	Positive Covenant (Overland Flowpath)	2, 3	Blacktown City Council
15.	Restriction on Use of Land (Pond Detention System)	1	Blacktown City Council
16.	Positive Covenant (Pond Detention System)	1	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL ..... Alan McKinnon .....
~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938
covered by Council's Subdivision
Certificate No. 13266
Dated: 29 June 2015

Part 2

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

Easement for Services as set out in Part 9 of Schedule 4A of the Conveyancing Act 1919 together with Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release vary or modify easement numbered 10 in the plan is Blacktown City Council.

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

Easement for Services as set out in Part 9 of Schedule 4A of the Conveyancing Act 1919 together with Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release vary or modify easement numbered 11 in the plan is Blacktown City Council.

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

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

The Authority having the power to release, vary or modify the terms of the restriction numbered 12 in the abovementioned plan is Blacktown City Council.

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

1. The registered proprietor(s), covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lots(s) and denoted 'W' on the abovementioned plans that they will not, without the prior and express written consent of the Authority benefited:

    a. Do any act, matter or thing which would prevent the overland flowpath from operating in a safe and efficient manner.

    b. Make or permit or suffer the making of any alterations or additions to the overland flowpath.

APPROVED BY BLACKTOWN COUNCIL .....
~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266 Dated: 29 June 2015

Part 2 (cont)

c. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flowpath.

2. Any boundary or internal fencing that crosses the overland flowpath is to be open mesh style within 500mm of finished ground level, with the mesh openings designed to provide a minimum 80% clear area. The underside of the fencing shall provide a minimum clear opening of 100mm to ground level

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

   For the purposes of this restriction "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steve Johnson of Land Development Certificates Pty Ltd as Construction Certificate No. 13117 on 14/07/14 and contained within the aforementioned Easement to Drain Water 5 Wide & Variable. A copy of this Construction Certificate is held on Council file no. CC 14-961.

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

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

1. The registered proprietor(s), covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lots(s) and denoted 'W' on the abovementioned plan that they will:

   a. Keep the overland flowpath clean and free from silt, rubbish and debris.

   b. Maintain and repair at the sole expense of the registered proprietors(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.

   c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

APPROVED BY BLACKTOWN COUNCIL ..... Alan McMonnin .....

~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938
covered by Council's Subdivision
Certificate No. 13266
Dated: 29 June 2015

Part 2 (cont)

d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

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

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

   b. The council may recover from the registered proprietor in a court of competent jurisdiction:

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

      II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

4. For the purposes of this restriction "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steve Johnson of Land Development Certificates Pty Ltd as Construction Certificate No. 13117 on 14/07/14 and contained within the aforementioned Easement to Drain Water 5 Wide & Variable. A copy of this Construction Certificate is held on Council file no. CC 14-961.

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

APPROVED BY BLACKTOWN COUNCIL ..... Alan McMahon

~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Part 2 (cont)

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

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

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

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

5. For the purpose of this restriction, 'the device' means the Pond Detention System to be constructed and/or installed on the land as required by Development Consent No 13-1964 and as detailed on the plans approved by Land Development Certificates Pty Ltd as Construction Certificate No. 13117 on 14/07/14 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file no. CC 14-961.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

The Authority having the power to release, vary or modify the terms of the restriction numbered 15 in the abovementioned plan is Blacktown City Council.

APPROVED BY BLACKTOWN COUNCIL ..... Alan McKinnon
~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Part 2 (cont)

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

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Pond Detention System (hereinafter referred to as 'the device') to be constructed and/or installed within the lots hereby burdened that they will:

(a) Keep the device clean and free from silt, rubbish and debris

(b) Maintain and repair the device at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements a copy of which is held on Council File DA 13-1964. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

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

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

APPROVED BY BLACKTOWN COUNCIL ..... Alan McGlynn
~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Part 2 (cont)

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

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

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

6. For the purposes of this covenant, 'the device' means the Pond Detention System to be constructed and/or installed on the land as detailed on the plans approved by Land Development Certificates Pty Ltd as required by Construction Certificate No. 13117 on 14/07/14, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file no. CC 14-961.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

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

APPROVED BY BLACKTOWN COUNCIL ..... Alan McMonnin
~~General Manager~~ / Authorised Officer

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Plan: DP1202939

Plan of Subdivision of Lot 1 D.P. 1202938 covered by Council's Subdivision Certificate No. 13266
Dated: 29 June 2015

Part 2

Executed by)
AUSTRALAND RESIDENTIAL)
NO. 165 PTY LTD)
(ACN 107 356 712))
Under power of attorney registered)
Book No in the presence of:)

Book ~~4680~~ 4640
No ~~199~~ 197

Signature of Witness

Signature of Attorney

SIMON IWIGGS
Name of Witness

RAYMOND GABLE BAKSHAT
Name of Attorney

BLACKTOWN CITY COUNCIL
ALAN MIDDLEMISS
A/Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....
~~General Manager~~ / Authorised Officer

REGISTERED 11.8.2015

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

ePlan

Lengths are in Metres

Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Full Name and address of owner(s) of the land:

AUSTRALAND RESIDENTIAL NO. 165 PTY LTD
Level 3, 1C Homebush Bay Drive
RHODES NSW 2138

Part 1 (Creation)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Sewerage Purposes 4 Wide (G)	50, 52	Sydney Water Corporation
2.	Easement for Padmount Substation 5.5 Wide (H)	Part 51	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3.	Easement for Padmount Substation 2.75 Wide (I)	Part 52	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4.	Restriction on the Use of Land (J)	Part 51, Part 52	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5.	Restriction on the Use of Land (K)	Part 51, Part 52	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

BLACKTOWN CITY COUNCIL
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

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Plan: **DP1247392**

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Part 1 (cont'd)

	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:-
6.	Restriction on the Use of Land	51 to 54 inclusive	Blacktown City Council
7.	Easement to Drain Water Variable Width (L) (Whole of Lot)	53	50, 51, 52, Blacktown City Council
8.	Restriction on the Use of Land	51 to 54 inclusive	Blacktown City Council

Part 1A (Release)

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Sewerage Purposes 4 Wide & Variable (vide AG742599) (Partial Release) (X)	3/1249515	Sydney Water Corporation

BLACKTOWN CITY COUNCIL

Alan McEwan

A/Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

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Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Part 2

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

An Easement for Sewerage Purposes 4 Wide incorporating the provisions of Memorandum AE292292 registered at NSW Land Registry Services in favour of Sydney Water Corporation over the part of the servient tenement shown as "Easement for Sewerage Purposes 4 Wide" (being the 'Land' referred to in Memorandum AE292292).

Name of Authority whose consent is required to release, vary or modify the easement numbered 1 in the plan is Sydney Water Corporation.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 & 3 in the plan.

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

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

1. No building shall be erected or permitted to remain within the restriction site denoted 'J' on the abovementioned plans unless:
    a. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
    b. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
    c. the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions

    "building" means a substantial structure with a roof and walls and includes any projections from the external walls

    "erect" includes construct, install, build and maintain

    "restriction site" means that part of the lot burdened subject to the restriction on the use of land.

BLACKTOWN CITY COUNCIL

APPROVED BY BLACKTOWN COUNCIL .... Manager Development Services / ~~General Manager~~ / Authorised Officer

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Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Part 2 (cont).

"120/120/120 fire rating" and **"60/60/60 fire rating"** mean the resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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

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

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

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

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

2. Definitions

   "erect" includes construct, install, build and maintain

   "restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

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

APPROVED BY BLACKTOWN COUNCIL ..... Alan McKenna .....

~~General Manager~~ / Authorised Officer

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Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Part 2 (cont).

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

Name of Authority whose consent is required to release vary or modify the terms of the easements and restrictions numbered 2 to 5 inclusive in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions.

Name of Authority whose consent is required to release, vary or modify the restriction numbered 6 in the plan is Blacktown City Council.

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

An Easement to Drain Water in the terms of Part 3, Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release, vary or modify the terms of the easement numbered 7 in the abovementioned plan is Blacktown City Council.

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

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

Name of Authority whose consent is required to release, vary or modify restriction numbered 8 in the plan is Blacktown City Council.

BLACKTOWN CITY COUNCIL

Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Plan: **DP1247392**

Plan of Subdivision of Lot 3 DP1245915
covered by Council's Subdivision
Certificate No. SC-19-00111

Part 2 (cont).

Executed for and on behalf of:)

AUSTRALAND RESIDENTIAL)
NO. 165 PTY LTD)
(ACN 107 356 712))

by its duly authorised attorney under Power of Attorney registered in Book 4762 No. 628 who declares that (s)he has no notice of the revocation of the said Power of Attorney in the presence of:

.....	.....
Signature of Witness	Signature of Attorney
Nadim Akeri	Raymond Gable Balsmeti
Name of Witness	Name of Attorney

1 HONEBUSH BAY DR, RHODES, NSW 2138
Address of Witness

BLACKTOWN CITY COUNCIL
Alan McElhinnin
Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....
~~General Manager~~ / Authorised Officer

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Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No.

Part 2 (cont).

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

.....	.....
Signature of witness	Signature of authorised delegate
LAUREN SCOTT	GRANT MAY
Name of witness	Name of authorised delegate
1 SMITH STREET	PROPERTY PORTFOLIO MANAGER
	Title of authorised delegate
PARRAMATTA NSW 2150	
Address of Witness	19.12.2019
	Date

APPROVED BY BLACKTOWN COUNCIL .....

General Manager / Authorised Officer

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Lengths are in Metres

Plan: DP1247392

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No. SC-19-00111

Part 2 (cont).

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

Signature of witness:

mDowds

Name of witness:

MEGAN DOWDS

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

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

Signature of attorney:

Name and position of attorney:
Simon Lawton
Strategic Property Manager
Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4754

No 482

Endeavour Energy reference:

URS 20399 & URS 20401

Date:

6/8/2019

APPROVED BY BLACKTOWN COUNCIL .....
General Manager / Authorised Officer

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Plan: **DP1247392**

Plan of Subdivision of Lot 3 DP1245915 covered by Council's Subdivision Certificate No.

Part 2 (cont)

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

Signature of Delegate

ALAN MIDDLEMISS
Name of Delegate (print)

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

Signature of Witness

KATHERINE DIXILA
Name of Witness (print)

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

BLACKTOWN CITY COUNCIL
Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....
~~General Manager~~ / Authorised Officer

1758 Fairwater Precinct 5A Rev.08

REGISTERED 4.2.2020

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

ePlan

Lengths are in Metres

Plan: **DP1247393**

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Full Name and address of owner(s) of the land:

AUSTRALAND RESIDENTIAL
NO. 165 PTY LTD
Level 3, 1C Homebush Bay Drive
RHODES NSW 2138

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 8 Wide & Variable Width (A)	5100	5112, 5113 5114 to 5121 inclusive 5125 to 5132 inclusive
2.	Easement to Drain Water 1 Wide (B)	5104 5100	5101 to 5103 inclusive, 5105 to 5111 inclusive 5114 to 5118 inclusive
3.	Easement to Drain Water 1.2 Wide (C)	5100 5102 5103 5104 5105 5106 5107 5108 5109 5110 5126 5127 5128	5114 to 5121 inclusive 5101 5101, 5102 5101 to 5103 inclusive 5105 to 5111 inclusive 5106 to 5111 inclusive 5107 to 5111 inclusive 5108 to 5111 inclusive 5109 to 5111 inclusive 5110, 5111 5111 5125, Part 5100 denoted 'Z' 5125, 5126, Part 5100 denoted 'Z' 5125 to 5127 inclusive,

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

Req:R928234 /Doc:DP 1247393 B /Rev:26-Feb-2020 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 20:10 /Seq:2 of 14
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Lengths are in Metres

Plan: DP1247393

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 1 (con't)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement to Drain Water 1.2 Wide (C)	5128	Part 5100 denoted 'Z'
		5129	5125 to 5128 inclusive, Part 5100 denoted 'Z'
		5130	5125 to 5129 inclusive, Part 5100 denoted 'Z'
		5131	5125 to 5130 inclusive, Part 5100 denoted 'Z'
		5132	5125 to 5131 inclusive, Part 5100 denoted 'Z'
4.	Easement for Support 0.25 Wide (D)	5102	5103
		5103	5102, 5104
		5104	5103
		5105	5106
		5106	5105, 5107
		5107	5106
		5108	5109
		5109	5108, 5110
		5110	5109, 5111
		5111	5110
		5115	5116
		5116	5115, 5117
		5117	5116
		5119	5120
		5120	5119, 5121
		5121	5120
		5125	5126
		5126	5125, 5127
		5127	5126, 5128

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: DP1247393

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 1 (con't)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
4.	Easement for Support 0.25 Wide (D)	5128 5129 5130 5131 5132	5127 5130 5129, 5131 5130, 5132 5131
5.	Easement for Television Signal Reception 2 Wide (E)	5103 5106 5109 5110 5116 5120 5126 5127 5130 5131	5102, 5104 5105, 5107 5108, 5110, 5111 5108, 5109, 5111 5115, 5117 5119, 5121 5125, 5127, 5128 5125, 5126, 5128 5129, 5131, 5132 5129, 5130, 5132
6.	Easement for Access & Maintenance 1 Wide (F)	5100 5102 5112 5123	5112 5101 5113 5124
7.	Restriction on the Use of Land	5101 - 5132 inclusive	Blacktown City Council
8.	Restriction on the Use of Land	5101 - 5132 inclusive	Blacktown City Council
9.	Positive Covenant	5101 - 5132 inclusive	Blacktown City Council
10.	Restriction on the Use of Land ~~1.5 Wide & Variable Width~~ (Overland Flowpath) (G)	Part 5100, 5123 & 5124	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Plan: **DP1247393**

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 1 (con't)

	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:-
11.	Positive Covenant (Overland Flowpath) (G)	Part 5100, 5123 & 5124	Blacktown City Council
12.	Positive Covenant	5101 – 5132 inclusive	Blacktown City Council
13.	Restriction on the Use of Land	5102	5103, 5104
		5103	5102, 5104
		5104	5102, 5103
		5105	5106, 5107
		5106	5105, 5107
		5107	5105, 5106
		5108	5109, 5110, 5111
		5109	5108, 5110, 5111
		5110	5108, 5109, 5111
		5111	5108, 5109, 5110
		5115	5116, 5117
		5116	5115, 5117
		5117	5115, 5116
		5119	5120, 5121
		5120	5119, 5121
		5121	5119, 5120
		5125	5126, 5127, 5128
		5126	5125, 5127, 5128
		5127	5125, 5126, 5128
		5128	5125, 5126, 5127
		5129	5130, 5131, 5132
		5130	5129, 5131, 5132
		5131	5129, 5130, 5132
		5132	5129, 5130, 5131

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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

ePlan

Lengths are in Metres

Plan: DP1247393

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1, 2 & 3 in the plan.

An Easement to Drain Water in the terms of Part 3, Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release, vary or modify the terms of the easement numbered 1, 2 & 3 in the abovementioned plan is Blacktown City Council.

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

(a) The Proprietor of the Lot Benefited and its Authorised Person may:

i. use the part of the lot burdened shown on the plan and the wall erected on the burdened lot as a common wall to have the whole wall continue so that each building supported and sheltered by it has the support and shelter of the whole wall;

ii. for the purposes of (a)(i) do anything reasonably necessary including entering upon and authorising others to enter upon the burdened lot with materials, tools, equipment, machinery or other vehicles doing work, inspecting, repairing, maintaining or renewing the wall.

(b) In exercising the powers under (a), the Proprietor of the Lot Benefited and its Authorised Person must:

i. except in the case of an emergency, give the occupier of the burdened lot not less than 7 days notice in writing of the intended entry upon the burdened lot;

ii. ensure all work is done properly and carried out as quickly as practicable;

iii. cause as little inconvenience as possible to the Proprietor of the Lot Burdened or other users of the burdened lot;

iv. not damage the burdened lot and any improvement on it and promptly make good any such damage to the reasonable satisfaction of the Proprietor of the Lot Burdened;

v. do everything reasonably necessary to avoid injury and damage to persons and property on the burdened lot in the exercise of the rights granted in this easement;

vi. make good any collateral damage;

vii. on demand reimburse the Proprietor of the Lot Burdened for all costs incurred by the Proprietor of the Lot Burdened in repairing any damage to the burdened lot to the extent that damage was caused or contributed to by the Proprietor of the Lot Benefited or its Authorised Person.

Name of Authority whose consent is required to release, vary or modify the terms of the easement numbered 4 in the abovementioned plan is Blacktown City Council.

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Plan: DP1247393

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2 (cont).

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

(a) The Proprietor of the Lot Benefited and its Authorised Persons may:

a. transmit television signal through the burdened lot and keep the Receiving Equipment within the burdened lot, but only within the site of the easement;

b. enter upon the burdened lot with or without equipment to inspect, test, maintain, service, repair and where necessary replace the Receiving Equipment; and

c. remain on the site of this easement for any reasonable time for the above listed purposes.

(b) Subject to clause (c), for the purposes of section 88BA of the *Conveyancing Act 1919* (NSW), the Proprietor of the Lot Burdened and the Proprietor of the Lot Benefited are responsible for the maintenance and repair (and associated costs) of the Receiving Equipment in equal shares.

(c) The Proprietor of the Lot Burdened must pay all costs incurred in repairing any damage to the Receiving Equipment to the extent such damage was caused or contributed to by the Proprietor of the Lot Burdened and its Authorised Persons. The Proprietor of the Lot Benefited must pay all costs incurred in repairing any damage to the Receiving Equipment to the extent such damage was caused or contributed to by the Proprietor of the Lot Benefited and its Authorised Persons.

(d) In exercising its powers under this easement the Proprietor of the Lot Benefited and its Authorised Persons must:

a. ensure that all work is done properly and carried out as quickly as practicable;

b. cause as little inconvenience as possible to the Proprietor of the Lot Burdened or other users of the burdened lot;

c. not damage the burdened lot and any improvement on it and promptly make good any such damage to the reasonable satisfaction of the Proprietor of the Lot Burdened;

d. do everything reasonably necessary to avoid injury and damage to persons and property on the burdened lot in the exercise of the rights granted in this easement.

(e) The Proprietor of the Lot Burdened must not do or allow anything to be done to damage or interfere with the transmission of the television signal or the Receiving Equipment.

(f) The Proprietor of the Lot Benefited and its Authorised Persons enter upon the lot burdened at their own risk and release the Proprietor of the Lot Burdened and its Authorised Persons from all Claims of whatever nature (including death or personal injury) except to the extent caused by the act, omission or negligence of the Proprietor of the Lot Burdened or its Authorised Persons.

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~~General Manager~~ / Authorised Officer

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Plan: DP1247393

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2 (cont).

(g) The Proprietor of the Lot Benefited indemnifies the Proprietor of the Lot Burdened and its Authorised Persons against any Claim incurred in connection with the use of the easement site by the Proprietor of the Lot Benefited or its Authorised Persons, except to the extent caused by the act, omission or negligence of the Proprietor of the Lot Burdened or its Authorised Persons.

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

(a) The Proprietor of the Lot Benefited and its Authorised Persons may:

i. enter upon the burdened lot but only within the site of this easement;
ii. do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement; and
iii. remain on the site of this easement for any reasonable time for the above listed purposes.

(b) In exercising those powers the Proprietor of the Lot Benefited and its Authorised Persons must:

i. ensure that all work is done properly and carried out as quickly as practicable;
ii. cause as little inconvenience as possible to the Proprietor of the Lot Burdened or other users of the burdened lot;
iii. not damage the burdened lot and any improvement on it and promptly make good any such damage to the reasonable satisfaction of the Proprietor of the Lot Burdened;
iv. do everything reasonably necessary to avoid injury and damage to persons and property on the burdened lot in the exercise of the rights granted in this easement;
v. make good any collateral damage;
vi. on demand reimburse the Proprietor of the Lot Burdened for all costs incurred by the Proprietor of the Lot Burdened in repairing any damage to the burdened lot to the extent that damage was caused or contributed to by the Proprietor of the Lot Benefited or its Authorised Person.

(c) The Proprietor of the Lot Burdened must not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement, except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council.

(d) The Proprietor of the Lot Burdened and the Proprietor of the Lot Benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to this easement for access and maintenance and any dispute is a civil matter to be resolved with the relevant parties.

(e) The Proprietor of the Lot Benefited and its Authorised Persons enter upon the lot burdened at their own risk and release the Proprietor of the Lot Burdened and its

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~~General Manager~~ / Authorised Officer

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Part 2 (cont).

Authorised Persons from all Claims of whatever nature (including death or personal injury) except to the extent caused by the act, omission or negligence of the Proprietor of the Lot Burdened or its Authorised Persons.

(f) The Proprietor of the Lot Benefited indemnifies the Proprietor of the Lot Burdened and its Authorised Persons against any Claim incurred in connection with the use of the easement site by the Proprietor of the Lot Benefited or its Authorised Persons, except to the extent caused by the act, omission or negligence of the Proprietor of the Lot Burdened or its Authorised Persons.

Name of Authority whose consent is required to release, vary or modify the terms of the easements numbered 6 in the abovementioned plan is Blacktown City Council.

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

a) No development shall be permitted on the lots hereby burdened unless it is to be developed in accordance with the development consent having Notice of Determination No. 17-02320 issued by Blacktown City Council on 12/04/2018.

b) Blacktown City Council will raise no objection to the extinguishment of this restriction upon construction of the dwellings in accordance with approved plans under Development Consent No. 17-02320 issued by Blacktown City Council on 12/04/2018 and issue of the Final Occupation Certificate.

Name of Authority whose consent is required to release, vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

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

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

Name of Authority whose consent is required to release vary or modify restriction numbered 8 in the plan is Blacktown City Council.

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~~General Manager~~ / Authorised Officer

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Lengths are in Metres

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Part 2 (cont)

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

This is a positive covenant under section 88E of the Conveyancing Act 1919 (NSW)

The owner of the lot burdened must:

a) keep its garbage, green waste and recycling bin in the garage or rear yard of the Lot Burdened or any garbage receptacle area in the Lot Burdened, unless it is out for collection;

b) ensure that the garbage, green waste and recycling bin cannot be seen from the public street, unless it is out for collection;

c) put its garbage, green waste or recycling bin out for collection by Blacktown City Council at the front of the Lot Burdened on the public road verge (unless otherwise directed by Blacktown City Council);

d) put its garbage, green waste or recycling bin out for collection no earlier than 2pm the day before the scheduled collection for the area; and

e) return its garbage, green waste or recycling bin to the lot burdened no later than 7pm on collection day.

f) Place whitegoods and large household items on the public road verge not more than 24 hours before each date allocated by the Prescribed Authority for the collection of such items.

g) 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 out by Blacktown City Council or any agent acting on its behalf.

Name of Authority whose consent is required to release, vary or modify covenant numbered 9 in the plan is Blacktown City Council.

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

1. The registered proprietor(s), covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lots(s) and denoted 'G' on the abovementioned plans that they will not, without the prior and express written consent of the Authority benefited:

    a. Do any act, matter or thing which would prevent the overland flowpath from operating in a safe and efficient manner.

    b. Make or permit or suffer the making of any alterations or additions to the overland flowpath.

    c. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flowpath.

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~~General Manager~~ / Authorised Officer

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Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2 (cont)

2. Any boundary or internal fencing that crosses the overland flowpath is to be open mesh style within 500mm of finished ground level, with the mesh openings designed to provide a minimum 80% clear area. The underside of the fencing shall provide a minimum clear opening of 200mm to ground level

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

   For the purposes of this restriction "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs pits, grates and surfaces designed to convey stormwater through the site.

   The Authority whose consent is required to release, vary or modify the terms of the covenant numbered 10 in the abovementioned plan is Blacktown City Council.

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

1. The registered proprietor(s), covenant as follows with the Authority benefited in respect to the overland flowpath constructed on the burdened lots(s) and denoted 'G' on the abovementioned plan that they will:

   a. Keep the overland flowpath clean and free from silt, rubbish and debris.

   b. Maintain and repair at the sole expense of the registered proprietors(s) that part of the overland flowpath contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner.

   c. For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

   d. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

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

   a. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the

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~~General Manager~~ / Authorised Officer

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Part 2 (cont)

Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1d. above.

b. The council may recover from the registered proprietor in a court of competent jurisdiction:

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

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

4. For the purposes of this covenant "overland flowpath" means the works constructed on the land (including all access pavements, pipes, drains, kerbs pits, grates and surfaces designed to convey stormwater through the site.

The Authority whose consent is required to release, vary or modify the terms of the covenant numbered 11 in the abovementioned plan is Blacktown City Council.

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

(a) This is a positive covenant under section 88D of the Conveyancing Act 1919 (NSW).

(b) The Proprietor of the Lot Burdened must regularly mow, water and weed that part of Council's land not paved between the boundary of the burdened lot and the roadside kerb (Nature Strip) such that the Nature Strip is kept to a standard no less than the standard generally maintained in Fairwater.

Name of Authority whose consent is required to release, vary or modify covenant numbered 12 in the plan is Blacktown City Council.

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~~General Manager~~ / Authorised Officer

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Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2 (cont)

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

(a) In this restriction on the use of land:

(i) **Building** means the house, roof and garage structure constructed on the lot burdened including the concrete slab and footings; and

(ii) **Works** means any building works on the lot burdened which may destabilise the adjoining buildings or affect the concrete slab including removing, constructing, altering, remodelling or rebuilding the Building.

(b) Any owner of a lot burdened must not carry out any Works on the lot burdened or the Building unless that owner:

(i) before commencement of any Works causes an appropriately qualified Civil/Structural Engineer to prepare a report stating that the Works to the Building will not destabilise the adjoining buildings (including the slab and footings) on the lots benefited; and

(ii) submits a copy of the report from the Civil/Structural Engineer to the immediately adjoining Owners of the lots benefited;

(iii) obtain all consents and approvals required by law or by any authority to carry out the Works; and

(iv) provides the immediately adjoining Owners with prior notice of the proposed Works.

(c) The owner of the lot burdened must:

(i) ensure all Work is done properly; and

(ii) cause as little inconvenience as is practicable to the owner of the lot benefited and any occupier of the lot benefited; and

(iii) cause as little damage as is practicable to the lot benefited and any improvement on it; and

(iv) restore the lot benefited as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

Name of Authority whose consent is required to release, vary or modify restriction numbered 13 in the plan is Blacktown City Council.

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~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: **DP1247393**

Plan of Subdivision of Lot 51 in DP1247392 covered by Council's Subdivision Certificate No. SC-19-00142

Part 2 (cont).

Executed for and on behalf of:

AUSTRALAND RESIDENTIAL NO. 165 PTY LTD
(ACN 107 356 712)

by its duly authorised attorney under Power of Attorney registered in Book 4762 No. 628 who declares that (s)he has no notice of the revocation of the said Power of Attorney in the presence of:

.....
Signature of witness

.....
Signature of Attorney

Nadim Akari
Name of witness

Raymond Gable Baksmati
Name of Attorney

1C Honeybush Bay Dr Rhodes NSW
Address of witness

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~~General Manager~~ / Authorised Officer

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Part 2 (cont).

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

.....
Signature of Delegate

Judith Portelli
Name of Delegate (print)

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

.....
Signature of Witness

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

Kristy-lee Bulloch
Name of Witness (print)

APPROVED BY BLACKTOWN COUNCIL .....
~~General Manager~~ / Authorised Officer

1758_S51.1_Rev.06_191212

REGISTERED 26.2.2020

Planning certificate

Section 10.7 (2)

We have 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 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

INFOTRACK PTY LTD

GPO BOX 4029

SYDNEY

Your reference CV:26137

Certificate details

Certificate no.	PL2026/03920	**Fee**	**$71.00**
Date issued	27 March 2026	**Urgency fee**	**N/A**
Receipt no	ReceiptNo		

Property information

Property ID	392134	**Land ID**	390679
Legal description	LOT 5108 DP 1247393		
Address	18 TWILIGHT CRESCENT BLACKTOWN NSW 2148		
County	CUMBERLAND	**Parish**	PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

Blacktown Local Environmental Plan 2015 applies to the subject land.

The following environmental planning instruments may apply to the carrying out of development on the land:

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Precincts - Central River City) 2021
- State Environmental Planning Policy (Precincts – Western Parkland City) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Sustainable Buildings) 2022
- State Environmental Planning Policy (Transport and Infrastructure) 2021

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown Development Control Plan 2015 applies to the subject land.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more

information refer to https://www.planningportal.nsw.gov.au/have-your-say- .

- EIE on “changes to deter illegal tree and vegetation clearing” – Codes SEPP and Biodiversity SEPP https://www.planningportal.nsw.gov.au/draftplans/under-consideration/protecting-our-trees-changes-deter-illegal-tree-and-vegetation-clearing
- EIE on “improving planning processes to deliver infrastructure faster” – Transport and Infrastructure SEPP and Planning Systems SEPP https://www.planningportal.nsw.gov.au/draftplans/under-consideration/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster
- EIE on “proposed provisions for the interim use of corridors” – Transport and Infrastructure SEPP and Codes SEPP https://www.planningportal.nsw.gov.au/draftplans/under-consideration/transport-and-infrastructure-sepp-amendment-chapter-4-major-infrastructure-corridors

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

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

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

(a) may be carried out without development consent, and

(b) may not be carried out except with development consent, and

(c) is prohibited:

Zone R1 General Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- *To provide for the housing needs of the community.*
- *To provide for a variety of housing types and densities.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

(a) may be carried out without development consent, and

(b) may not be carried out except with development consent, and

(c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website https://legislation.nsw.gov.au/.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, Blacktown Growth Centres Precinct Plan, Rouse

Environmental planning instrument	Provisions - Additional permitted uses
	Hill Regional Park and Marsden Park Industrial Precinct Plan
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015, other than where specified under clause 4.2A Dwellings in Zone RU4. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: https://legislation.nsw.gov.au/

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:
https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap

2.6 Conservation area

a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:

- Bushland surrounding Prospect Reservoir, Prospect
- Plumpton Park, Plumpton
- Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning

- Doctor Charles McKay Reserve, Mount Druitt
- Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
- Shanes Park woodland
- Wianamatta Regional Park, Ropes Crossing
- Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
- Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.

b) The following outlines if the Cumberland Plain Conservation Plan (CPCP) and any relevant provisions under this plan apply to the site:

The CPCP does not apply.

Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website: https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at: https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 19 - Blacktown Growth Precinct applies to the subject land.

Contributions Plan No. 3 - Open Space in Established Residential Areas applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:
https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:
https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:
www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: https://legislation.nsw.gov.au/

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

The following outlines:

9.1 If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/**No**

9.2 If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

For residential development: Yes/**No**
For other development: **Seek further clarification**

9.3 The flooding precincts are shown on Maps online, within the layer titled “Flooding Precincts”.

A link to this map can be found here: https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

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

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019'provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at: https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: https://legislation.nsw.gov.au/.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. 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. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

Council is currently in the process of updating its bush fire prone maps.
The updated maps reflect the NSW Rural Fire Services requirements and certified by the Commissioner of the NSW RFS under Environmental Planning and Assessment Act 1979, section10.3(2). The maps are consistent with Planning for Bushfire Protection 2019.
https://www.rfs.nsw.gov.au/data/assets/pdf_file/0005/174272/Planning-for-Bush-Fire-Protection-2019.pdf

While we update our maps, please refer to the following online maps published by NSW Rural Fire Services (RFS) to seek more information if your land is in a bush fire prone area.
https://www.rfs.nsw.gov.au/plan-and-prepare/building-on-bush-fire-prone-land/bush-fire-prone-land/check-bfpl

12. Loose-fill asbestos insulation

The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at https://www.fairtrading.nsw.gov.au/

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.:

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995*, that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land. Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at: https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungarribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website: https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: https://www.nswlrs.com.au/
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009.*

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: https://pp.planningportal.nsw.gov.au/SCC

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: https://www.nswlrs.com.au/
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009.*

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: https://www.nswlrs.com.au/

- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009.*

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

Council has not been informed that the land is declared to be significantly contaminated land.

The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit https://www.epa.nsw.gov.au/

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

Council has not been informed that the land is declared to be significantly contaminated land.

The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit https://www.epa.nsw.gov.au/

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

Council has not been informed that the land is declared to be significantly contaminated land.

The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit https://www.epa.nsw.gov.au/

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

Council has not been informed that the land is declared to be significantly contaminated land.

The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit https://www.epa.nsw.gov.au/

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be located in Council's records. If required, a copy of a SAS can be obtained via an informal application under the *Government Information (Public Access) Act 2009*

24. Water or sewerage services

The following outlines if water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006:*

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006.*

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

25. Special entertainment precincts

The following outlines whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993,* section 202B:

The land or part of the land is not in a special entertainment precinct within the meaning of the *Local Government Act 1993,* section 202B.

26. Interim development in future infrastructure corridors

The following outlines if a condition of a development consent has been granted in relation to the land that is a condition of concurrence granted by Transport for NSW under the provisions of *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A:

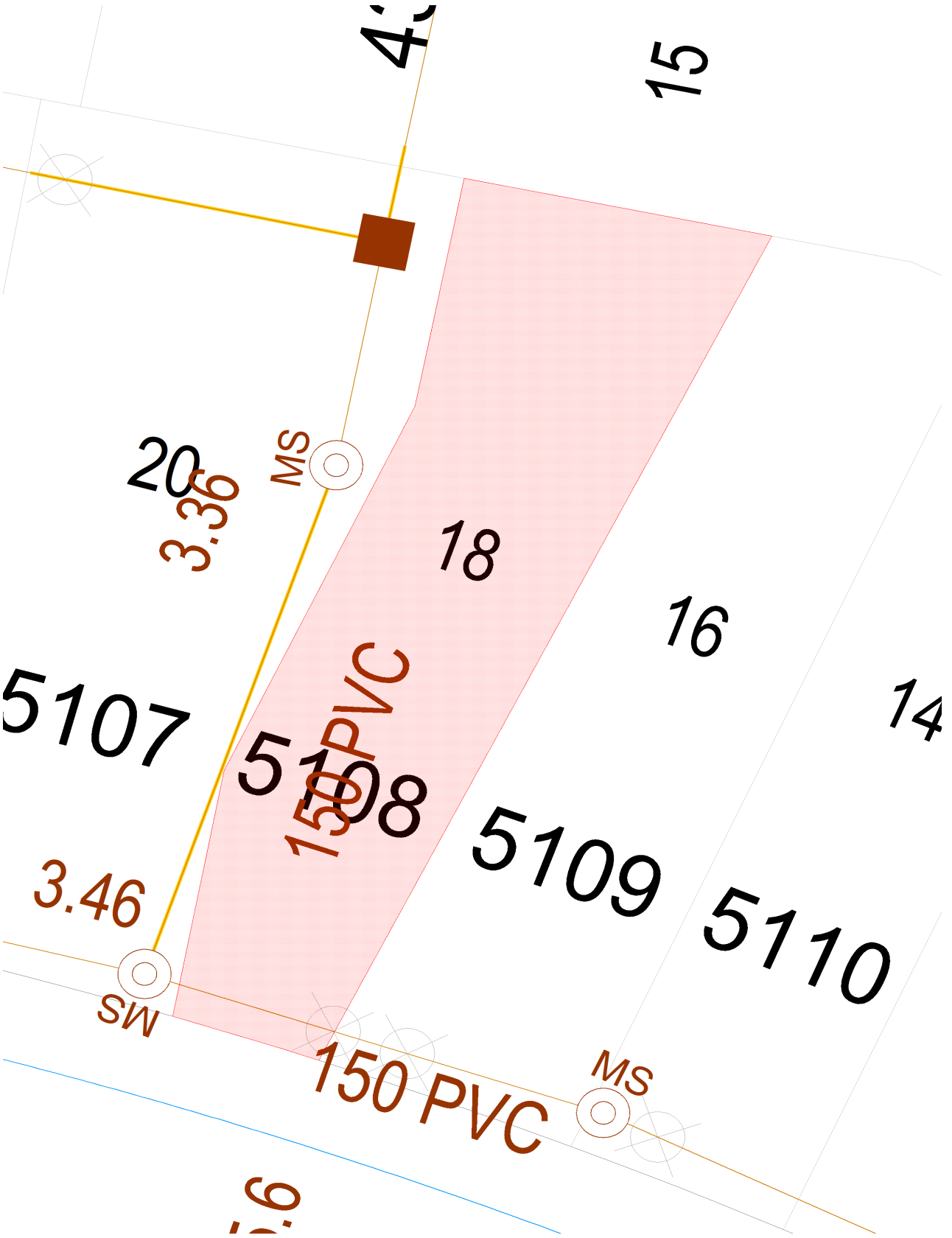
The land or part of the land is not subject to a condition of concurrence granted by Transport for NSW under the provisions of *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A.

End of certificate

Sydney WATER

Service Location Print

Application Number: 8005131254



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

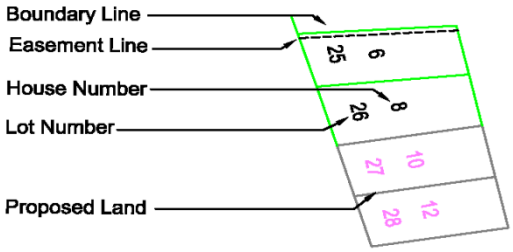
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8005131253

SEWER SERVICE DIAGRAM

Lot No. S108 DP No. House No. 13 Street TWILIGHT CRESCENT

SUBURB OF BUCKTOWN LGA BUCKTOWN

Licence No. Z10051 SCALE 1:100 SSD No

Signature Now / COC No. EZ020 79 Date 6.8.20

	Boundary Trap	AAV	Air Admitance Valve	BS	Sink (bar)	Chr	Chamber
	Inspection Shaft	B	Basin	(L)	Trough (laundry)	Pit	Pit
	Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
ORG	Gully	Bid	Bidet	Vent	Vertical Pipe		Pump Unit
FW	FW	CO	Clean Out	WS	Waste Stack	OTS	Onsite Treatment System
	Vertical Junction	FW	Floor Waste Gully	SVP	Sewer Vent Pipe	R	Reflux Valve
	Sloped Junction	Shr	Shower	V	Vent Pipe	Sealed	Capped Point
	On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point

NOTES:
- This diagram was supplied by the plumber/drainer whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

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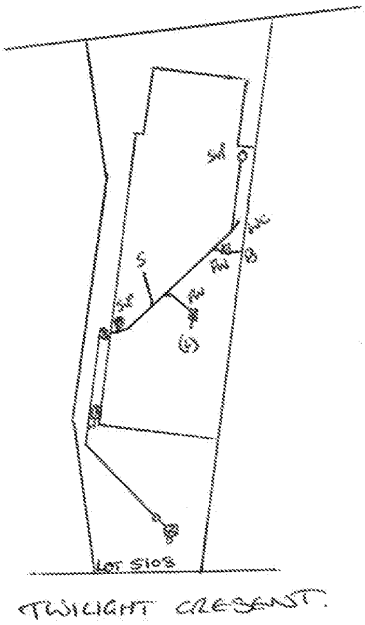

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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: //8//
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

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Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17.

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

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.

(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

20.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

24.

(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the Property?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

26. 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

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.

28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

29. If any document required for 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.

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

31. The purchaser reserves the right to make further requisitions prior to completion.

32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

33. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?

(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.