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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Remax Prestige** **Shop 7.1, 2 Dawn Fraser Avenue,** **Sydney Olympic Park NSW 2127** **Email: joseph.choi@remax.com.au**	**Phone: 0433 204 724** **Ref: Joseph Choi**
co-agent		
vendor	**Heung Sun Kim**	
vendor's solicitor	**CSY Legal Pty Ltd** **2/6 Ethel Street, Eastwood NSW 2122** **Email: admin@csylegal.com.au**	**Phone: 02 9874 5200** **Ref: SY:264081**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**38 Ironwood Cres, Blacktown NSW 2148** **Lot 2318 in Deposited Plan 1220371** **Folio Identifier 2318/1220371**	
	☒ 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 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):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, 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 a *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 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 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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ADDITIONAL CLAUSES ATTACHED TO CONTRACT FOR SALE OF LAND

33. AMENDMENTS TO THE STANDARD CONTRACT

Notwithstanding any other provisions in the contract to the contrary:-

33.1 Clause 4.5 is deleted.

33.2 Clause 7.1.1 is amended by deleting the words “5% of the price” and inserting in lieu thereof “$100.00”;

33.3 Clause 14.4 is amended by deleting paragraph 14.4.2 and inserting in lieu thereof “ The amount to be adjusted for Land Tax is the amount of Land Tax actually payable in respect of the land by virtue of the ownership of the land by the Vendor”;

33.4 Clause 23.6.1 is deleted and replaced with “the purchaser is liable for any instalment due after the completion date

33.5 Clause 23.9.1 is deleted.

33.6 Clauses 23.13 & 23.14 are deleted and replaced with “The Purchaser must obtain a certificate under Section 184 of the Strata Schemes Management Act 2015 or Section 174 of the Community Land Management Act 2021 in relation to the lot. The Vendor authorise the purchaser or his/her solicitor to apply for the certificate.

33.7 Clause 23.17.1 is deleted.

33.8 Clause 31.2 is amended by deleting the words “5 business days” and inserting in lieu thereof “2 business days”.

34. PURCHASER’S ACKNOWLEDGEMENT

34.1 The purchaser acknowledges that he has inspected the property hereby contracted to be sold and accepts them in their present condition and state of repair (subject to fair wear and tear).

34.2 The vendor does not warrant the condition of the property in any respect at the contract date or at completion. The purchaser may not rescind, delay completion or claim compensation for any property damage or defect.

34.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract. The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

34.4 Should it be found that any fences/retaining walls are not erected on the true boundary of the property, a give-take fence exists or that any boundary is not fenced, the purchaser shall not be entitled to make any objection, requisition, terminate or claim for compensation or delay completion in respect thereof.

34.5 The purchaser acknowledges that the purchaser has not been induced to enter into this contract as a result of any representation, warranty or promise whatsoever made to the purchaser by or on behalf of the vendor except as expressly provided in this contract.

35. REAL ESTATE AGENT

35.1 The purchaser warrants that the purchaser has not been introduced to the property or the vendor directly or indirectly through the services of any agent other than the vendor's agent named in this contract and hereby agrees to indemnify the vendor against any claim for commission by any other agent arising from a breach of this warranty. The provisions of this clause shall not merge upon completion.

36. NOTICE TO COMPLETE

36.1 In the event that completion of this contract does not take place on or before the completion date, either party may serve on the other a notice requiring completion of this contract within a period of fourteen (14) days after service of such notice and for the purposes of this contract such service shall be deemed both in law and in equity sufficient to make time of essence of this contract.

37. INTEREST FOR LATE COMPLETION

37.1 If completion of this contract takes after the completion date otherwise than through the fault of the vendor, the purchaser shall pay to the vendor on completion an additional amount calculated on the unpaid balance of the purchase price, at the rate of 10% per annum calculated daily, from and including the completion date up to but excluding the actual completion date.

37.2 If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 37.1, the purchaser shall also pay to the vendor the sum of four hundred and fourty dollars ($440.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

38. RELEASE OF DEPOSIT

38.1 The purchaser agrees to release to the vendor the whole or part of the deposit provided that it is used for the following purposes:-

(a) payment of a deposit on the purchase of another property or properties by the vendor;
(b) payment of stamp duty in respect thereof; or
(c) payment of part of the settlement moneys required by the Vendor to complete settlement.

No further authority or consent will be required from the purchaser other than as contained in this contract.

39. COSTS OF RESCHEDULED SETTLEMENT

39.1 For each occasion that settlement is required to be rescheduled to another date for any reason other than default by the vendor, the purchaser shall allow $330.00 (including GST) as an adjustment on completion.

40. CREDIT CODE

40.1 The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that:

(a) the purchaser does not require credit in order to pay for the Property; or

(b) if the purchaser required credit in order to pay for the Property, the Purchaser has obtained approval for such credit on reasonable terms prior to the date of this contract.

40.2 The purchaser shall not have any right to rescind or terminate this contract by virtue of any non-availability of credit as at the completion date.

41. FOREIGN PERSONS

41.1 The purchaser warrants that, where required by any State or Federal law to do so, the purchaser has obtained from all government and quasi-government authorities, all authorisations, approvals, consent notices, exemptions, guidance and waivers. The purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach of the warranty hereby given. This warranty and indemnity shall not merge on completion.

42. INCONSISTENCY

42.1 In the event of any inconsistency between these additional clauses and the printed conditions of the contract, these additional clauses shall prevail to the extent of such inconsistency.

43. DEATH, MENTAL ILLNESS OR LIQUIDATION

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that party then any one of them) prior to completion:-

43.1 dies or becomes mentally ill, then either party may rescind this contract by notice in writing to either party's solicitor and thereupon this contract shall be at an end and the provisions of clause 19 shall apply; or

43.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company have a petition for its winding up presented or enter into any scheme or arrangement with its creditors or have a liquidator, receiver or official manager be appointed, then the party shall be in default under this contract.

44. PERSONAL GUARANTEE

If the purchaser is a company then that person or those persons who have signed this agreement either as Directors of the purchaser company or on behalf of the purchaser company or as separate guarantors hereby acknowledge that the vendor has entered into this contract only on the basis that the Director(s) or other person(s) who have signed this contract do hereby themselves personally guarantee the purchaser's performance of this contract, in consideration of the vendor entering into this contract, such person or persons as have affixed their signatures to this contract as guarantors or as a Director or a Secretary or for and on behalf of the purchaser company, do hereby in their own right guarantee to the vendor the performance and observance by the purchaser of all terms, conditions and provisions contained in this contract and on the part of the purchaser to be performed and observed. It is agreed that this guarantee shall not be affected or vitiated in any way by any time or other indulgence given by the vendor to the purchaser. It is further agreed that this guarantee shall bind the said person or persons, their executors, administrators and assigns jointly *and* each of them severally and the contents of this clause shall not merge on completion.

45. SWIMMING POOL

If the property contains a swimming pool, then:

45.1 The vendor does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools

Act 1992 and the Regulations prescribed under that Act or any other Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

45.2 The purchaser shall not be entitled to make any objections, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.

45.3 Clause 11.1 of the contract is amended to the extent that it is the purchaser who shall comply with any notice or order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such notice was given or order was made prior to the date hereof.

46 SURVEY/BUILDING CERTIFICATE

46.1 If a survey and/or building certificate is attached to this contract then the purchaser will make no objection, requisition or claim for compensation or claim any right to terminate, rescind or delay completion in respect of any matter disclosed in such survey or building certificate. The vendor gives no warranty as to the accuracy or completeness of these documents.

46.2 If the Purchaser obtains a Building Certificate from the local council, then it does so at its own expense and if the local Council refuses or fails to issue a Building Certificate, the reason for refusal or failure to issue it will not constitute a defect in title and the urchaser must not make any objection, requisition or claim for compensation, or seek to rescind or terminate this contract, or delay completion, because of any matter arising from an application for a Building Certificate.

47 DEPOSIT LESS THAN 10%

In the event that:

47.1 The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

47.2 The purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and

47.3 The vendor terminates this contract or the purchaser does not rescind this contract in accordance with the cooling off provisions created by Section 66S of the Conveyancing act.
Then the vendor shall be entitled to recover from the purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This special condition shall not merge on completion of the contract.

48 VACANT POSSESSION

If:

48.1 This contract provides for the purchaser to be given vacant possession of the property on completion; and

48.2 As at the date of this Contract the Property is occupied pursuant to a Residential Tenancy Agreement Then, notwithstanding the Completion Date specified herein, the Vendor shall not be required to proceed to completion (and the Purchaser shall not be entitled to serve a Notice on the Vendor making time of the essence of the Contract) until such time as the Vendor has been able to obtain vacant possession of the Property provided however that the Vendor agrees to do all things reasonably necessary (including instituting legal proceedings against the tenant in occupation if necessary) to obtain vacant possession of the property by the Completion Date or as soon as possible thereafter.

49. SUBJECT TO EXISTING TENANCIES

If:

49.1 The property is sold subject to a Residential Tenancy Agreement (Agreement) and a copy of which is annexed to this contract.

49.2 The vendor does not warrant the accuracy of the Agreement and the purchaser relies on its own examination of the Agreement as to the nature of the rights and obligations created by such a document.

49.3 No objection, requisition or claim shall be made by the purchaser nor will the purchaser be entitled to delay completion or rescind this contract as a result of or on the grounds that on completion any tenant named in the Agreement is in default of its terms or tenants vacate the property prior to completion.

50. REQUISITIONS

50.1 The purchaser shall only be entitled to serve requisitions in the following form:-

(a) for Torrens Title Property: Residential Property Requisitions on Title-HWL Ebsworth Lawyers (2023 Edition)

(b) for Strata Title Property: Strata Title (Residential) Property Requisitions on Title-HWL Ebsworth Lawyers (2023 Edition)

51. LAND TAX PAYABLE BY PURCHASER NOTWITHSTANDING

51.1 Notwithstanding any other provision herein relating to the payment of land tax by the purchaser - if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year **and the purchaser delays completion or requests a completion date after 31 December - the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.**

52. PEXA/E-CONVEYANCING

52.1 If the Purchaser is unable or unwilling to settle the Conveyancing Transaction via PEXA, the Purchaser agrees to reimburse the Vendor on completion a sum of $330.00 (including GST) for the Vendor’s additional conveyancing expenses.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2318/1220371

SEARCH DATE	TIME	EDITION NO	DATE
21/10/2026	2:26 PM	7	4/6/2026

LAND

LOT 2318 IN DEPOSITED PLAN 1220371
AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1220371

FIRST SCHEDULE

HEUNG SUN KIM (T AT899773)

SECOND SCHEDULE (14 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 DP1211217 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
4 DP1220371 EASEMENT TO DRAIN WATER 1.8 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1220371 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1220371 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1220371 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1220371 EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1220371 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
10 DP1220371 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
11 DP1220371 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
12 DP1220371 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
13 DP1220371 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
14 AW182217 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2318/1220371 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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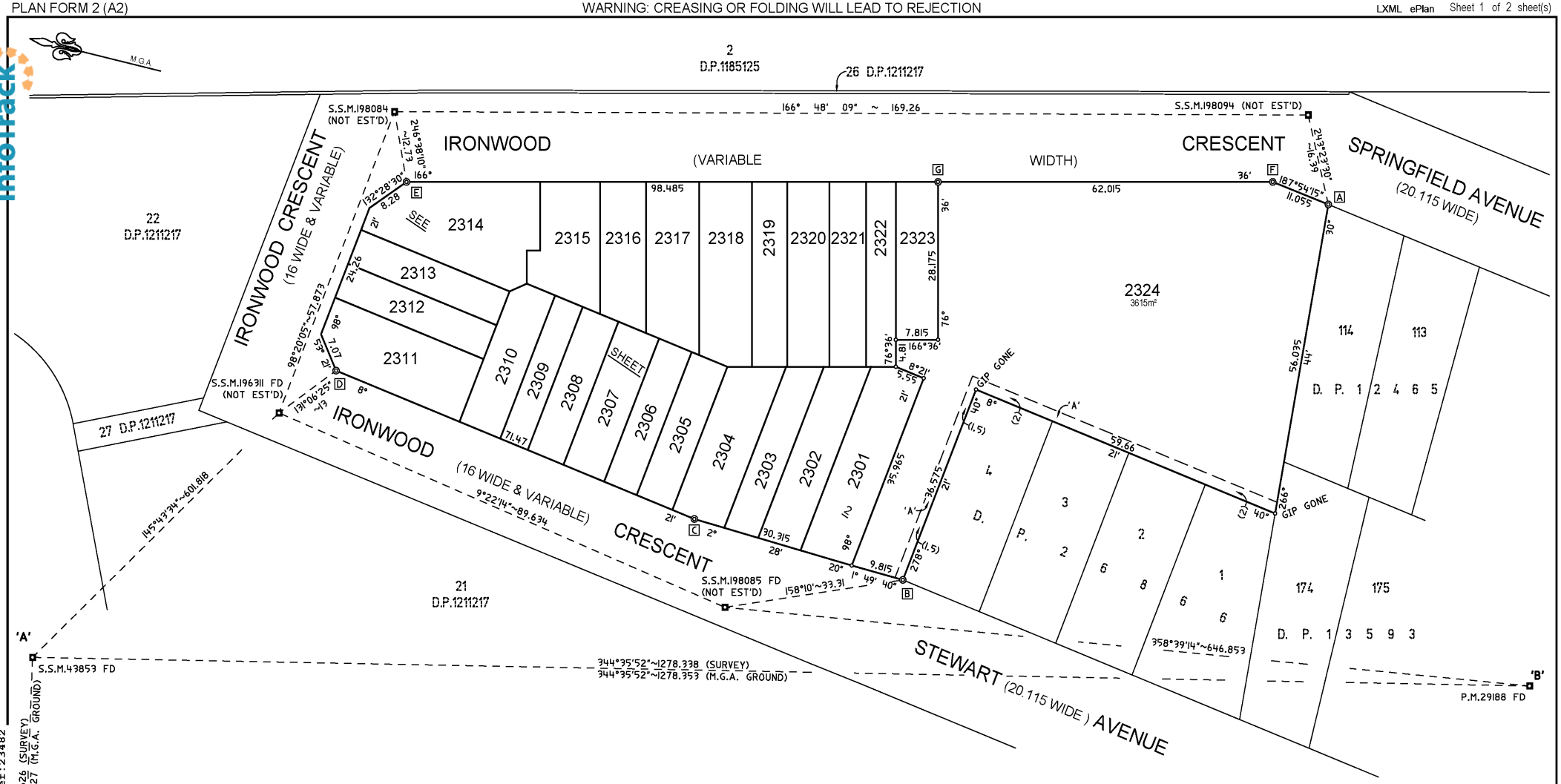

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	267°29'30"	1.085	C.B. FD (D.P.12465)
B	92°33'20"	3.545	D.H.& W. FD (D.P.1202938)
C	116°02'50"	3.47 & 13.21	D.H.& W's FD (D.P.1211217)
D	90°00'30"	3.365 & 12.7	D.H.& W's FD (D.P.1211217)
E	246°38'10"	3.395	D.H.& W. FD (D.P.1211217)
E	246°38'10"	12.73	R.M. S.S.M.198084 FD (D.P.1211217)
F	238°06'35"	3.48	D.H.& W. FD (D.P.1211217)
F	238°06'35"	13.21	D.H.& W.
G	257°13'20"	3.345	D.H.& W.
G	256°34'45"	12.555	D.H.& W.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2) & 35 (1)(b)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
P.M.29188	305 849.868	6 261 923.261	A	1	SCIMS
S.S.M.43852	305 209.220	6 263 208.235	B	2	SCIMS
S.S.M.43853	305 510.328	6 263 155.773	B	2	SCIMS
S.S.M.196311	305 849.3	6 262 658.4	U	U	TRAVERSE
S.S.M.198084	305 906.5	6 262 650	U	U	TRAVERSE
S.S.M.198085	305 834.7	6 262 569.9	U	U	TRAVERSE
S.S.M.198094	305 945.2	6 262 485.2	U	U	TRAVERSE
COMBINED SCALE FACTOR 1.000057 ZONE 56					
SOURCE:S.C.I.M.S. DATED 22 MARCH 2016					

'A' - EASEMENT TO DRAIN WATER 1.5 & 2 WIDE (VIDE D.P.1211217)

Surveyor: PHILIP NEIL McKENZIE Date of Survey: 30 AUGUST 2016 Surveyor's Ref: 1758-S23.1	PLAN OF SUBDIVISION OF LOT 23 D.P.1211217	LGA: BLACKTOWN Locality: BLACKTOWN Subdivision No. 17-00127 Lengths are in metres. Reduction Ratio 1: 500	Registered 31.07.2017	DP1220371

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

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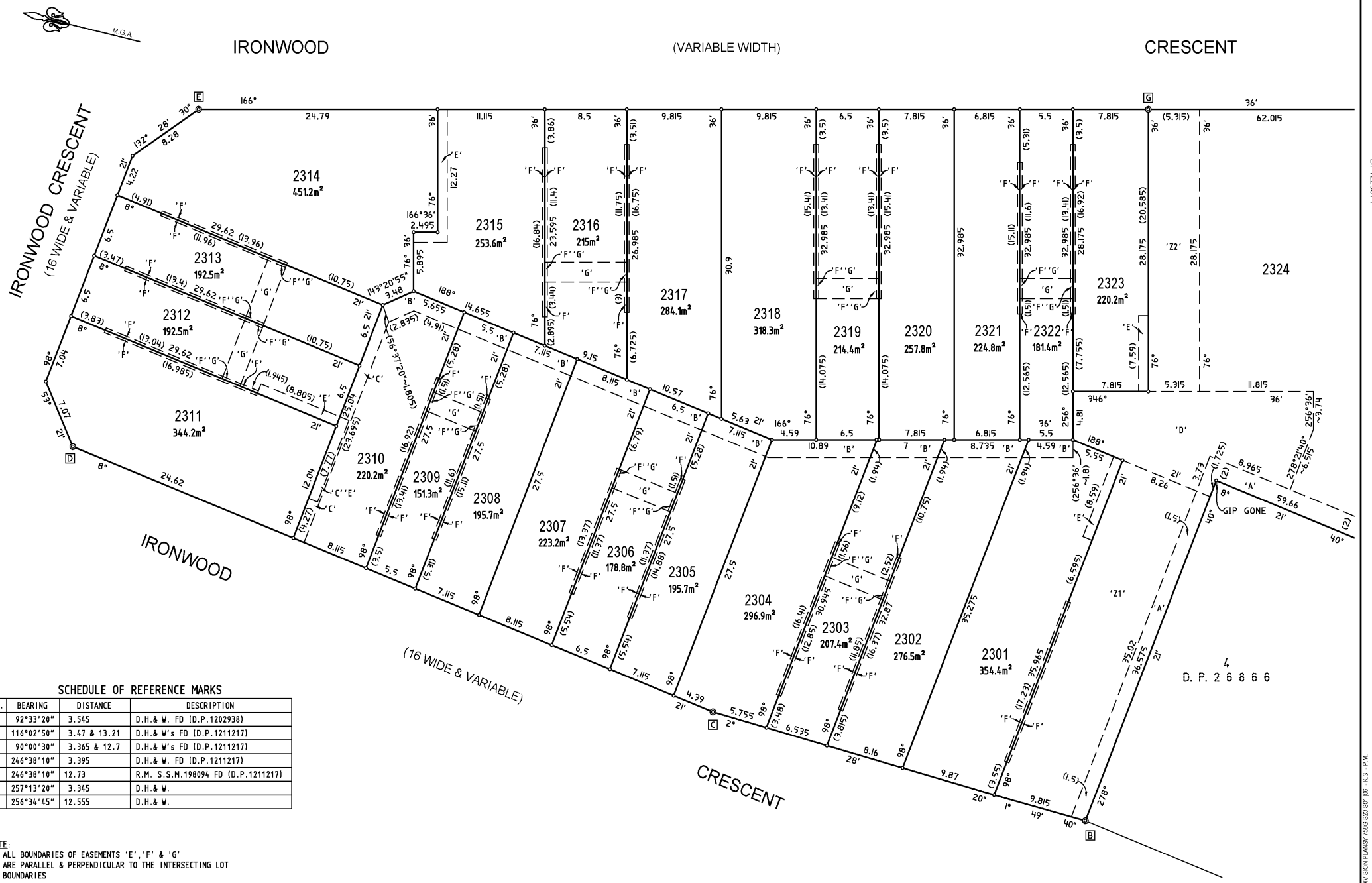

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
B	92°33'20"	3.545	D.H.& W. FD (D.P.1202938)
C	116°02'50"	3.47 & 13.21	D.H.& W's FD (D.P.1211217)
D	90°00'30"	3.365 & 12.7	D.H.& W's FD (D.P.1211217)
E	246°38'10"	3.395	D.H.& W. FD (D.P.1211217)
E	246°38'10"	12.73	R.M. S.S.M.198094 FD (D.P.1211217)
G	257°13'20"	3.345	D.H.& W.
G	256°34'45"	12.555	D.H.& W.

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

'A' - EASEMENT TO DRAIN WATER 1.5 & 2 WIDE (VIDE D.P.1211217)
'B' - EASEMENT TO DRAIN WATER 1.8 WIDE (B)
'C' - EASEMENT TO DRAIN WATER 1.2 WIDE (C)
'D' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (D)
'E' - EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE (E)
'F' - EASEMENT FOR SUPPORT 0.25 WIDE (F)
'G' - EASEMENT FOR TELEVISION SIGNAL RECEPTION 2 WIDE (G)
'Z1' - THAT PART OF LOT 2324 BENEFITED BY EASEMENTS 'E' & 'F' WITHIN LOT 2301
'Z2' - THAT PART OF LOT 2324 BENEFITED BY EASEMENT 'E' WITHIN LOT 2323

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

Surveyor: PHILIP NEIL McKENZIE Date of Survey: 30 AUGUST 2016 Surveyor's Ref: 1758-S23.1	PLAN OF SUBDIVISION OF LOT 23 D.P.1211217	LGA: BLACKTOWN Locality: BLACKTOWN Subdivision No. 17-00127 Lengths are in metres. Reduction Ratio 1: 250	Registered 31.07.2017	DP1220371

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CAD REF Z:\1758 Ashlar\Vicad\SUBDIVISION PLANS\1758S23 S01 [06] - K.S. - P.M.

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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: 31.07.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1220371

PLAN OF
SUBDIVISION OF LOT 23 D.P.1211217

LGA: BLACKTOWN

Locality: BLACKTOWN

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, Judith Portelli

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

Signature: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 10 JULY 2017

Subdivision Certificate number: 17-00127

File number: DA-15-01979

*Strike through if inapplicable.

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 2012*, is accurate and the survey was completed on 30 AUGUST 2016

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

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

Signature: P. McKenzie Dated: 31/03/2017

Surveyor ID: 8179

Datum Line: 'A' - 'B'

Type: ~~*Urban/*Rural~~

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

*Strike through if inapplicable.

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

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

Plans used in the preparation of ~~survey/compilation~~.
D.P.1211217

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-S23.1

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G S23 S01 [00] - K.S. - P.H.

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31.07.2017

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DP1220371

PLAN OF
SUBDIVISION OF LOT 23 D.P.1211217

Subdivision Certificate number: 17-00127

Date of Endorsement: 10/07/17

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.

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S23.1

CAD REF: Z:\1758 - Ashtar\Acad\SUBDIVISION PLANS\1758G S23 S01 [02] - K.S. - P.M.

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31.07.2017

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PLAN OF
SUBDIVISION OF LOT 23 D.P.1211217

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: 17-00127

Date of Endorsement: 10 | 07 | 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
2301	4	IRONWOOD	CRESCENT	BLACKTOWN
2302	6	IRONWOOD	CRESCENT	BLACKTOWN
2303	8	IRONWOOD	CRESCENT	BLACKTOWN
2304	10	IRONWOOD	CRESCENT	BLACKTOWN
2305	12	IRONWOOD	CRESCENT	BLACKTOWN
2306	14	IRONWOOD	CRESCENT	BLACKTOWN
2307	16	IRONWOOD	CRESCENT	BLACKTOWN
2308	18	IRONWOOD	CRESCENT	BLACKTOWN
2309	20	IRONWOOD	CRESCENT	BLACKTOWN
2310	22	IRONWOOD	CRESCENT	BLACKTOWN
2311	24	IRONWOOD	CRESCENT	BLACKTOWN
2312	26	IRONWOOD	CRESCENT	BLACKTOWN
2313	28	IRONWOOD	CRESCENT	BLACKTOWN
2314	30	IRONWOOD	CRESCENT	BLACKTOWN
2315	32	IRONWOOD	CRESCENT	BLACKTOWN
2316	34	IRONWOOD	CRESCENT	BLACKTOWN
2317	36	IRONWOOD	CRESCENT	BLACKTOWN
2318	38	IRONWOOD	CRESCENT	BLACKTOWN
2319	40	IRONWOOD	CRESCENT	BLACKTOWN
2320	42	IRONWOOD	CRESCENT	BLACKTOWN
2321	44	IRONWOOD	CRESCENT	BLACKTOWN
2322	46	IRONWOOD	CRESCENT	BLACKTOWN
2323	48	IRONWOOD	CRESCENT	BLACKTOWN
2324	STREET ADDRESS NOT AVAILABLE			

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S23.1

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G S23 S01 [04] - K.S. - P.M.

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31.07.2017

Office Use Only

DP1220371

PLAN OF
SUBDIVISION OF LOT 23 D.P.1211217

Subdivision Certificate number: 17-0012

Date of Endorsement: 10/07/17

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)

By its attorney.....

Under Power of Attorney Book 4710 No. 6

In the presence of:

.....
Signature of Witness

Nadim Akari
Name of Witness (Print)

1 Homebush Bay Drive, RHODES, NSW 2138

DEVELOPMENT MANAGER
Address and Occupation of Witness

.....
Attorney

RAYMOND GABLE BARESMATI
Name of Attorney (Print)

12th July 2017
Date of Execution

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758-S23.1

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G S23 S01[02] - K.S. - P.M.

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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.

Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

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 1.8 Wide (B)	2301	2322
		2302	2301, 2321,2322
		2303	2301, 2302, 2320, 2321, 2322
		2304	2301 to 2303 inclusive; 2319 to 2322 inclusive
		2305	2301 to 2304 inclusive; 2318 to 2322 inclusive
		2306	2301 to 2305 inclusive 2318 to 2322 inclusive
		2307	2301 to 2306 inclusive 2317 to 2322 inclusive
		2308	2301 to 2307 inclusive 2316 to 2322 inclusive
		2309	2301 to 2308 inclusive 2315 to 2322 inclusive
		2310	2301 to 2309 inclusive 2315 to 2322 inclusive
2.	Easement to Drain Water 1.2 Wide (C)	2310	2301 to 2309 inclusive 2311 to 2322 inclusive
3.	Easement to Drain Water Variable Width (D)	2324	2323

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~/ Authorised Officer

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

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:-
4.	Easement for Access & Maintenance 1 Wide (E)	2301	Part 2324 denoted "Z1"
		2310	2311
		2312	2311
		2315	2314
		2323	Part 2324 denoted 'Z2'
5.	Easement for Support 0.25 Wide (F)	2301	Part 2324 denoted 'Z1'
		2302	2303
		2303	2302, 2304
		2304	2303
		2305	2306
		2306	2305, 2307
		2307	2306
		2308	2309
		2309	2308, 2310
		2310	2309
		2311	2312
		2312	2311, 2313
		2313	2312, 2314
		2314	2313
		2315	2316
		2316	2315, 2317
		2317	2316
		2318	2319
		2319	2318, 2320
		2320	2319
		2321	2322

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

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:-
5.	Easement for Support 0.25 Wide (F)	2322 2323 Part 2324 ~~denoted 'Z1'~~	2321, 2322 ~~2~~ 3 2322 2301
6.	Easement for Television Signal Reception 2 Wide (G)	~~2301~~ 2303 2306 2309 2312 2313 2316 2319 2322	~~Part 2324 denoted 'Z1'~~ 2302, 2304 2305, 2307 2308, 2310 2311, 2313, 2314 2311,2312, 2314 2315, 2317 2318, 2320 2321, 2323
7.	Restriction on Use of Land	2301 to 2323 inclusive	Blacktown City Council
8.	Restriction on Use of Land	2301 to 2323 inclusive	Blacktown City Council
9.	Restriction on Use of Land	2301 to 2323 inclusive	Every other lot 2301 to 2323 inclusive
10.	Positive Covenant	2301 to 2323 inclusive	Blacktown City Council
11.	Positive Covenant	2301 to 2323 inclusive	Blacktown City Council

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

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2

Terms of easement, profit à prendre, positive easement or positive covenant numbered 4 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 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.

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

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont)

(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.

(g) The Authority empowered to release, vary or modify the terms of the easement numbered 4 in the abovementioned plan is Blacktown City Council.

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:

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 Persons 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.

(c) The Authority empowered to release, vary or modify the terms of the easement numbered 5 in the abovementioned plan is Blacktown City Council.

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont)

Terms of easement, profit à prendre, positive easement or positive covenant numbered 6 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.

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

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

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.

(h) Name of Authority empowered to release, vary or modify the easement numbered 6 in the plan is Blacktown City Council

Terms of easement, profit à prendre, positive easement 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. 15-01979 issued by Blacktown City Council on 9/03/2016.

(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. 15-01979 issued by Blacktown City Council on 9/03/2016 and issue of the Final Occupation Certificate.

(c) The Authority empowered to release, vary or modify the Restriction numbered 7 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, positive easement 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.

(b) Name of Authority empowered to release, vary or modify restriction numbered 8 in the plan is Blacktown City Council.

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

(a) The Proprietor of the Lot Burdened must not use or occupy the Lot Burdened such that the Proprietor of the Lot Burdened puts any garbage bin out for collection more than 12 hours before the scheduled collection time, nor allow a garbage binto remain outside the Lot Burdened for a period of more than 12 hours after the garbage is collected.

(b) Name of Authority empowered to release, vary or modify restriction numbered 9 in the plan is Blacktown City Council.

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

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont)

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

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

(b) The Proprietor of the Lot Burdened must:

i. keep its garbage 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;
ii. ensure that the garbage bin cannot be seen from the public street, unless it is out for collection;
iii. ensure that its garbage bins are regularly cleaned;
iv. put its garbage 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);
v. put its garbage bin out for collection not more than 12 hours before the scheduled time for collection; and
vi. return its garbage bin to the Lot Burdened within 12 hours after the garbage is collected.

(c) Name of Authority empowered to release, vary or modify covenant numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, positive easement or positive covenant numbered 11 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 curb (Nature Strip) such that the Nature Strip is kept to a standard no less than the standard generally maintained in Fairwater.

(c) Name of Authority empowered to release, vary or modify covenant numbered 11 in the plan is Blacktown City Council.

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

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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont)

Interpretation

In this instrument:

(a) **Authorised Person** means the Proprietor of the Lot Benefited or the Proprietor of the Lot Burdened (as applicable) and their respective successors, assigns, transferees, contractors, tenants, licensees, representatives, employees, agents, customers and invitees.

(b) **Claim** means claims, liabilities, demands, suits, causes of action, proceedings, loss, damage, cost and expense (whether by reason of injury to or death of any person or damage to property).

(c) **Proprietor of the Lot Benefited** means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot benefited with which a right is capable of enjoyment, including without limitation any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited with which a right is capable of enjoyment.

(d) **Proprietor of the Lot Burdened** means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot burdened, including without limitation any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

(e) **Receiving Equipment** means the equipment required for transmission of a television signal including cabling, wires, conduits, pipes, satellite dish and an antenna

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

Req:R698278 /Doc:DP 1220371 B /Rev:31-Jul-2017 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:10 of 11
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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont).

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

under power of attorney registered

Book 4710 No 6 in the presence of:

.....
Signature of witness

Nadim Akawi
Name of witness

LEVEL 3, 1C HOMEBUSH BAY DR, RHODES, NSW
.....
Address of witness 2138

.....
Signature of Attorney

RAYMOND BAKSMATI
Name of Attorney

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

Req:R698278 /Doc:DP 1220371 B /Rev:31-Jul-2017 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:11 of 11
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Lengths are in Metres

Plan:

DP1220371

Plan of Subdivision of Lot 23
DP 1211217 covered by Council's
Subdivision Certificate No. 17-00127
Dated: 10 July 2017

Part 2 (cont).

Blacktown City Council City Council by its authorised delegate pursuant to s.337 of Local Government Act 1993

BLACKTOWN CITY COUNCIL
(name of delegate)

Judith Portelli
Manager Development Services

.....
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

HARLEIGH MURPHY
C/- BLACKTOWN CITY COUNCIL
62 FLUSHCOMBE ROAD, BLACKTOWN NSW 2148
.....
Name of Witness (print)

BLACKTOWN CITY COUNCIL

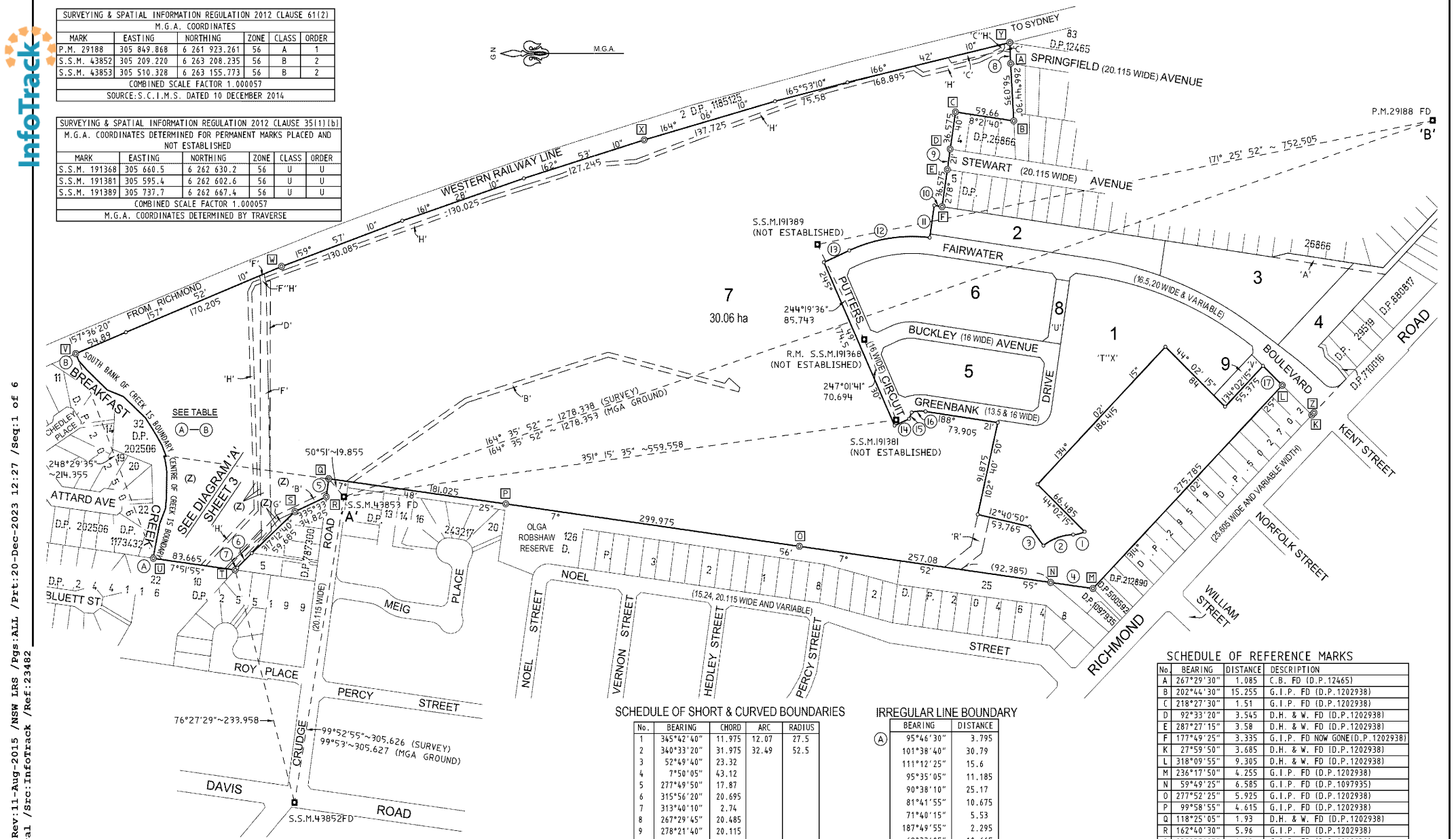
Judith Portelli
Manager Development Services

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

REGISTERED 31.07.2017

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					



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

(A)

BEARING	DISTANCE
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
66°15'	7.975 (B)

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)

'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)

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

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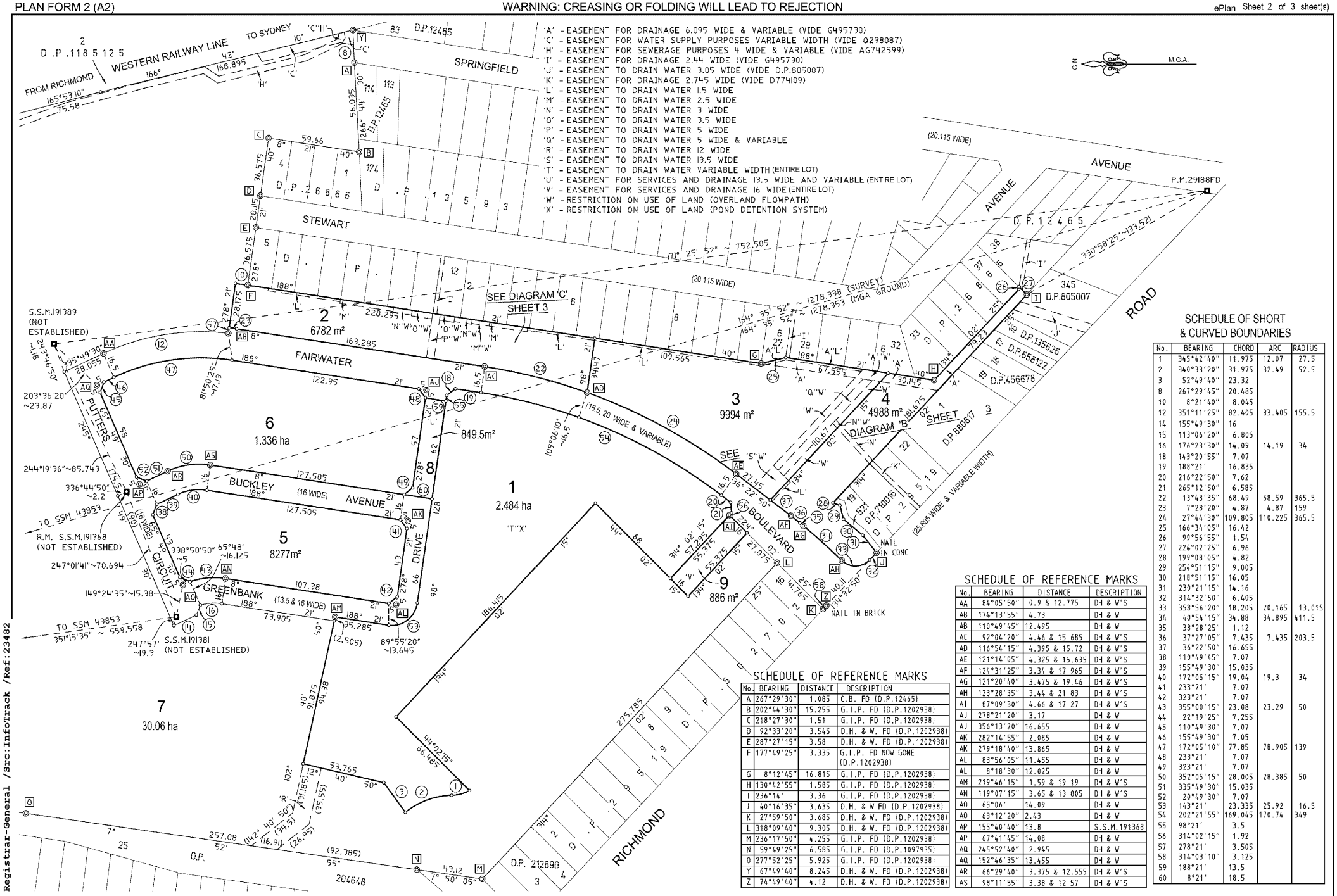

SCHEDULE OF SHORT & CURVED BOUNDARIES

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

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

Req:R698271 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:2 of 6
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DP1202939

Req:R698271 /Doc:DP 1202939 P /Rev:11-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:3 of 6
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DP1202939

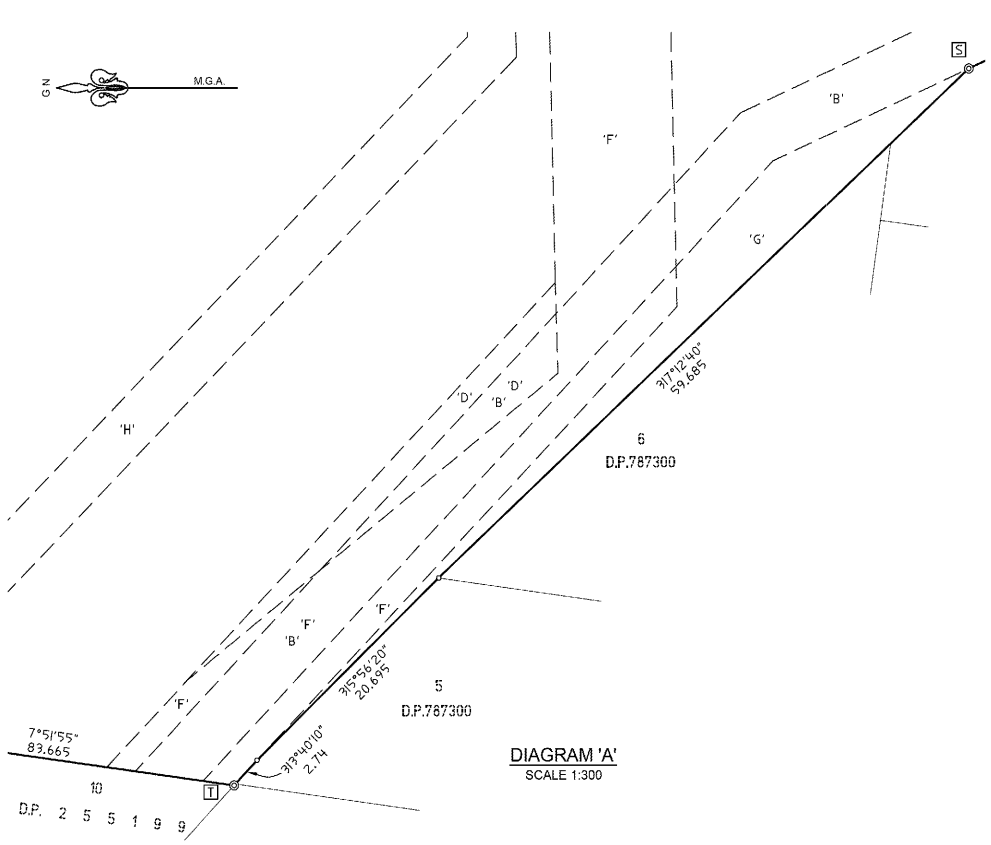

DIAGRAM 'A'
SCALE 1:300

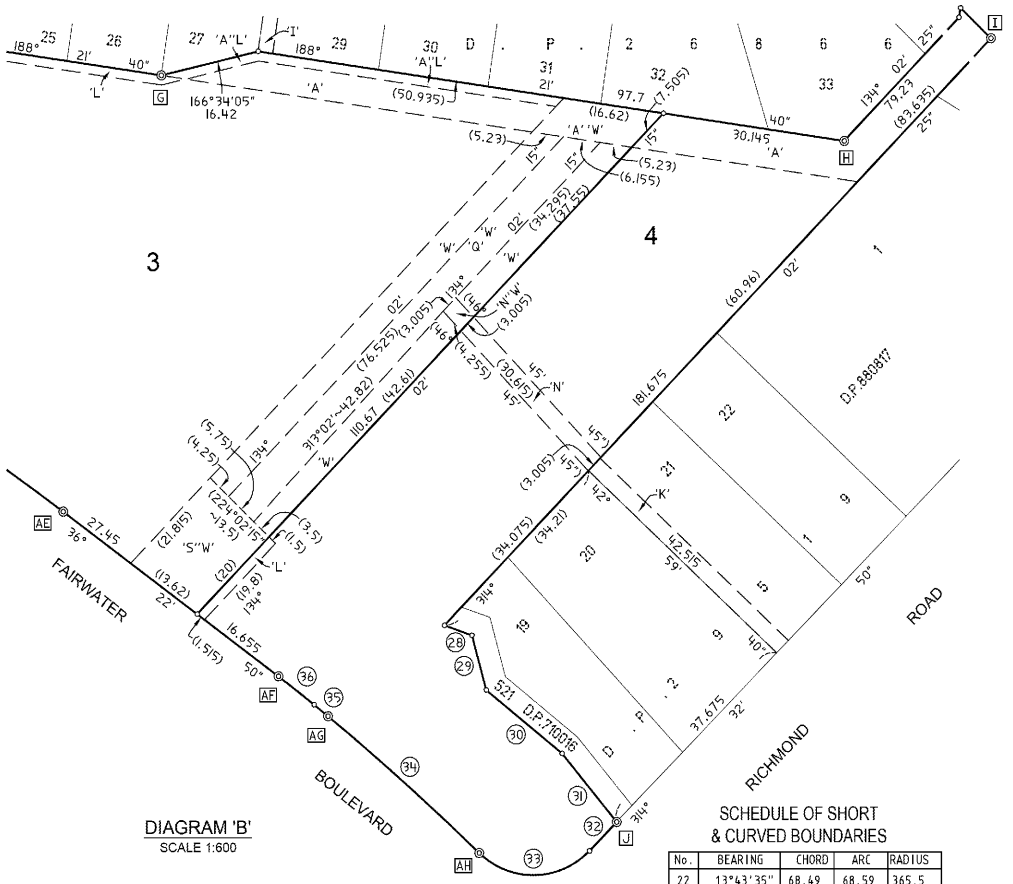

DIAGRAM 'B'
SCALE 1:600

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

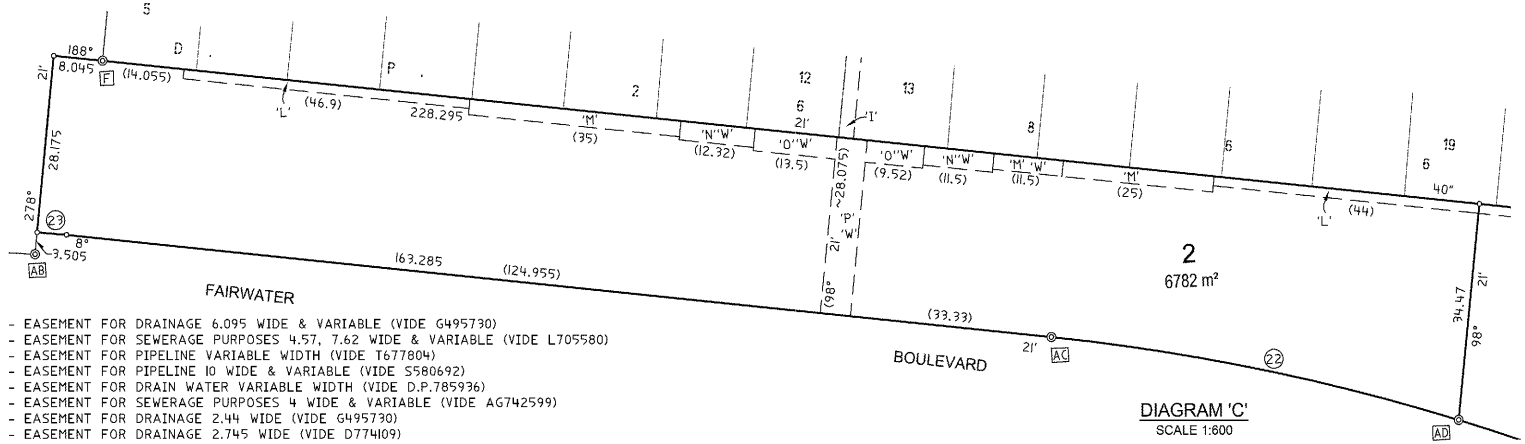

DIAGRAM 'C'
SCALE 1:600

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

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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

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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

Subdivision Certificate number: 13266

Date of Endorsement: 29/6/15

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.

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

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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

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: 29.6.2015

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
Name of Witness (Print)

Raymond 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

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

Lengths are in Metres

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 McMahon .....
~~General Manager~~ / Authorised Officer

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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

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 ..... Alan Mustafa .....
~~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 McClorin .....
~~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 ~~197~~ 197

Simon Twiggs
Signature of Witness

Signature of Attorney

SIMON TWIGGS
Name of Witness

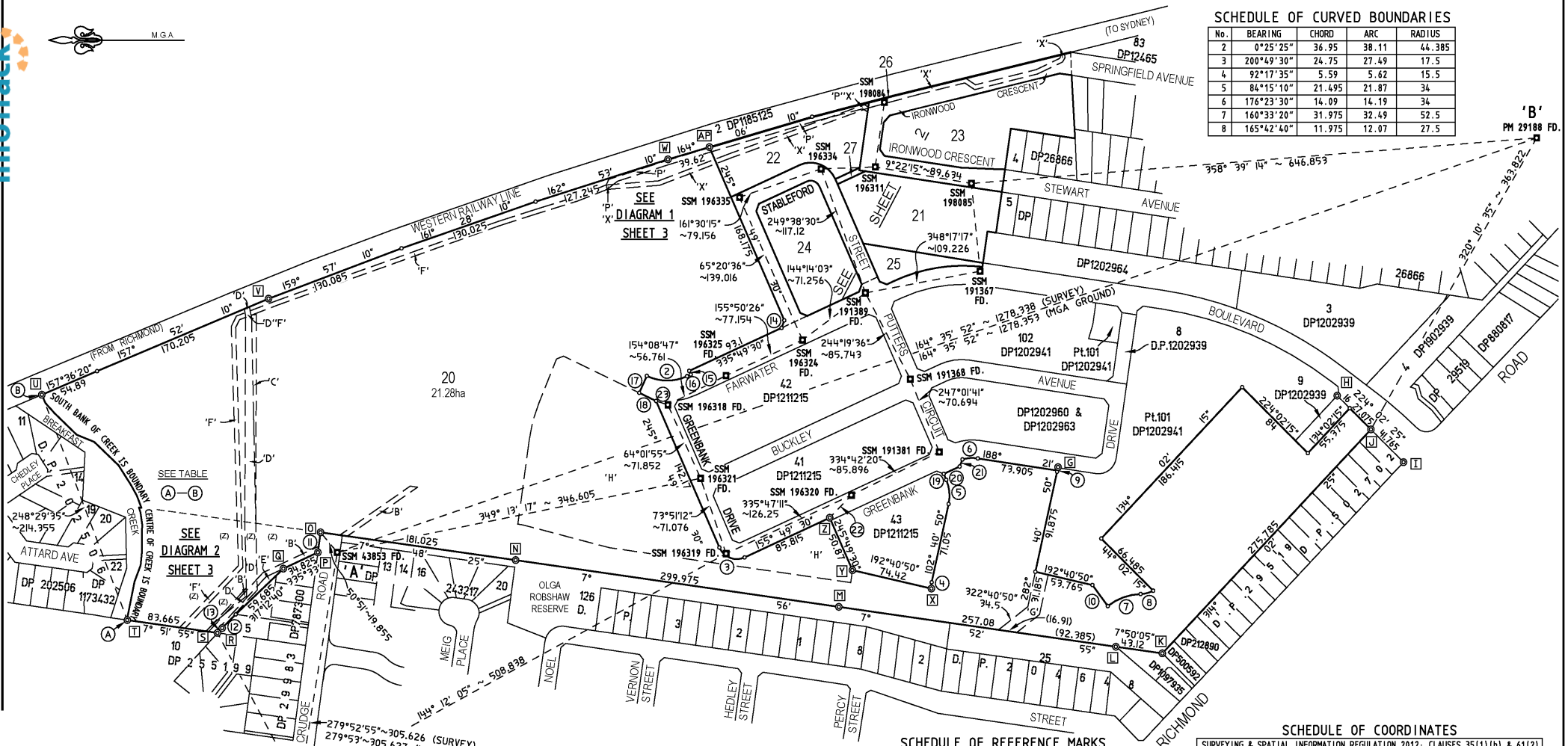
RAYMOND GABLE BAKSMATH
Name of Attorney

BLACKTOWN CITY COUNCIL
Alan Middlemiss
ALAN MIDDLEMISS
A/Manager Development Services

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

REGISTERED 11.8.2015

InfoTrack



SCHEDULE OF CREEK 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 LINES

No.	BEARING	DISTANCE
9	102°40'50"	2.505
10	232°49'40"	23.32
11	277°49'50"	17.87
12	315°56'20"	20.695
13	313°40'10"	2.74
14	290°49'30"	7.07
15	245°49'30"	3.5
16	335°49'30"	3.74
17	295°01'20"	16.5
18	205°01'20"	17.08
19	65°49'30"	5.76
20	155°49'30"	16
21	113°06'20"	6.805
22	314°47'20"	28.165(DP1211215)
23	9°51'45"	13.31 (DP1211215)
24	305°21'30"	9.78
25	77°26'10"	4.04
26	125°21'30"	8.09

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
G	219°46'15"	1.59 & 19.19	DH&W FD (DP1202939)
H	87°09'30"	4.66 & 17.27	DH&W FD (DP1202939)
I	27°59'50"	3.685	DH&W FD (DP1202938)
J	318°09'55"	9.305	DH&W FD (DP1202938)
K	236°17'50"	4.255	GIP FD (DP1202938)
L	59°49'25"	6.585	GIP FD (DP1097935)
M	277°52'25"	5.925	GIP FD (DP1202938)
N	99°58'55"	4.615	GIP FD (DP1202938)
O	118°25'05"	1.93	DH&W FD (DP1202938)
P	162°40'30"	5.96	GIP FD (DP1202938)
Q	238°37'25"	1.18	GIP FD (DP1202938)
R	227°40'20"	19.465	DH&W FD (DP499021)
S	222°24'15"	3.04	GIP FD (DP1202938)
T	15°04'35"	13.41	GIP FD (DP1202938)
U	349°25'55"	15.725	GIP FD (DP1202938)
V	73°03'50"	1.805	GIP FD (DP1202938)
W	148°45'30"	16.92	GIP FD (DP1202938)
X	358°11'05"	14.52	GIP FD (DP1211215)
Y	71°42'15"	20.41	GIP FD (DP1211215)
Z	161°57'25"	8.6	DH&W FD (DP1211215)
AP	24°08'55"	2.035	GIP

SCHEDULE OF COORDINATES

SURVEYING & SPATIAL INFORMATION REGULATION 2012: CLAUSES 35(1)(b) & 61(2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	ORIGIN
	M.G.A. COORDINATES					
P.M.29188	305 849.868	6 261 923.261	56	A	1	SCIMS
SSM.43852	305 209.220	6 263 208.235	56	B	2	SCIMS
SSM.43853	305 510.328	6 263 155.773	56	B	2	SCIMS
SSM.191367	305 760	6 262 561	56	U	U	SCIMS
SSM.191368	305 661	6 262 630	56	U	U	SCIMS
SSM.191381	305 595	6 262 603	56	U	U	SCIMS
SSM.191389	305 738	6 262 667	56	U	U	SCIMS
SSM.196311	305 849.3	6 262 658.4	56	U	U	TRAVERSE
SSM.196318	305 639.8	6 262 846.7	56	U	U	TRAVERSE
SSM.196319	305 506.9	6 262 795.4	56	U	U	TRAVERSE
SSM.196320	305 558.7	6 262 680.3	56	U	U	TRAVERSE
SSM.196321	305 575.2	6 262 815.2	56	U	U	TRAVERSE
SSM.196324	305 696.1	6 262 725.2	56	U	U	TRAVERSE
SSM.196325	305 664.5	6 262 795.6	56	U	U	TRAVERSE
SSM.196334	305 847.6	6 262 708.1	56	U	U	TRAVERSE
SSM.196335	305 822.4	6 262 783.2	56	U	U	TRAVERSE
SSM.198084	305 906.5	6 262 650	56	U	U	TRAVERSE
SSM.198085	305 834.7	6 262 569.9	56	U	U	TRAVERSE

COMBINED SCALE FACTOR 1.000057

ESTABLISHED MARK SOURCE:SCIMS DATED 15/10/2015

'B' - EASEMENT FOR SEWERAGE PURPOSES 4.57, 7.62 WIDE & VARIABLE (VIDE L705580)
'C' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE S580692, T745831 & T745832)
'D' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE T677804)
'E' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP785936)
'F' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART REMAINING)
'G' - EASEMENT TO DRAIN WATER 12 WIDE (R) (VIDE DP1202939)
'H' - EASEMENT TO DRAIN WATER VARIABLE WIDTH No. 4 (VIDE DP1211215)
'H' - RESTRICTION ON USE OF LAND No.s 5, 7 & 9 (VIDE DP1211215)
'H' - POSITIVE COVENANT No.s 6, 8 & 10 (VIDE DP1211215)
'P' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE
'X' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART BEING RELEASED)
(Z) - LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
- LAND EXCLUDES MINERALS & IS SUBJECT TO RIGHTS TO MINE (684816)

SCHEDULE OF CONNECTIONS

SSM 196311 TO SSM 196334: 358°01'25"~49.768
SSM 198085 TO SSM 191367: 262°44'28"~75.358

Surveyor:	PHILIP NEIL McKENZIE
Date of Survey:	11 APRIL 2016
Surveyor's Ref:	1758-P2

PLAN OF
SUBDIVISION OF LOT 40 D.P.1211215

LGA: BLACKTOWN
Locality: BLACKTOWN & MARAYONG
Subdivision No. 16-00268
Lengths are in metres. Reduction Ratio 1: 2500

Registered
09.05.2017

DP1211217

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

Req:R698275 /Doc:DP 1211217 P /Rev:09-May-2017 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:1 of 6
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CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G P2 501 [25] - GH - FC

DP1211217

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	267°29'30"	1.085	CB FD (DP12465)
B	202°44'30"	15.255	GIP FD (DP1202938)
C	218°27'30"	1.51	GIP FD (DP1202938)
D	92°33'20"	3.545	DH&W FD (DP1202938)
E	287°27'15"	3.58	DH&W FD (DP1202938)
F	174°13'55"	4.73	DH&W FD (DP1202939)
F	110°49'45"	12.495	DH&W FD (DP1202939)
W	148°45'30"	16.92	GIP FD (DP1202938)
AA	67°49'40"	8.245	DH&W FD (DP1202938)
AB	84°05'50"	0.9 & 12.775	DH&Ws FD (DP1202939)
AC	245°52'40"	2.945	DH&W FD (DP1202939)
AC	152°46'35"	13.455	DH&W FD (DP1202939)
AD	245°41'50"	18.68	RM SSM191389 FD(DP1211215)
AE	238°15'	7.015	DH&W FD (DP1177019)
AF	134°25'	5.5	DH&W FD (DP1080757)
AG	264°30'10"	4.54 & 10.605	DH&Ws FD (DP1211215)

No.	BEARING	DISTANCE	DESCRIPTION
AH	149°02'	2.49	DH&W
AH	149°38'25"	14.32	DH&W
AI	210°17'45"	1.7	DH&W
AI	210°17'45"	15.51	RM SSM196335
AJ	319°52'30"	6.315	DH&W
AJ	319°52'30"	17.425	RM SSM196334
AK	319°32'50"	3.395 & 12.885	DH&Ws
AL	23°10'10"	4.765	DH&W
AL	331°38'55"	12.64	DH&W
AM	116°02'50"	3.47 & 13.21	DH&Ws
AN	90°00'30"	3.365 & 12.7	DH&Ws
AO	246°38'10"	3.395	DH&W
AO	246°38'10"	12.73	RM SSM198084
AP	24°08'55"	2.035	GIP
AQ	238°06'35"	3.48	DH&W
AQ	253°09'45"	12.54	DH&W

'A' - EASEMENT FOR UNDERGROUND CABLES 3.5 WIDE (VIDE D.P.1211036) (PART REMAINING)
'I' - RIGHT OF ACCESS, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER (ENTIRE LOT)
'J' - EASEMENT FOR SERVICES 1 WIDE & VARIABLE
'K' - EASEMENT FOR SERVICES 3.5 WIDE
'L' - EASEMENT FOR UNDERGROUND CABLES 2 WIDE
'M' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'N' - RESTRICTION ON USE OF LAND(NO.6)
'O' - RESTRICTION ON USE OF LAND(NO.7)
'P' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE
'Q' - EASEMENT TO DRAIN WATER 1.5 & 2 WIDE
'Y' - EASEMENT FOR UNDERGROUND CABLES 3.5 WIDE (VIDE D.P.1211036) (PART BEING RELEASED)

M.G.A.

(TO SYDNEY)

SPRINGFIELD AVENUE (20.115 WIDE)

CRESCENT

LINE

RAILWAY

WESTERN

(VARIABLE WIDTH)

IRONWOOD (16 WIDE)

IRONWOOD CRESCENT (16 WIDE & VARIABLE)

STEWART AVENUE (20.115 WIDE)

STABLEFORD (16 WIDE)

CADDY STREET

STREET

BOULEVARD

PUTTERS CIRCUIT (16 WIDE)

FAIRWATER

(FROM RICHMOND)

SEE DIAGRAM 3

DIAGRAM 3
R.R.1:200

SEE SHEET 1

SSM 198084
SSM 196311
SSM 196334
SSM 196335
SSM 198085
SSM 191389 FD.
SSM 191367 FD.
SSM 196324 FD.
SSM 196325 FD.

DP 12465
DP 26866
DP 13593
SP86742

SCHEDULE OF LINES

No	BEARING	DISTANCE
14	290°49'30"	7.07
35	8°21'40"	8.045
36	53°21'	7.07
37	132°28'30"	8.28
38	110°49'30"	7.07
39	278°21'	2.37
40	290°49'30"	7.07
41	20°49'30"	7.07
42	278°21'	3.575
43	335°49'30"	7.05
44	20°49'30"	7.07
45	155°49'30"	5
46	155°49'30"	7.05
47	124°07'10"	1.06
48	245°49'30"	0.505
49	267°29'45"	0.51

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	351°11'25"	82.405	83.405	155.5
27	20°34'20"	35.2	39.05	25
28	200°49'30"	12.73	14.135	9
29	65°34'30"	0.22	0.22	25
30	172°05'10"	77.85	78.905	139
31	200°49'30"	4.245	4.71	3
32	290°49'30"	4.245	4.71	3
33	200°49'30"	7.07	7.855	5
34	290°49'30"	7.07	7.855	5

Surveyor:	PHILIP NEIL McKENZIE
Date of Survey:	11 APRIL 2016
Surveyor's Ref:	1758-P2

PLAN OF
SUBDIVISION OF LOT 40 D.P.1211215

LGA: BLACKTOWN
Locality: BLACKTOWN & MARAYONG
Subdivision No. 16-00268
Lengths are in metres. Reduction Ratio 1: 800

Registered
09.05.2017

DP1211217

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

Req:R698275 /Doc:DP 1211217 P /Rev:09-May-2017 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:2 of 6
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DP1211217

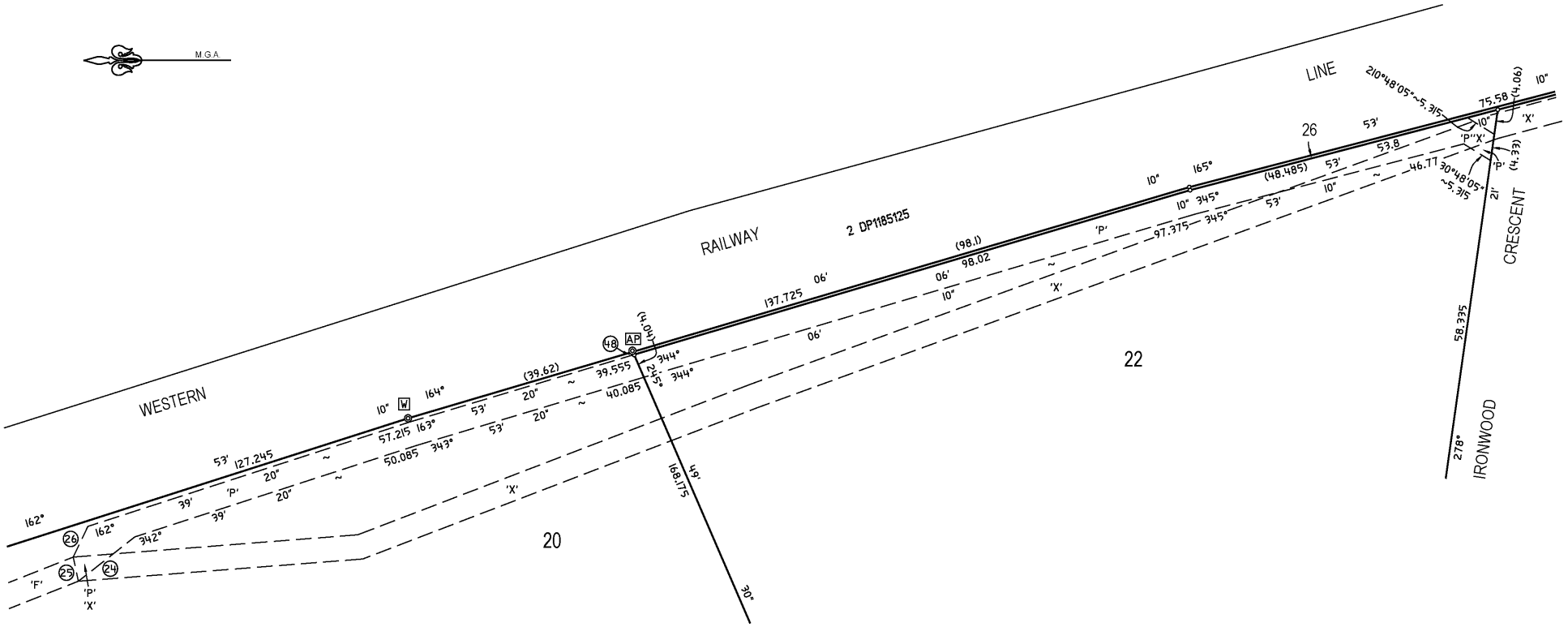

DIAGRAM 1
R.R.1:500

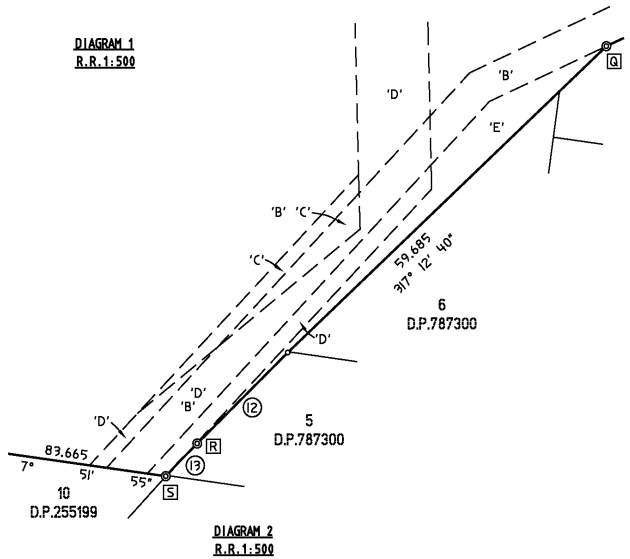

DIAGRAM 2
R.R.1:500

SCHEDULE OF LINES

No.	BEARING	DISTANCE
12	315°56'20"	20.695
13	313°40'10"	2.74
24	322°52'15"	11.99
25	77°26'10"	4.04
26	116°26'35"	5.58
48	245°49'30"	0.505

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
Q	238°37'25"	1.18	GIP FD (DP1202938)
R	227°40'20"	19.465	DH&W FD (DP499021)
S	222°24'15"	3.04	GIP FD (DP1202938)
W	148°45'30"	16.92	GIP FD (DP1202938)
AP	24°08'55"	2.035	GIP

'B' - EASEMENT FOR SEWERAGE PURPOSES 4.57, 7.62 WIDE & VARIABLE (VIDE L705580)
'C' - EASEMENT FOR PIPELINE VARIABLE WIDTH (VIDE S580692, T745831 & T745832)
'D' - EASEMENT FOR PIPELINE 10 WIDE & VARIABLE (VIDE T677804)
'E' - EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP785936)
'F' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PART REMAINING)
'P' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE
'X' - EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599)(PART BEING RELEASED)

Surveyor: PHILIP NEIL McKENZIE **Date of Survey:** 11 APRIL 2016 **Surveyor's Ref:** 1758-P2	**PLAN OF** SUBDIVISION OF LOT 40 D.P.1211215	**LGA:** BLACKTOWN **Locality:** BLACKTOWN & MARAYONG **Subdivision No.** 16-00268 Lengths are in metres. Reduction Ratio 1: 500	Registered 09.05.2017	DP1211217

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

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DP1211217

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ePlan

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 09.05.2017
Title System: TORRENS
Purpose: SUBDIVISION

Office Use Only

DP1211217

PLAN OF
SUBDIVISION OF LOT 40 DP1211215

LGA: BLACKTOWN
Locality: BLACKTOWN & 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, Judith Portelli

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

Signature: .....

Accreditation number: n/A

Consent Authority: Blacktown City Council

Date of endorsement: 22 March 2017

Subdivision Certificate number: 16-00268

File number: DA-16-01900

*Strike through inapplicable parts.

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 2012*, is accurate and the survey was completed on 11 APRIL 2016

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

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

Signature P. McKenzie Dated: 31/08/2016

Surveyor ID: 8179

Datum Line: 'A' - 'B'

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.
^Specify the land actually surveyed or specify and 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. CADDY STREET
2. IRONWOOD CRESCENT
3. STABLEFORD STREET

Plans used in the preparation of survey/compilation

DP1202939
DP1202941
DP1202960
DP1202963
DP1202964
DP1211215
DP1211219

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 - P2

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G P2 S01 [13] - GH - FC

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ePlan

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

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 09.05.2017 Office Use Only

Office Use Only

DP1211217

PLAN OF
SUBDIVISION OF LOT 40 DP1211215

Subdivision Certificate number: 16-00268

Date of Endorsement: 22 March 2017

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY

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

TO CREATE:-

1. RIGHT OF ACCESS, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER ~~5 WIDE~~ (ENTIRE LOT)
2. EASEMENT FOR SERVICES 1 WIDE & VARIABLE
3. EASEMENT FOR SERVICES 3.5 WIDE
4. EASEMENT FOR UNDERGROUND CABLES 2 WIDE
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE
9. EASEMENT TO DRAIN WATER 1.5 & 2 WIDE
10. RESTRICTION ON USE OF LAND

TO RELEASE:-

1. EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (VIDE Q238087)
2. EASEMENT FOR SEWERAGE PURPOSES 4 WIDE & VARIABLE (VIDE AG742599) (PARTIAL RELEASE)
3. EASEMENT FOR UNDERGROUND CABLES 3.5 WIDE (VIDE DP1211036) (PARTIAL RELEASE)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758 - P2

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G P2 S01 (19) - GH - FC

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ePlan

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

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 09.05.2017 (Office Use Only)

Office Use Only

DP1211217

PLAN OF
SUBDIVISION OF LOT 40 DP1211215

Subdivision Certificate number: 16-DD268

Date of Endorsement: 22 March 2017

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 GABLE BAKSMATI

Under Power of Attorney Book 4710 No. 6

In the presence of:

.....
Signature of Witness

.....
Attorney

Arash Farzam
Name of Witness (Print)

RAYMOND GABLE BAKSMATI
Name of Attorney (Print)

1 Homebush Bay Drive, RHODES, NSW 2138

Development Manager
Address and Occupation of Witness

24/3/2017
Date of Execution

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1758 - P2

CAD REF: Z:\1758 - Ashlar\Acad\SUBDIVISION PLANS\1758G P2 S01 (19) - GH - FC

Req:R698276 /Doc:DP 1211217 B /Rev:09-May-2017 /NSW LRS /Pgs:ALL /Prt:20-Dec-2023 12:27 /Seq:1 of 10
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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: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

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.	Right of Access, Easement for Services and Easement to Drain Water ~~5 Wide~~ (Entire Lot)	27	Blacktown City Council
2.	Easement for Services 1 Wide & Variable	25	Blacktown City Council
3.	Easement for Services 3.5 Wide	25	Blacktown City Council
4.	Easement for Underground Cables 2 Wide	27	Endeavour Energy
5.	Easement for Padmount Substation 2.75 Wide	21	Endeavour Energy
6.	Restriction on Use of Land	Part 21 DESIGNATED(N)	Endeavour Energy
7.	Restriction on Use of Land	Part 21 DESIGNATED (D)	Endeavour Energy
8.	Easement for Sewerage Purposes 4 Wide & Variable	20, 22	Sydney Water Corporation
9.	Easement to Drain Water 1.5 & 2 Wide	23	Blacktown City Council
10.	Restriction on Use of Land	21-25	Blacktown City Council

~~BLACKTOWN CITY COUNCIL~~

.....
Judith Portelli
Manager Development Services

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

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Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

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 Water Supply Purposes Variable Width (vide Q238087)	40/1211215	Sydney Water Corporation
2.	Easement for Sewerage Purposes 4 Wide & Variable (vide AG742599) (Partial Release)(X)	40/1211215	Sydney Water Corporation
3.	Easement for Underground Cables 3.5 Wide (vide DP1211036) (Partial Release)(Y)	Fairwater Boulevard (Comprised in Lot 7 DP1202939) RHCL.	Endeavour Energy

BLACKTOWN CITY COUNCIL

.....

Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY 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.

Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

Part 2

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

A Right of Access as set out in Part 11 of Schedule 4A of the Conveyancing Act 1919, together with an Easement for Services as set out in Part 9 of Schedule 4A of the Conveyancing Act 1919, together with an 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 the easements numbered 1, 2, 3 and 9 in the plan is Blacktown City Council.

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

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

Name of Authority empowered to release vary or modify the easement numbered 4 in the plan is Endeavour Energy.

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

Name of Authority empowered to release vary or modify the easement numbered 5 in the plan is Endeavour Energy.

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

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

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Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

Part 2 (cont)

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

1.0 Definitions:

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

The Authority empowered to release vary or modify the restriction created by the plan is Endeavour Energy.

APPROVED BY BLACKTOWN COUNCIL .....

BLACKTOWN LOCAL COUNCIL

Judith Portelli
Manager Development Service
~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

Part 2 (cont).

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

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

The Authority empowered to release vary or modify the restriction numbered 7 in the plan is Endeavour Energy.

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

An Easement For Sewerage Purposes 4 Wide* incorporating the provisions of Memorandum AE292292 registered at Land & Property Information NSW 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).

* Variable

* Variable

The Authority empowered to release, vary or modify the easement numbered 8 in the plan is Sydney Water Corporation.

BLACKTOWN CITY COUNCIL

.....

Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268

Dated: 22 March 2017

Part 2 (cont).

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

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.14-1900 issued by Council of the City of Blacktown on 24 July 2015. Such approval is likely to require, but not be restricted to, construction of road and drainage works and the provision of lot fill.

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

BLACKTOWN CITY COUNCIL

.....

Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN COUNCIL .....

~~General Manager~~ / Authorised Officer

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Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268

Dated: 22 March 2017

Part 2 (cont).

Executed by)

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

under power of attorney registered 5/7/2016

Book 4710 No 6 in the presence of:

Signature of witness

Arash Farzam
Name of witness

L31C Homebush Bay Dr
Rhodes NSW 2138
Address of witness

Signature of Attorney

RAYMOND GABLE BAKSMATI
Name of Attorney

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

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

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Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-DD268
Dated: 22 March 2017

Part 2 (cont).

Blacktown City Council City Council by its authorised delegate pursuant to s.337 of Local Government Act 1993

Judith Portelli
(name of delegate)

BLACKTOWN CITY COUNCIL

.....
Signature of Delegate
Judith Portelli
Manager Development Services

.....
Name of Delegate (print)

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

.....
Signature of Witness

Vivienne Holdsworth
.....
Name of Witness (print)
c/- Blacktown City Council
62 Flushcombe Road
.....
Blacktown NSW 2148
.....
Address of Witness

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

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

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ePlan

Lengths are in Metres

Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268

Dated: 22 March 2017

Part 2 (cont).

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book 4705 No. 566)
in the presence of:)

.....
Signature of WITNESS

.....
Signature of Attorney

Deborah Pears
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Name of Attorney HELEN SMITH.

MGR PROPERTY & FLEET.
Position

Date of Execution: 23 September 2016

Reference : URS16681
RPM15630-NP087615

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

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Plan: DP1211217

Plan of Subdivision of Lot 40 DP1211215 covered by Council's Subdivision Certificate No. 16-00268
Dated: 22 March 2017

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:

K. Yates

Signature of witness

KENDALL YATES

Name of witness

1 SMITH STREET
PARRAMATTA

Address of Witness

Signature of authorised delegate

GRANT MAY

Name of authorised delegate

PROPERTY PORTFOLIO MGR

Title of authorised delegate

30 March 2017

Date

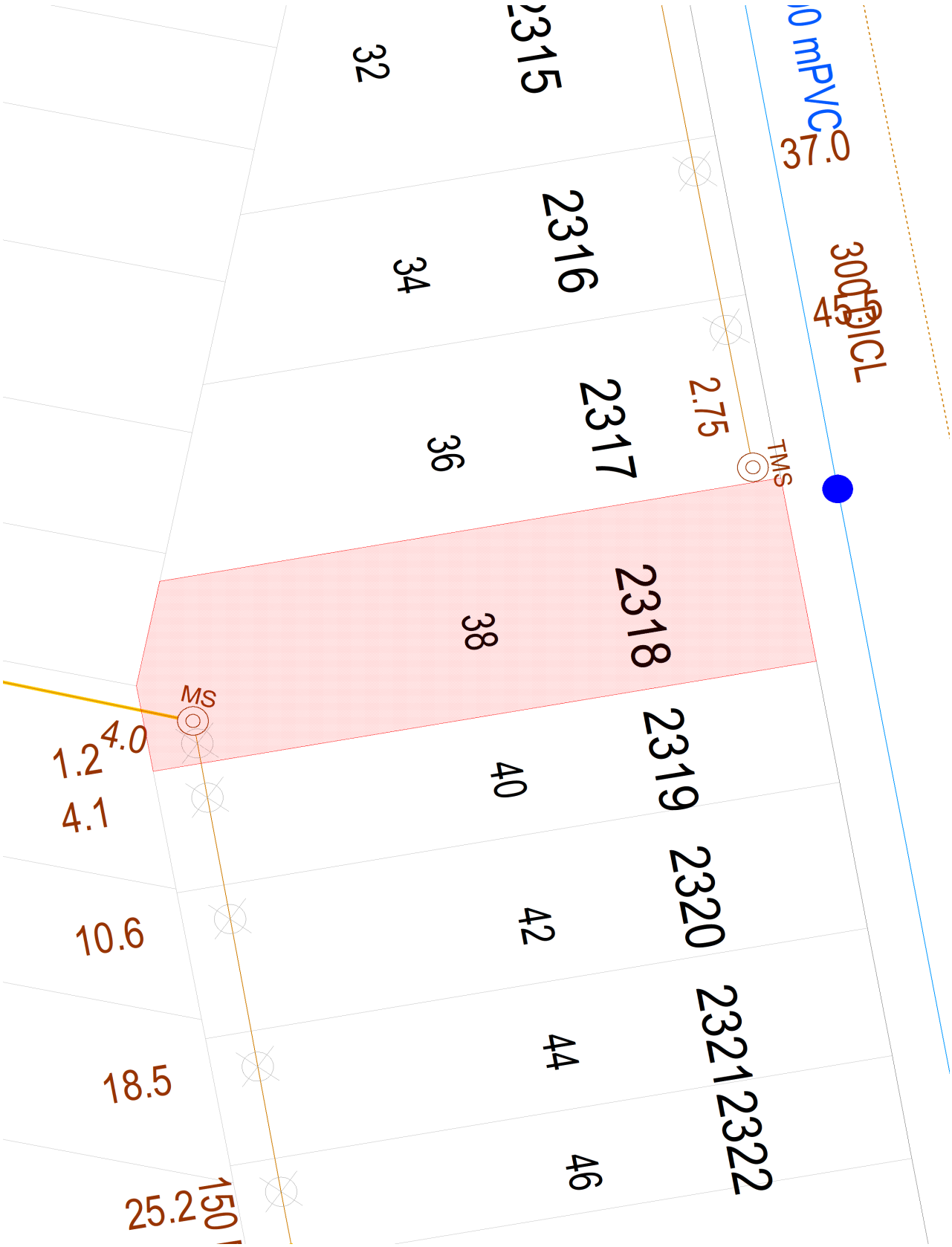
REGISTERED 09.05.2017

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

Sydney WATER

Service Location Print

Application Number: 8003038840



Document generated at 20-12-2023 12:41:05 PM

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

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

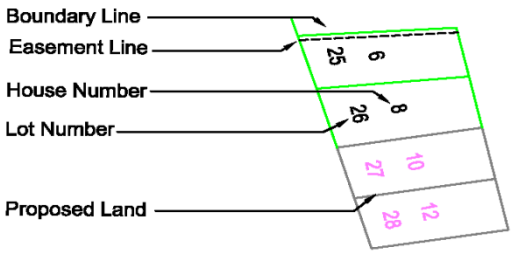
Vacuum Sewer

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.

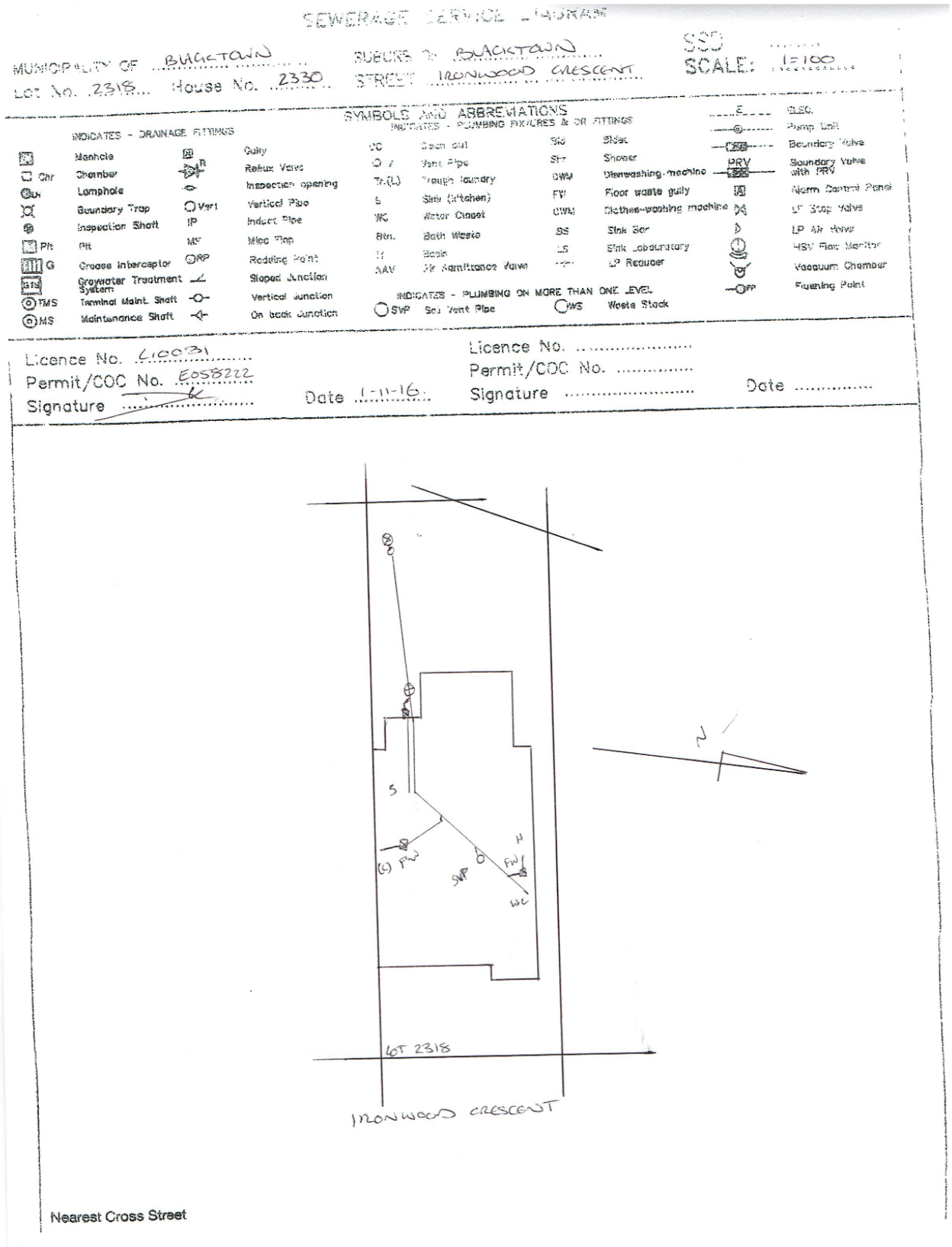
For general enquiries please call the Customer Contact Centre on 132 092

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: 8003038839



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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**.

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

CSY LEGAL PTY LTD

2/6 ETHEL STREET

EASTWOOD NSW 2122

Your reference 264081

Certificate details

Certificate no.	PL2026/12034	**Fee**	**$74.00**
Date issued	16 October 2026	**Urgency fee**	**N/A**
Receipt no	D006797119		

Property information

Property ID	379049	**Land ID**	378902
Legal description	LOT 2318 DP 1220371		
Address	38 IRONWOOD 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 “Climate Change and Natural Hazards SEPP” https://www.nsw.gov.au/ministerial-releases/future-proofing-nsw-new-planning-policy-to-tackle-climate-risks-and-natural-hazards

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	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment

Environmental planning instrument	Provisions - Additional permitted uses
(Precincts—Central River City) 2021	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 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.

Yes/**No**

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

Exhibition of Wianamatta South Creek Flood Study

From 2 February – 8 March 2026, Council is exhibiting the Wianamatta South Creek flood study.

If adopted, this study may change the flood planning area in some areas of the Wianamatta South Creek catchment, including parts of Eastern Creek, Minchinbury, Mount Druitt, Whalan, Tregear, Ropes Crossing, St Marys, Shanes Park, Melonba, Marsden Park, Angus and Vineyard.

Further information about this study, including draft mapping, is available through our have your say page: https://haveyoursay.blacktown.nsw.gov.au/wianamatta-south-flood-study

If you would like more information on how this may affect your property, you can 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