

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents PO Box 7018, SOUTH PENRITH NSW 2750	Phone: 4721 1111 Fax: 4721 1112
co-agent		
vendor		
vendor's solicitor	Reimers Legal 6 Macquarie Avenue, Penrith NSW 2750 PO Box 328, Penrith NSW 2751	Phone: 02 4731 6966 Email: KStapley@reimerslegal.com.au Fax: 02 4721 5629 Ref: K S:EVH:20200990
date for completion	See clause 51	(clause 15)
land (address, plan details and title reference)	16 Signal Street, Werrington, New South Wales 2747 Registered Plan: Lot 236 Plan DP 1215199 Folio Identifier 236/1215199	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: swimming pool	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds ☒ built-in wardrobes ☒ clothes line ☒ curtains	☒ dishwasher ☒ fixed floor coverings ☒ insect screens ☒ other: alarm, smoke alarm, air conditioning, ceiling fans	☒ light fittings ☒ range hood ☒ solar panels	☒ stove ☒ pool equipment ☐ TV antenna
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			
buyer's agent				

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

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):**Electronic transaction** (clause 30)☐ no ☐ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

● **Notices, certificates and inspections**

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

● **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## **26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## **27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

16 Signal Street WERRINGTON NSW 2747

ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT FOR SALE AND PURCHASE OF LAND

33. INCONSISTENCY

If there is any inconsistency between any Clause of the printed form and any Additional Clause in this Contract, the Additional Clause will prevail.

34. AMENDMENTS TO PRINTED CLAUSES

- (a) Clauses 7.1.1, 14.3, 14.4.2, 16.8, 23.6, 23.13, 23.14, 25, 26, 27, 28 and 29 are deleted;
- (b) Clause 2.4 is amended by deleting the words "cash (up to \$2,000) or";
- (c) Clauses 5.2.1 and 5.2.2 are amended by deleting the words "21 days" and replacing with "7 days".
- (d) Clause 7.2.4 is amended by deleting the words "and the costs of the purchaser";
- (e) Clause 8.1.1 is amended by deleting the words "on reasonable grounds";
- (f) Clause 8.1.2 is amended by deleting the words "and those grounds";
- (g) Clause 9.1 is amended by adding the words "which the Purchaser irrevocably authorises the Depositholder to pay to the Vendor forthwith." at the end of that clause;
- (h) Clause 16.7 is amended by deleting the words "cash (up to \$2,000) or settlement cheque" and replacing it with "settlement cheques";
- (i) Clause 16.12 is amended by deleting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee";
- (j) Clause 20.16 is added:

"20.16 The Vendor's Solicitor certifies that the information contained in any property certificate attached to this Contract has been provided by the Registrar General in accordance with Section 96B(2) of the *Real Property Act 1900*."
- (k) Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract";

35. HEADINGS

Headings are for ease of reference only and do not affect the interpretation of any Clause.

36. COOLING OFF PERIOD

In the event that the Vendor and Purchaser consent to enter into a cooling off period Contract and authorise the Agent to exchange such a Contract, then it is agreed that the Deposit may be paid as follows:-

- (a) As to the sum of money equivalent to 0.25% of the agreed purchase price, upon exchange of the cooling off period Contract;

- (b) As to the sum of money equivalent to the balance of the Deposit, prior to the expiry of the cooling off period.

37. SMOKE ALARMS

To the extent that this Contract relates to land on which a building is situated and smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000* to be installed in the building, the Vendor states that the building complies with that requirement.

38. DEATH, INCAPACITY OR INSOLVENCY

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, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the other party may rescind this Contract by written notice to the first party's solicitor and thereupon this Contract will be at an end and the provisions of clause 19 will apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then that party will be in default under this contract.

The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

39. NOTICE TO COMPLETE

- (a) The parties agree that a Notice to Complete which provides for completion at least fourteen (14) days from the date of the Notice is reasonable and sufficient notice in all the circumstances. The issue of a Notice to Complete by either party shall make time of the essence of this Contract.
- (b) The party serving the Notice to Complete may, at any time, withdraw, extend or vary the Notice to Complete by a further notice to the other party and, at its option, issue a further Notice to Complete.
- (c) The Purchaser acknowledges that the Vendor shall be entitled to issue a Notice to Complete under this clause notwithstanding that a charge for land tax remains unsatisfied against the property.
- (d) If it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause then the Purchaser shall pay to the Vendor the costs of issue of such Notice assessed at \$330.00.

40. INTEREST ON DELAYED COMPLETION

- (a) The Purchaser must pay to the Vendor on the actual date of completion interest on the purchase price if:-

- (i) The Purchaser does not complete this Contract by the completion date other than because of default by the Vendor under this Contract; or
 - (ii) The Vendor does not complete this Contract by the completion date because of a default by the Purchaser under this Contract.
- (b) The interest will be calculated on the purchase price at the rate of ten per cent (10%) per annum on a daily basis for the period from the day after the completion date to the actual date of completion, both days included. For the removal of doubt, the Purchaser must pay interest under this Clause up to and including the day upon which the Vendor and its Mortgagee is ready and able to complete. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

This Clause is an essential term of the Contract and does not merge on completion. This Clause does not affect any other rights of the Vendor.

41. VENDOR'S AGENT

The Purchaser warrants that it has not been introduced to the Vendor by any Agent other than the Vendor's Agent named on the first page of this Contract. The Purchaser indemnifies the Vendor against any claim made by any other Agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this Clause do not merge on completion.

42. EXCLUSION OF PRE-CONTRACTUAL REPRESENTATIONS

- (a) This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property;
- (b) The parties have not entered into and are not bound by any collateral or other agreement apart from this Contract;
- (c) The Purchaser acknowledges that it purchases the property, the improvements and the inclusions in their condition and state of repair as at the date of the Contract.
- (d) The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless such warranty, representation, agreement or term is contained in the express terms of this Contract or it is an implied term or warranty imposed by statute that is mandatory and cannot be excluded by the parties' agreement.
- (e) The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements, or any representations made by or on behalf of the Vendor (including by any Estate Agent acting on behalf of the Vendor):-
 - (i) The inspection of and investigations relating to the property made by or on behalf of the Purchaser;
 - (ii) The warranties and representations expressly contained in the Contract;
 - (iii) The skill and judgment of the Purchaser, its consultants and representatives;
 - (iv) Opinions or advice obtained by the Purchaser independently of the Vendor or

of the Vendor's Agents or employees.

- (f) The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its Agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the Purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The Purchaser purchases the property in its existing condition and state of repair.

43. FINANCE

The Purchaser warrants to the Vendor that it either does not require finance to complete this Contract or, in the event that it requires finance, it holds a current loan approval in an amount and upon terms which it considers fully satisfactory and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out in this Contract.

44. RELEASE OF DEPOSIT

In addition to the provisions of Clause 3, the Purchaser authorises the deposit holder to release such part or all of the deposit to the Vendor as is needed by the Vendor for the Vendor's purchase of another property. The Vendor may apply any monies released to the payment of the Vendor's deposit or stamp duty on such purchase. This Clause shall not prejudice the rights of the Purchaser in the event of its lawful rescission of this Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month after such rescission.

45. PAYMENT OF DEPOSIT BY INSTALMENTS

In the event of the Vendor accepting the payment of the deposit by instalments the following shall apply:

- (a) The parties acknowledge that the Deposit is ten percent (10%) of the purchase price.
- (b) The Vendor agrees to accept payment of the Deposit by instalments.
- (c) In that event, the Deposit must be paid by way of the sum of \$_____ on the date of this Contract as the first instalment and the sum of \$_____ on the date of the completion date shown on the front page of the contract (whether this contract is completed or not) as the second instalment.

46. INVESTMENT OF DEPOSIT

If the deposit is invested in an interest bearing account, each party shall provide their tax file number to the deposit holder and in the event of default by any party resulting in the bank or financial institution withholding an amount under the income tax legislation, such sum shall be deducted from the defaulting party's share of the interest.

47. CERTIFICATE OF COMPLIANCE

Notwithstanding any Clause to the contrary, the Vendor need not comply with any Notice issued by the responsible Council requiring work to be carried out in relation to the property and any improvements thereon as a result of a request, prior to the exchange of Contracts by the Purchaser or any person on its behalf, to the responsible Council for a Building Information Certificate under Section 6.24 of the Environmental Planning and Assessment Act 1979.

48. CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

- (a) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (ii) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (iii) The highest bidder is the purchaser, subject to any reserve price.
 - (iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (vii) A bid cannot be made or accepted after the fall of the hammer.
 - (viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (b) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (i) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (ii) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

49. COVID-19

- (a) In the event that a public health order (**Order**) is made which reasonably has the effect of adversely impacting upon the ability of a party to comply with its obligations under this contract (including a party's obligation to complete this contract) (**Adverse Impact**), that party (**Affected Party**) may give the other

party a notice under this clause 49 (**Notice**).

- (b) A Notice under clause 49(a) must set out the nature and manner of the Adverse Impact.
- (c) Within 14 days after issue of the Notice by the Affected Party, the parties must co-operate together in good faith and acting reasonably with a view to overcoming or resolving the Adverse Impact.
- (d) Where, despite clause 49(c), the parties are unable to overcome or resolve the Adverse Impact, the time for complying with the obligation under this contract which is the subject of the Adverse Impact is extended until the earlier of 14 days after:
 - i. the date the Adverse Impact can reasonably be overcome or resolved;
or
 - ii. the expiry or revocation of the Notice.
- (e) Where the Vendor or a member of the Vendor's household was infected with the COVID-19 virus and was isolated at the property, it is an essential term of this Contract that prior to completion, the Vendor must properly disinfect the property.
- (f) For the purpose of clause 49(e), "disinfect" includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and floors.

50. POOL COMPLIANCE

- (a) The Vendor will at their own expense and prior to completion provide a Compliance Certificate for the Swimming Pool to the Purchaser.

51. NOTICE OF DEATH

- (a) The Vendor discloses that one of the registered proprietor's, Geoffrey James Haddrill is deceased.
- (b) The Purchaser acknowledges that completion of this Contract shall be subject to the Vendor obtaining registration of a Notice of Death with Land Registry Services.
- (c) The Purchaser may make no objection, requisition or claim for compensation in respect of any reasonable delay occasioned by the completion of any of the matters referred to in clause.
- (d) The completion date is the later of:
 - i. 42 days after the date of the Contract; and
 - ii. 14 days after registration of the notice of death.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 236/1215199

SEARCH DATE	TIME	EDITION NO	DATE
23/9/2020	11:48 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 236 IN DEPOSITED PLAN 1215199
AT WERRINGTON
LOCAL GOVERNMENT AREA PENRITH
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1215199

FIRST SCHEDULE

GEOFFREY JAMES HADDRILL
DENISE ANN HADDRILL
AS JOINT TENANTS

(T AK723478)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 DP1069025 POSITIVE COVENANT
- 2 DP1215199 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1215199 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1215199 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1215199 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 6 DP1215199 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1215199 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 AK723479 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20200990

PRINTED ON 23/9/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 966(2) of the Real Property Act 1900.

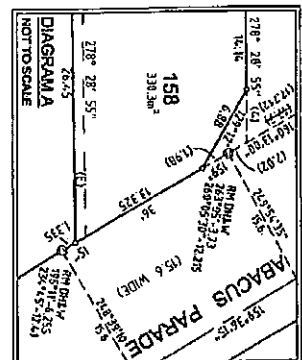
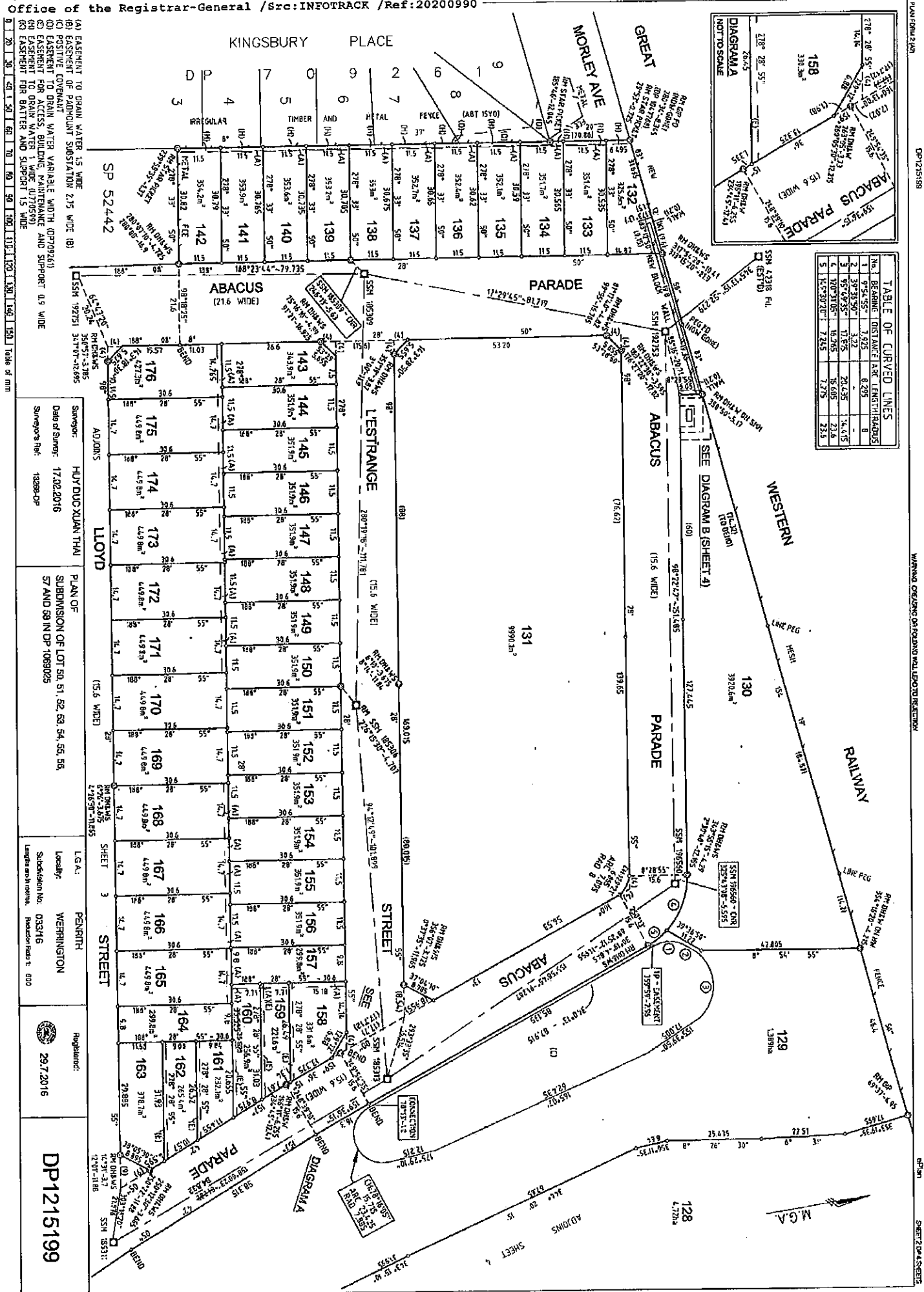


TABLE OF CURVED LINES

No.	BEARING	DISTANCE	ARC LENGTH	RADIUS
1	9°54'55"	1.925	8.295	B
2	30°38'50"	3.22	20.435	14.415
3	85°42'35"	11.875	16.005	23.4
4	100°11'05"	16.265	16.005	23.4
5	15°20'20"	7.245	7.275	23.4

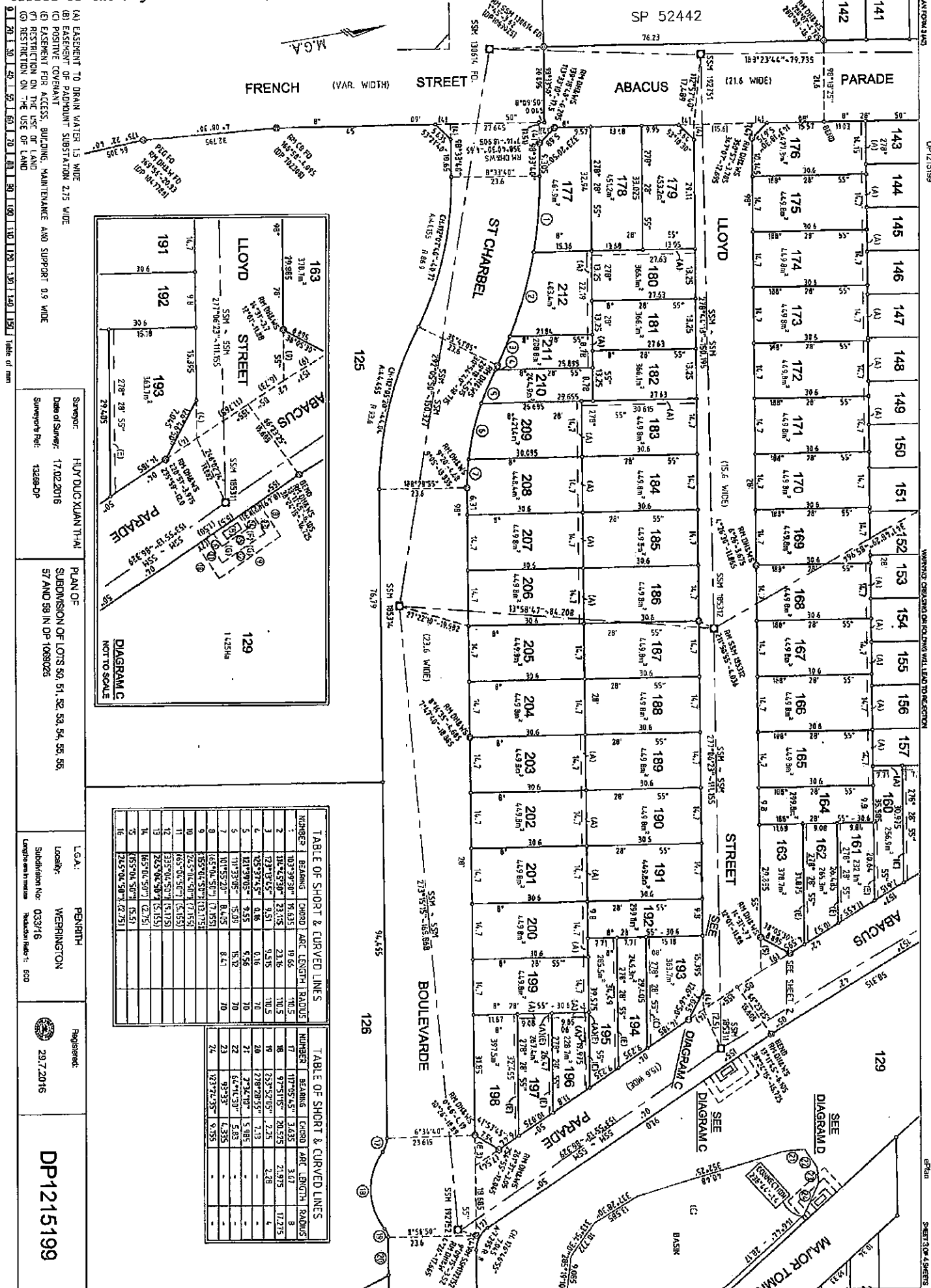
Surveyor: HUY DUC XUAN THI
Date of Survey: 17.02.2016
Surveyors Ref: 18288-OP

PLAN OF: SUBDIVISION OF LOT 50, 51, 52, 53, 54, 55, 56, 57 AND 58 IN DP 1089025

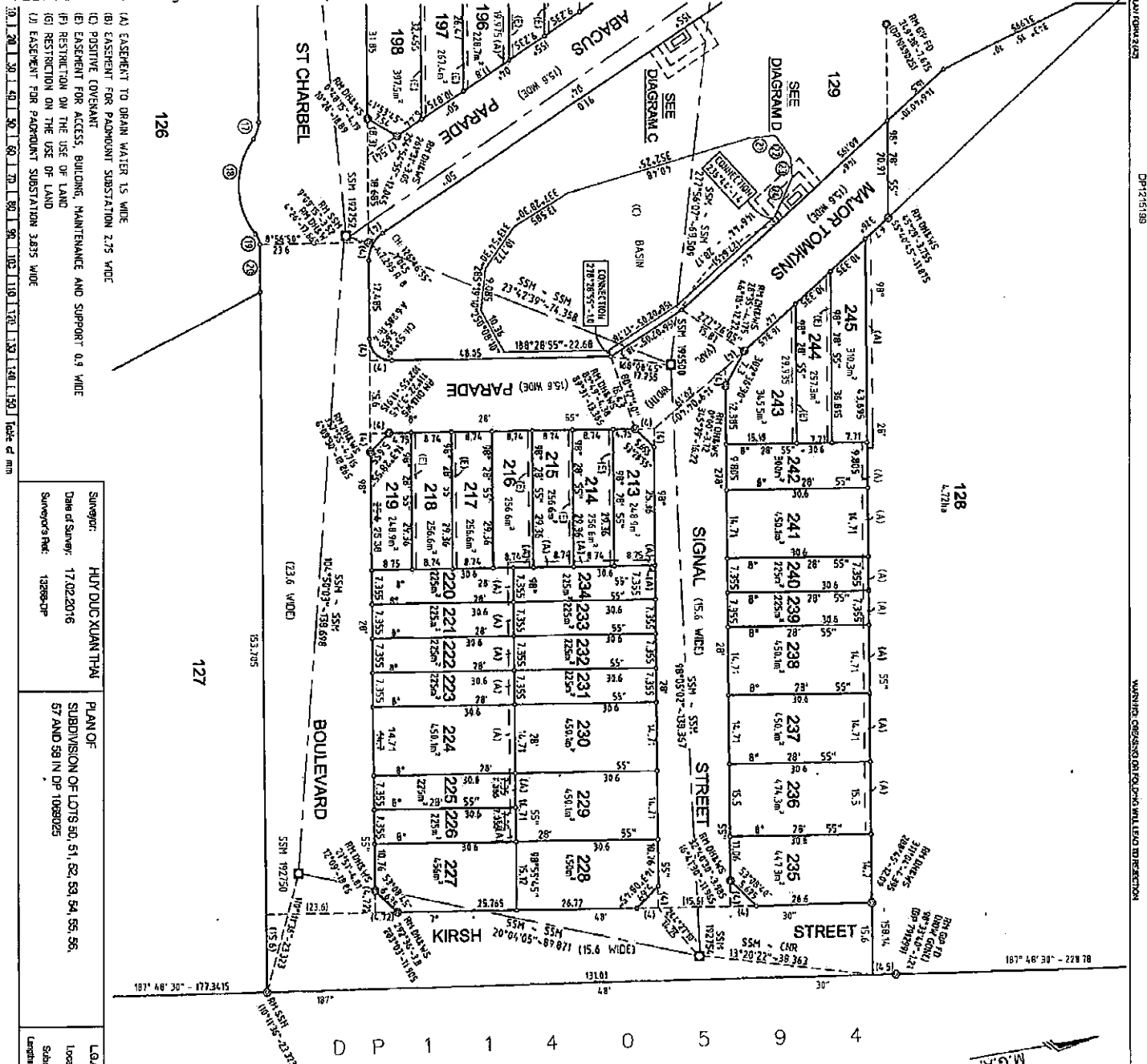
Locality: WERRINGTON
Subdivision No: 023/16
Provisional Plan No: 100

Prepared: 29.7.2016

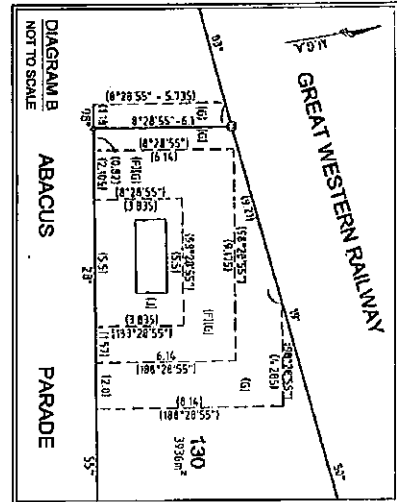
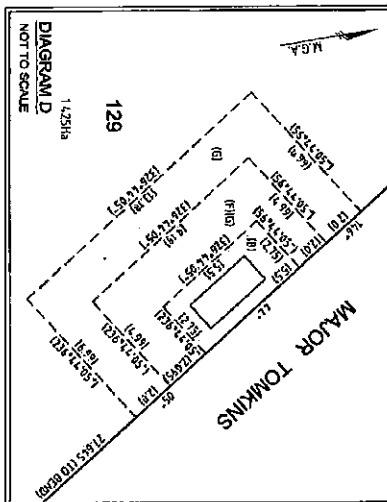
DP1215199



DP1215199



NUMBER	BEARING	CURVED ARE	LENGTH	RADIUS
11	117°05'45"	3.635	3.61	8
18	97°51'55"	20.575	2.975	17.275
19	233°42'05"	7.25	2.28	4
20	278°45'57"	7.13	-	-
21	27°34'08"	5.985	-	-
22	62°14'50"	5.63	-	-
23	93°32'	4.335	-	-
24	172°26'35"	9.155	-	-

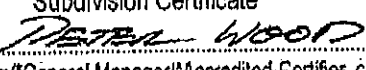
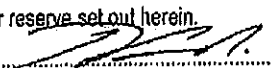


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  29.7.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only DP1215199								
PLAN OF SUBDIVISION OF LOTS 50, 51, 52, 53, 54, 55, 56, 57 AND 58 IN DP 1069025	LGA: PENRITH Locality: WERRINGTON Parish: LONDONDERRY County: CUMBERLAND								
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, HUY DUC XUAN THAI of RGM PROPERTY SURVEYS a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 17.02.2016 *(b) The part of the land shown in the plan ("being" excluding A was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, 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 <i>Surveying and Spatial Information Regulation 2012</i>. Signature:  Dated: 17/02/2016.... Surveyor ID: 8258 Datum Line: SSM 130614 - SSM 42319 ("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.								
Subdivision Certificate <i>52/6/0013</i> I,  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <i>PENRITH CITY COUNCIL</i> Date of endorsement: <i>3/6/16</i> Subdivision Certificate number: <i>033/6</i> File number: <i>DA 11/0546</i> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. <table border="0"> <tr> <td>DP 935</td> <td>DP 4151</td> </tr> <tr> <td>DP 235473</td> <td>DP 558905</td> </tr> <tr> <td>DP 709261</td> <td>DP 1047788</td> </tr> <tr> <td>DP 1069025</td> <td></td> </tr> </table> If space is insufficient continue on PLAN FORM 6A	DP 935	DP 4151	DP 235473	DP 558905	DP 709261	DP 1047788	DP 1069025	
DP 935	DP 4151								
DP 235473	DP 558905								
DP 709261	DP 1047788								
DP 1069025									
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE FOLLOWING ROAD TO THE PUBLIC AS PUBLIC ROAD: - ABACUS PARADE - LLOYD STREET - KIRSH STREET - MAJOR TOMKINS PARADE - L'ESTRANGE STREET - ST CHARBEL BOULEVARD - SIGNAL STREET	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 13268-DP								

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:



29.7.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF

LOTS 50, 51, 52, 53, 54, 55, 56,

57 AND 58 IN DP 1069025

DP1215199

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: 033/116

Date of Endorsement: 3/6/16

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT (C)
8. RESTRICTION ON THE USE OF LAND
- ~~9. RIGHT OF CARRIAGEWAY 15.6 WIDE (D)~~
10. EASEMENT FOR ACCESS, BUILDING, MAINTENANCE AND SUPPORT 0.9 WIDE (E)
- ~~10.11. RESTRICTION ON THE USE OF LAND~~
11. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
12. RESTRICTION ON THE USE OF LAND (F)
13. RESTRICTION ON THE USE OF LAND (G)
12. EASEMENT FOR PADMOUNT SUBSTATION 3.835 WIDE (J)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO RELEASE:

1. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE (DP 1069025)
 2. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 20 WIDE AND VARIABLE (DP 1069025)
 - ~~3. POSITIVE COVENANT~~
 - 3.4. RIGHT OF ACCESS 20 WIDE AND VARIABLE (DP 1069025)
 - 4.8. EASEMENT FOR SUPPLY OF ELECTRICITY AND LIGHTNING OF 3 WIDE VARIABLE (DP 1069025)
 - 5.8. EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP 1069025)
 - 6.7. EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1069025)
 - 7.8. EASEMENT TO CONNECT TO SEWER MAIN AND FOR SERVICES VARIABLE WIDTH (DP 1069025)
 - 8.8. EASEMENT TO CONNECT TO WATER RETENTION FACILITIES AND TO DRAIN WATER VARIABLE WIDTH (DP 1069025)
 - 9.10. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1069025)
- NO ADDRESS HAS BEEN PROVIDED BY COUNCIL AT TIME OF SUBDIVISION APPROVAL

THE LOCATION OF THE RAILWAY BOUNDARY HEREON IS THE SAME AS DP 1047788 AND WAS APPROVED BY THE STATE RAILWAY AUTHORITY OF NSW ON 6/12/2002.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



29.7.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 50, 51, 52, 53, 54, 55, 56,
57 AND 58 IN DP 1069025

DP1215199

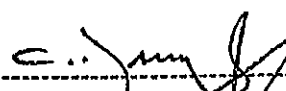
This sheet is for the provision of the following information as required:

- 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: 033/16

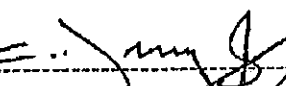
Date of Endorsement: 3/6/16

Executed by Settlers Estate Pty Limited ACN 139 894 956 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

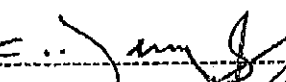
6.6.2016
Date

Executed by Eastern O'Connell Pty Ltd ACN 139 894 634 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

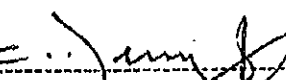
6.6.2016
Date

Executed by Highway Pty Ltd ACN 139 894 723 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

6.6.2016
Date

Executed by Western Hwy Pty Ltd ACN 139 894 483 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

6.6.2016
Date

Surveyor's Reference: 13268-DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  29.7.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 50, 51, 52, 53, 54, 55, 56,
57 AND 58 IN DP 1069025

DP1215199

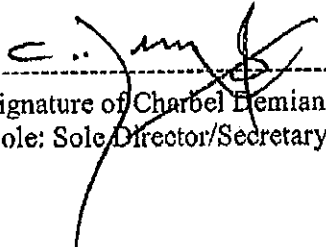
Subdivision Certificate number: 033/16

Date of Endorsement: 3/6/16

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

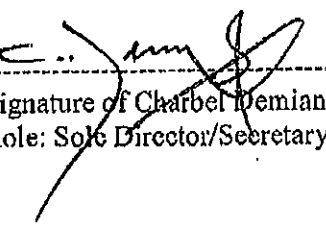
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Executed by Great Western Hwy Pty Ltd ACN 139 894 483 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

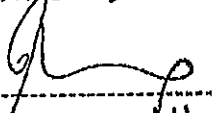
6.6.2016
Date

Executed by George W Pty Ltd ACN 139 894 483 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary

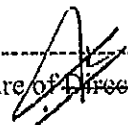
6.6.2016
Date

Execution by ABACUS FUNDS MANAGEMENT LIMITED A.C.N. 007 415 590 in accordance with section 127 of the Corporations Act 2001 (Cth) pursuant to power of attorney dated 10 November 2010 registered Book 4601 NO. 849


Signature of Director Attorney
ROBERT FREDERICK BAULDERSTONE

Name of Director Attorney

07/06/16
Date


Signature of Director Attorney
ELLIS NEVILLE VAREJES

Name of Director Attorney Lisa-Anne Carey
Solicitor

07/06/16
Date

Surveyor's Reference: 13268-DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



29.7.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 50, 51, 52, 53, 54, 55, 56,
57 AND 58 IN DP 1069025

DP1215199

Subdivision Certificate number: 033116
Date of Endorsement: 3/6/16

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.

Execution by ARAB BANK AUSTRALIA LIMITED ACN: 002 950 745 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Director

Name of Director

Name of Director

Date

Date

ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476
Book 4654 under the authority of
which he has executed this
instrument.

SIGNED SEALED AND DELIVERED
for and on behalf of ARAB BANK
AUSTRALIA LIMITED by
ENMA CRONIG RON MOORE
its duly constituted Attorneys who are
personally known to me:

Campbell Shi

Level 7, 20 Bridge Street
Sydney NSW 2000

EXECUTED pursuant to
s.127 Corporations Act by Abacus Finance Pty Ltd ACN 079 529 909

John Anthony L'Estrange
Director

Ellis Neville Varejes
Company Secretary

Surveyor's Reference: 13268-DP

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 1 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
 56, 57 and 58 in Deposited Plan 1069025
 CC 033/16 3/6/16

Plan:

DP1215199

Full name and address
 of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
 George W Pty Limited A.C.N. 139 894 821,
 Eastern O'Connell Pty Limited A.C.N. 139 894
 634, Highway Pty Limited A.C.N. 139 894 723,
 Western Highway Pty Limited A.C.N. 139 894
 483, Great Western Highway Pty Limited A.C.N.
 139 894 554, all of Level 2, 7 Charles Street,
 Parramatta NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, or Prescribed Authorities
1	Easement to Drain Water 1.5m wide (A)	133 134 135 136 137 138 139 140 141 158 159 160 165 166 167 168 171 172 173 174 175	132 132 - 133 132-134 132-135, 137-142 138-142 139-142 140-142 141-142 142 159-160, 164-169 160, 164-169 164-169 164, 166-169 167-169 168-169 169 170 170-171 170-172 170-173 170-174

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 2 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

CC 033/16 3/6/16

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
 George W Pty Limited A.C.N. 139 894 821,
 Eastern O'Connell Pty Limited A.C.N. 139 894
 634, Highway Pty Limited A.C.N. 139 894 723,
 Western Highway Pty Limited A.C.N. 139 894
 483, Great Western Highway Pty Limited A.C.N.
 139 894 554, all of Level 2, 7 Charles Street,
 Parramatta NSW 2150

	176	170-175
	180	210-212
	183	205-209
	196	197-204
	197	198
	199	200-204
	200	201-204
	201	202-204
	202	203-204
	203	204
	206	205
	207	205-206
	208	205-207
	209	205-208
	211	210
	212	210-211
	213	214-216, 220-227
	214	215-216, 220-227
	215	216, 220-227
	216	220-227
	220	221-227
	221	222-227
	222	223-227
	223	224-227
	224	225-227
	225	226-227
	226	227
	234	220-227, 213-216
	236	235

Approved by Penrith City Council



Instrument settling out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 3 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

CC033/16 3/6/16

Plan:

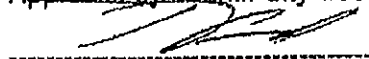
DP1215199

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

		237 238 239 240 241 242 128	235-236 235-237 235-238 235-239 235-240 235-241 235-242
2	Restriction On the Use of Land	132-227 229-245	Every other lot
3	Restriction On the Use of Land	All lots	Every other lot
4	Restriction On the Use of Land	All lots	Every other lot
5	Restriction On the Use of Land	All lots	Every other lot
6	Restriction On the Use of Land	132-137	Every other lot
7	Positive Covenant (C)	129	Penrith City Council
8	Restriction on the Use of land	125-127	Penrith City Council
9	Easement for Access, Building, Maintenance and Support 0.9 wide (E)	158 159 160 161 162 193 195	159 160 161 162 163 194 194

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 4 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

CCO37/16 3/6/16

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

		196 197 198 214 215 216 217 218	195 196 197 213 214 215 218 219
10	Restriction on the Use of Land	125-131	Penrith City Council
11	Easement for Padmount Substation 2.75 wide (B)	129	Endeavour Energy
12	Easement for Padmount Substation 3.835 wide	130	Endeavour Energy
13	Restriction on the Use of Land (F)	Part Lot 130 Part Lot 129	Endeavour Energy
14	Restriction on the Use of Land (G)	Part Lot 130 Part Lot 129	Endeavour Energy
15	Easement for Batter and Support 1.5 wide (K)	132	Penrith City Council

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 5 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

CC073/16 3/6/16

Plan:

DP1215199

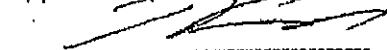
Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
 George W Pty Limited A.C.N. 139 894 821,
 Eastern O'Connell Pty Limited A.C.N. 139 894
 634, Highway Pty Limited A.C.N. 139 894 723,
 Western Highway Pty Limited A.C.N. 139 894
 483, Great Western Highway Pty Limited A.C.N.
 139 894 554, all of Level 2, 7 Charles Street,
 Parramatta NSW 2150

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, or Prescribed Authorities
1	Easement for Water Supply purposes 2.5 wide (DP 1069025)	Lot 50 in DP1069025	Sydney Water Corporation
2	Easement for access and drainage purposes 20 Wide and variable (DP 1069025)	Lot 50 in DP1069025	Sydney Water Corporation
3	Positive Covenant	Lot 50 in DP1069025	Sydney Water Corporation
3A	Right of access 20 Wide and variable (DP 1069025)	Lot 50 in DP1069025	Lot 55 in DP 1069025 and Endeavour Energy (as statutory successor of Integral Energy Australia)
4B	Easement for supply of electricity and lightning of 3 wide variable (DP 1069025)	Lot 50 in DP1069025	Endeavour Energy (as statutory successor of Integral Energy Australia)
5B	Easement for water supply variable width (DP 1069025)	Lot 50 in DP1069025	Lot 55 in DP 1069025

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 6 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

CC 033/16 7/6/16

Plan:

DP1215199

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
 George W Pty Limited A.C.N. 139 894 821,
 Eastern O'Connell Pty Limited A.C.N. 139 894
 634, Highway Pty Limited A.C.N. 139 894 723,
 Western Highway Pty Limited A.C.N. 139 894
 483, Great Western Highway Pty Limited A.C.N.
 139 894 554, all of Level 2, 7 Charles Street,
 Parramatta NSW 2150

76	Easement for services variable width (DP 1069025)	Lot 50 in DP1069025	Lot 55 in DP 1069025
87	Easement to connect to sewer main and for services variable width (DP 1069025)	Lots 50-53 in DP 1069025 (inclusive)	Lot 55 in DP 1069025
88	Easement to connect to water retention facilities and to drain water variable width (DP 1069025)	Lots 50 and 53 in DP 1069025	Lot 55 in DP 1069025
109	Easement for drainage of water variable width (DP 1069025)	Lots 50, 52 and 53 in DP1069025 Lots 52 and 53 in DP 1069025	Lots 55-58 in DP1069025 Lot 50 in DP 1069025

Part 2 (Terms)

Terms of Easement to drain water 1.5 wide firstly referred to in the plan

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.

The easement line within Lot 128 will be extinguish upon the completion of development.

Terms of Restriction on the use of land secondly referred to in the plan

Unless the Registered Proprietor obtains the prior consent of Settlers Estate Pty Ltd, the Registered Proprietor shall not:-

1. Construct more than one dwelling on the Lot Burdened,

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 7 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC033/16 3/6/16

**Full name and address
of the owner of the Land:**

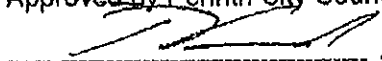
Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
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Parramatta NSW 2150

2. Construct any building of the nature known as semi-detached duplex on the Lot Burdened,
3. Use or permit to be used the Lot Burdened for any purpose other than as a private dwelling,
4. Alter a building on the Lot Burdened in such a way as to create a further dwelling on the Lot Burdened,
5. Subdivide the Lot Burdened,

Terms of restriction on the use of land thirdly referred to in the plan

1. No building shall be erected or be permitted to be erected on any Burdened Lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Material other than brick or glass shall not be used in the external walls where the portion of the same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to be the reasonable satisfaction of Settlers Estate Pty Ltd that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred for determination by any architect nominated by Settlers Estate Pty Ltd whose decision shall be final and binding.
2. No building shall be erected or permitted to remain on the Burdened Lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that it attached to a main building) or a roof of any other material other than:-
 - a. Terracotta or glaze coated cement roof tiles;
 - b. Slate;
 - c. Corrugated metal which has been treated by the process commonly known as A colour bonding or a similar factory pre-coated process; or

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 8 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

Plan:

DP1215199

CC033/16 2/6/16

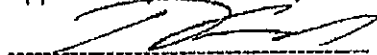
Full name and address
of the owner of the Land:

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George W Pty Limited A.C.N. 139 894 821,
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d. Such other material as may be approved by Settlers Estate Pty Ltd at its absolute discretion.

3. No carport shall be erected or permitted to remain erected on any Burdened Lot unless it is erected behind the building line.
4. No garden shed shall be erected or placed or be permitted to remain erected on any Burdened Lot unless it is erected behind the main building and screened from the street. No garden shed which has a floor greater than 10 square meters or greater than 3 meters in height above the finished floor level of the main building shall be erected or permitted to remain upon any Burdened Lot.
5. No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any Burdened Lot.
6. No "For Sale" sign shall be erected or displayed on any Burdened Lot for a period of one (1) years after the date of this transfer by Settlers Estate Pty Ltd and no other type of advertisement, hoarding sign or matter shall be erected or displayed on any Burdened Lot without the prior written consent of Settlers Estate Pty Ltd. Settlers Estate Pty Ltd shall have the right to remove any such other advertisements, hoarding signs or matter without notice.
7. No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without prior consent of Settlers Estate Pty Ltd.
8. No trucks or commercial vehicles exceeding six (6) tonnes unladen weight shall be allowed to remain permanently parked or garaged on any Burdened lot.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 9 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC 033/16 3/6/16

**Full name and address
of the owner of the Land:**

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Parramatta NSW 2150

9. No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each Burdened Lot unless for use in connection with building of residence.
10. No satellite dishes or solar panels will be permitted to be erected if visible from the street or without the prior written consent of Settlers Estate Pty Limited.
11. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting same.

Terms of Restriction on the use of land fourthly referred to in the plan

Unless the Registered Proprietor obtains the prior consent of Settlers Estate Pty Ltd, the Registered Proprietor shall not:-

1. Consolidate the Lot Burdened with any adjoining lot.
2. Construct one dwelling over the Lot Burdened and an adjoining lot.

Terms of Restriction on the use of land fifthly referred to in the plan

1. No fence shall be erected on each burdened Lot to divide if from any adjoining land owned by Settlers Estate Pty Ltd without the consent of Settlers Estate Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Settlers Estate Pty Ltd provided that this restriction shall remain in force only during such times as Settlers Estate Pty Ltd is the registered proprietor of any land in the Plan.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 10 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC073/16 3/6/16

**Full name and address
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2. No Fence shall be erected or permitted to remain erected on each of the Burdened Lots to divide it from any adjoining land other than it being constructed to a height of 1.8m of Colorbond material and which has a woodlands grey/slate grey colour.
3. No fence or dividing wall shall be erected on each Burdened Lot on or between the front alignment and the building line as fixed by the responsible Council (provided that such distance shall not exceed 5 metres) and as to what constitutes a fence or dividing wall shall be determined by Settlers Estate Pty Ltd and their decision shall be final and binding on the registered proprietor of each burdened Lot for such period as it is the registered proprietor of any land in the Plan OR for the period two (2) years from the date of registration of the Plan whichever is the earlier after which period this right reverts to the registered proprietors of the Lots Benefited.

The corporation which is empowered to and has the right to release vary or modify or enforce these restrictions without the consent or concurrence of any Registered Proprietor is Settlers Estate Pty Ltd for the period commencing upon the date of registration of the Plan and terminating on the later of:

- a) The date upon which Settlers Estate Pty Ltd ceased to be the Registered Proprietor of any lot in the Plan, and
- b) Two years from the date of registration of the Plan.

Any release, variation or modification of these restrictions in respect of a Lot Burdened shall be made and done in all respects at the cost and expense of the Registered Proprietor.

In addition to the lots benefited by these restrictions on the use of land, for period of five (5) years from the date of registration of the Plan Settlers Estate Pty Ltd shall be entitled to the benefit of these restrictions and may not itself be the proprietor of any lot benefited by these restrictions.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 11 of 29 sheets)

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CC033/16 3/6/16

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Terms of Restriction on the use of land sixthly referred to in the plan

1. For lots within the Zone 1 (Lots 132-134) and Zone 2 (Lots 135-137), the internal noise criteria for new residential dwellings must not exceed:

- in any bedroom in the building 35 db(A) at any time between 10pm – 7am
- anywhere else in the building (other than a garage, kitchen, bathroom or hallway) 40 dB(A) at any time.

2. For all residential dwellings within Zone 1, it is recommended various mechanism be implemented for noise treatment to achieved the abovementioned noise levels. The implementations to include but not limited to the following:

a) Glazing of windows as follows:

Location	Glazing Recommendation
----------	------------------------

Windows with a View of the Rail Tracks:

Living Areas	6 mm monolithic glazing with full perimeter
Sleeping Areas	10.38 mm laminated glazing with full perimeter

Windows Facing Away from the Rail Corridor:

Living Areas	6 mm monolithic glazing with full perimeter
Sleeping Areas	6.38 mm laminated glazing with full perimeter

b) For other building elements (doors, facades, roof, floor etc) Category 2 or above constructions specified in the below table are recommended. This table set out the required Weighted Sound Reduction Indices (R_w) for building elements in each category of noise control treatment.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 12 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
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CC 033/16 3/6/16

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Category of Building Element	Windows/Sliding Doors	Frontage Façade	Roof	Entirety of Building	Roof
Category 1	24	38	40	28	29
Category 2	27	45	43	30	29
Category 3	32	52	48	33	50
Category 4	36	56	52	33	50
Category 5	43	55	55	40	50

c) For building elements listed below, this set-out the standard construction associated with Category 2 noise control treatment. If Category 2 treatments are not adopted and acoustic assessment is recommended to determine whether internal noise criteria will be met. For building constructions which differ significantly from typical composition, further consideration should be given at the detailed design stage to specify adequate acoustic properties of the specific building element assemblies.

i. Windows/Sliding Doors: Openable with minimum 6mm monolithic glass and full perimeter acoustic seals

ii. Frontage Façade:

- Timber Frame or Cladding Constructions: 6mm fibre cement sheeting or weatherboards or plank cladding externally, 90mm deep timber stud or 92mm metal stud, 13mm standard plasterboard internally with R2 insulation in wall cavity.

- Brick Veneer Constructions: 110mm brick, 90mm timber stud frame or 92mm metal stud, minimum 50mm clearance between masonry and stud frame, 10mm standard plasterboard internally.

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(Sheet 13 of 29 sheets)

Plan:

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- Double Brick Cavity Construction: 2 leaves of 110mm brickwork separated by 50mm gap.

iii. Roof: Pitched concrete or terracotta tile or metal sheet roof with sarking, 10mm plasterboard ceiling fixed to ceiling joists, R2 insulation batts in roof cavity.

iv. Entry Door: 40mm solid core timber door fitted with full perimeter acoustic seals

v. Floor: 1 layer of 19mm structural floor boards, timber joist on piers or concrete slab floor in ground.

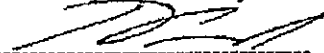
3. For all residential dwellings within Zone 2 dwellings, the following are required:

a) All windows for sleeping areas in dwellings in Zone 2 should be fitted with 6.38 mm laminated glazing with full perimeter acoustic seals. Living areas should be fitted with 6 mm monolithic glazing with full perimeter acoustic seals.

An exception to this is windows in living areas that face away from the rail corridor or have their view of the rail corridor completely obstructed by solid objects. 4 mm thick monolithic glazing with standard weather seals are expected to be sufficient for such windows. For sleeping areas that also face away from the rail corridor or have their view of the rail corridor completely obstructed by solid objects, 6 mm thick monolithic glazing with full perimeter acoustic seals are expected to be sufficient.

b) Lots in Zone 2 are expected to comply with the SEPP criteria if Category 2 constructions (excluding glazing requirements which are specified above) specified in Appendix C of the Interim Guideline are adopted in the dwelling design. If Category 2 treatments are not adopted an acoustic assessment is recommended to determine whether internal noise criteria will be met. For building constructions which differ significantly from typical composition, further consideration should be given at the detailed design stage to specify adequate acoustic properties of the specific building element assemblies.

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 14 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
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CC033/16 3/6/16

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All single and two-storey dwellings on all lots within Zone 1 and Zone 2 are expected to comply with the vibration criteria for comfort without specific treatment. A copy of the Noise and Vibration Assessment Report can be obtained from council or/and Settlers Estate Pty Ltd upon request.

Terms of Positive Covenant seventhly (C) referred to in the plan

- 1) The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, WSUD measure or any other structures of and incidental to the water quality control system within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- 2) Where the proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the proprietor shall meet any reasonable cost incurred by the Council in completing the work
- 3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters WSUD measures or any other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions in accordance with the approved Construction Certificate

Terms of restriction on the use of land eighthly referred to in the plan

No vehicles, bicycles or pedestrian connections shall be provided which allow direct access to the Great Western Highway without the permission of Penrith City Council or relevant authorities.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 15 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC-033/16 3/6/16

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Terms Easements for Access, Building, Maintenance and Support (E) ninthly referred to in the plan

1. The owner of the lot benefited may:

- 1.1 at the expiration of at least one week's notice served on the owner or occupier of the lot burdened, enter and use the area of the easement for the purpose of carrying out work (including building, repairs and maintenance) on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out; and
- 1.2 do anything reasonable necessary for that purpose, including:
 - a) entering the lot burdened to gain access to the site of the easement; and
 - b) taking anything on to the lot burdened
- 1.3 insist that the surface level with the easement area be maintained to provide support for any structure erected on the lot benefited.

2. In exercising those powers, the owner of the lot benefited must:

- 2.1 ensure all work on the lot benefited is done properly and is carried out as quickly as practicable; and
- 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- 2.3 cause as little damage as is practicable to the lot burdened and any improvement on it; and
- 2.4 restore the lot burdened as nearly as practicable to its former condition; and
- 2.5 make good on any collateral damage.

3. The owner of the lot burdened must not:

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(Sheet 16 of 29 sheets)

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DP1215199

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56, 57 and 58 in Deposited Plan 1069025

CC 033/16 3/6/16

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- 3.1 erect any building or other structure of any kind on or over the site of the easement excepting eaves, guttering, gables or similar structures, removable steps and landing for access, services for the lot burdened; or
- 3.2 interfere with the surface level within the site of the easement or use the site of the easement in a way that may affect the stability or support of a structure erected on the lot benefited.

Terms of restriction use of land tenthly referred to in the plan:

No development or building shall be allowed or to be permitted to remain on the named lot unless satisfactory arrangements have been made with Penrith City Council for services (water, sewer, electricity and telephone, any outstanding contributions or consolidation with the adjoining lots

Name of Authority whose consent is required to release, vary or modify the abovementioned restrictions, easements and positive covenants

Penrith City Council

Terms of Easement for Padmount Substation 2.75 wide (B) on the use of land eleventh referred to in the plan:

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

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 17 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55, 56, 57 and 58 in Deposited Plan 1069025

cc 033/16 3/06/16

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Terms of Easement for Padmount Substation 3.835 wide twelfth referred to in the plan:

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

Terms of Terms of Restriction on the Use of land (F) thirteenth referred to 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

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Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 18 of 29 sheets)

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CC 073/16 3/6/16

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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.

Name of Authority whose consent is required to release, vary or modify the abovementioned restrictions

Endeavour Energy

Approved by Penrith City Council



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(Sheet 19 of 29 sheets)

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634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

Terms of restriction on the use of land fourteenth (G) referred to 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.

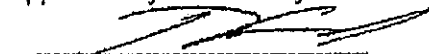
2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 20 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC033/16 2/6/16

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

Name of Authority whose consent is required to release, vary or modify the abovementioned restrictions

Endeavour Energy

Terms of Easement fifteenth referred to in the plan:

1. The body having the benefit of this easement, and every person authorised by it from time to time and at all times thereafter, may:
 - (a) Construct and maintain on the lot burdened, but only within the site of this easement, whatever earth, soil, cement, sand, clay and other material batter or embankment or removal of the whatever earth, soil, cement, sand, clay and other material batter or embankment is necessary or desirable, in the opinion of Penrith City Council, for the purpose of constructing, reconstructing and forever maintaining on the burdened lot a batter to serve as a support for any part of the adjacent road, including its under-surface.
 - (b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering the lot burdened;
 - (ii) Taking anything on to the lot burdened; and
 - (iii) Carrying out work including all such incidental acts and things that may be necessary for the purpose of constructing, maintaining, repairing, altering or doing any work in the easement, including the removal and re-erection of any fences or other posts on the lot burdened.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 21 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC 037/16 3/4/16

**Full name and address
of the owner of the Land:**

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

2. The owner of the lot burdened must not:

(a) Interfere with, Injure or damage the batter or embankment or the support it offers in any way which impairs its efficiency; or

(b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may affect or have a tendency to affect the stability of or the support provided by the batter or embankment for the road.

3. If the owner of the lot burdened does or allows anything to be done which damages the batter or embankment or impairs its effectiveness, they shall be liable, at their expense, to properly and substantially repair and make good all such injury and damage.

Name of Authority whose consent is required to release, vary or modify the abovementioned easement

Penrith City Council

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 22 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CCO32/16 3/6/16

Plan:

DP1215199

**Full name and address
of the owner of the Land:**

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

Definitions:

In this Instrument:

"Council" means Penrith City Council.

"dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.

"Lot Burdened" means a lot burdened by this restriction on the use of land and includes each and every part of such lot.

"Plan" shall mean the plan of subdivision to which this Instrument relates.

"Registered Proprietor" means the registered proprietor from time to time of Lot Burdened.

"Settlers Estate Pty Ltd" shall mean Settlers Estate Pty Ltd A.C.N. 139 894 956, George W Pty Limited A.C.N. 139 894 821, Eastern O'Connell Pty Limited A.C.N. 139 894 634, Highway Pty Limited A.C.N. 139 894 723, Western Highway Pty Limited A.C.N. 139 894 483, Great Western Highway Pty Limited A.C.N. 139 894 554, its successors nominees or assigns other than purchasers on sale.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released
and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to
Section 88b of the Conveyancing Act 1919

(Sheet 23 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC033/16 3/6/16

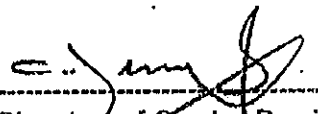
Plan:

DP1215199

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
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Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

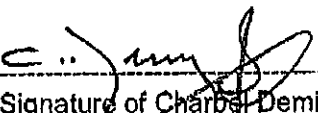
Executed by Settlers Estate Pty Limited ACN 139 894 956 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

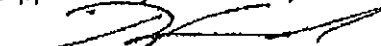
Executed by Eastern O'Connell Pty Ltd ACN 139 894 634 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released
and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to
Section 88b of the Conveyancing Act 1919

(Sheet 24 of 29 sheets)

Plan:

DP1215199

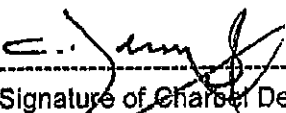
Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC 077/16 3/6/16

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
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Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

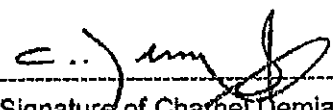
Executed by Highway Pty Ltd ACN 139 894 723 in accordance with section 127 of the Corporations
Act 2001 (Cth):



Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

Executed by Western Hwy Pty Ltd ACN 139 894 483 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released
and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to
Section 88b of the Conveyancing Act 1919

(Sheet 25 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025
CC 033/16 3/6/16

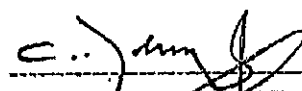
Plan:

DP1215199

Full name and address
of the owner of the Land:

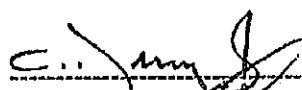
Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

Executed by Great Western Hwy Pty Ltd ACN 139 894 483 in accordance with section 127 of the
Corporations Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

Executed by George W Pty Ltd ACN 139 894 483 in accordance with section 127 of the Corporations
Act 2001 (Cth):


Signature of Charbel Demian
Role: Sole Director/Secretary
6.6.2016

Date

Approved by Penrith City Council



(Sheet 26 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025
CC-03714 3/6/16

**Full name and address
of the owner of the Land:**

**Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150**

Execution by ARAB BANK AUSTRALIA LIMITED ACN: 002 950 745 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Director

Name of Director

Name of Director

Date _____

Date _____

ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476
Book 4854 under the authority of
which he has executed this
instrument.

~~Approved by Penrith City Council~~

**Level 7, 20 Bridge Street
Sydney NSW 2000**

It is duly constituted Attorneys who are personally known to me:

SIGNED SEALED AND DELIVERED
for and on behalf of ARAB BANK
AUSTRALIA LIMITED by
ENNA CROMIE **RON MOORE**
its duly constituted Attorneys who are
personally known to me:

Campbell Shi

X Gene R...
 } [Signature]
 } [Signature]

Instrument settling out Terms of Easements or Profits à Prendre intended to be created or released
and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to
Section 88b of the Conveyancing Act 1919

(Sheet 27 of 29 sheets)

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC037/16 3/6/16

Plan:

DP1215199

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

Execution by ABACUS FUNDS MANAGEMENT LIMITED A.C.N. 007 415 590 in accordance with
~~section 127 of the Corporations Act 2001 (Cth)~~ pursuant to power of attorney dated
10 November 2010 registered Book 4601 No. 849

Signature of Director

ROBERT FREDERICK BAULDERSTONE

Name of Director

07/06/16

Date

Signature of Director

ELLIS NEVILLE VAREJES

Name of Director

07/06/16

Date

Lisa-Anne Carey
Witness

Lisa-Anne Carey
Solicitor

EXECUTED pursuant to
s.127 Corporations Act

by Abacus Finance Pty Ltd ACN 079 529 909

John Anthony L'Estrange
John Anthony L'Estrange
Director

Approved by Penrith City Council

Ellis Neville Varejes
Ellis Neville Varejes
Company Secretary

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 28 of 29 sheets)

Plan:

DP1215199

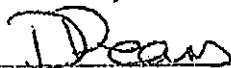
Full name and address
of the owner of the Land:

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CR 033/16 3/6/16

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

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



Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



Signature of attorney

Name: Helen Smith
Position: Manager Property & Fleet
Reference: URS 15180
Date of signature: 30 MAY 2016.

Approved by Penrith City Council



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restriction on the Use of Land and Positive Covenants intended to be created pursuant to Section 88b of the Conveyancing Act 1919

(Sheet 29 of 29 sheets)

Plan:

DP1215199

Plan of Subdivision of Lot 50, 51, 52, 53, 54, 55,
56, 57 and 58 in Deposited Plan 1069025

CC 073/14 3/6/16

Full name and address
of the owner of the Land:

Settlers Estate Pty Limited A.C.N. 139 894 956,
George W Pty Limited A.C.N. 139 894 821,
Eastern O'Connell Pty Limited A.C.N. 139 894
634, Highway Pty Limited A.C.N. 139 894 723,
Western Highway Pty Limited A.C.N. 139 894
483, Great Western Highway Pty Limited A.C.N.
139 894 554, all of Level 2, 7 Charles Street,
Parramatta NSW 2150

SIGNED BY ME PETER WOOD AS A DELEGATE
OF PENRITH CITY COUNCIL AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE OF REVOCATION
OF SUCH DELEGATION.



Authorised Person
Penrith City Council



(DIRECTOR OF PLANNING)

Approved by Penrith City Council



REGISTERED



29.7.2016

Instrument setting out terms of easements or profit 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 sections 88A and 88B Conveyancing Act 1919

Lengths are in metres

(Sheet 1 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner of the land:

Commonwealth of Australia
 c/- Department of Defence
 Corporate Services Infrastructure Group
 Property Disposal Task Force
 Level 8 Defence Plaza
 270 Pitt Street
 SYDNEY NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for water supply purposes 2.5 wide (A)	Lot 50	Sydney Water Corporation
2.	Easement for access and drainage purposes 20 wide and variable (B)	Lot 50	Sydney Water Corporation
3.	Positive covenant (C)	Lot 50	Sydney Water Corporation
4.	Right of access 20 wide and variable (D)	Lot 50	Lot 55 and Integral Energy Australia
5.	Easement for supply of electricity and lighting 3 wide and variable (E)	Lot 50	Integral Energy Australia
6.	Easement for water supply variable width (F)	Lots 50	Lot 55
7.	Easement for services variable width (G)	Lot 50	Lot 55

[Handwritten signature]
 UB

(Sheet 2 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
 c/- Department of Defence
 Corporate Services Infrastructure Group
 Property Disposal Task Force
 Level 8 Defence Plaza
 270 Pitt Street
 SYDNEY NSW 2000

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
8.	Easement to connect to sewer main and for services variable width (H)	Lots 50, 51, 52 and 53	Lot 55
9.	Easement to connect to water retention facilities and to drain water variable width (I)	Lots 50 and 53	Lot 55
10.	Easement for drainage of water variable width (J)	Lots 50, 52 and 53 Lots 52 and 53	Lots 55, 56, 57 and 58 Lot 50

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE NUMBERED ONE IN THE PLAN

An easement for water supply purposes, in the terms set out in Part 1 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.

The terms of this easement are to be read in conjunction with the terms of the easement for access and drainage purposes numbered two in the plan and the positive covenant numbered three in the plan.

2. TERMS OF EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 20 WIDE AND VARIABLE NUMBERED TWO IN THE PLAN

An easement for access and drainage purposes in the terms set out in Part 2 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.

Handwritten initials: SB

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

The terms of this easement are to be read in conjunction with the terms of the easement for water supply purposes numbered one in the plan and the positive covenant numbered three in the plan.

3. TERMS OF POSITIVE COVENANT NUMBERED THREE IN THE PLAN

A positive covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the offices of Land and Property Information NSW.

The terms of this positive covenant are to be read in conjunction with the terms of the easement for water supply purposes numbered one in the plan and the easement for access and drainage purposes numbered two in the plan.

Name of Authority empowered to release, vary or modify the positive covenant numbered three in the plan

Sydney Water Corporation

4. TERMS OF RIGHT OF ACCESS 20 WIDE AND VARIABLE NUMBERED FOUR IN THE PLAN

The terms of this right of access which are contained in Part 14 of Schedule 8 of the *Conveyancing Act 1919* are modified by inserting (as a new clause 3) the provisions of clause 12 of this instrument.

5. TERMS OF EASEMENT FOR SUPPLY OF ELECTRICITY AND LIGHTING 3 WIDE AND VARIABLE NUMBERED FIVE IN THE PLAN

(a) Full and free right and licence for the Authority Benefited to Erect Electricity Equipment on, under and above the surface of the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:

- (i) to enter and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen, materials or machinery, and
- (ii) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or

(Sheet 4 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

prevent reasonable access to the easement site or the Electricity Equipment,
and

- (iii) to remove any encroachments from the easement site, and
- (iv) to excavate the easement site for the purposes of this easement.
- (b) In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
- (c) The owner of the lot burdened covenants with the Authority Benefited that the owner of the lot burdened will not:
 - (i) erect or permit to be erected any structure on or over the easement site; and
 - (ii) alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - (iii) do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted,without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.
- (d) The terms implied by section 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

6. TERMS OF EASEMENT FOR WATER SUPPLY VARIABLE WIDTH NUMBERED SIX IN THE PLAN

6.1 Definitions

The definitions set out in clause 12 of this instrument apply to this easement.

6.2 Terms of easement

Full, free and unimpeded right for the owner of the lot benefited:

- (a) to, at its own cost, install Conduits in the lot burdened and connect those Conduits to any water main situated from time to time within the site of the easement;

(Sheet 5 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

- (b) to have the Conduits supported vertically, horizontally, and in any other plane by the lot burdened at all times;
- (c) to enter on, pass and repass over the lot burdened, together with any Equipment necessary for the purpose, for a reasonable time to carry out any Works in relation to the Conduits; and
- (d) to have Services travel along the Conduits at all times and without interruption.

6.3 Carrying out of Works

Clause 11 of this instrument applies to this easement as if it were repeated in full in this easement.

6.4 Expiry of easement

Clause 12 of this instrument applies to this easement as if it were repeated in full in this easement.

7. TERMS OF EASEMENT FOR SERVICES VARIABLE WIDTH NUMBERED SEVEN IN THE PLAN

7.1 Definitions

The definitions set out in clause 13 of this instrument apply to this easement.

7.2 Terms of easement

Full, free and unimpeded right for the owner of the lot benefited:

- (a) to, at its own cost, erect, construct and install Conduits in the lot burdened and to have those Conduits attach to or hang from any Improvements erected from time to time within the site of the easement;
- (b) to have the Conduits supported vertically, horizontally, and in any other plane by the lot burdened at all times;
- (c) to enter on, pass and repass over the lot burdened, together with any Equipment necessary for the purpose, for a reasonable time to carry out any Works in relation to the Conduits; and

(Sheet 6 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

(d) to have Services travel along the Conduits at all times and without interruption.

7.3 Carrying out of Works

Clause 11 of this instrument applies to this easement as if it were repeated in full in this easement.

7.4 Expiry of easement

Clause 12 of this instrument applies to this easement as if it were repeated in full in this easement.

8. TERMS OF EASEMENT TO CONNECT TO SEWER AND FOR SERVICES VARIABLE WIDTH NUMBERED EIGHT IN THE PLAN

8.1 Definitions

The definitions set out in clause 13 of this instrument apply to this easement.

8.2 Terms of easement

Full, free and unimpeded right for the owner of the lot benefited:

- (a) to, at its own cost, construct and install Conduits in the lot burdened (if there is an Easement Site shown on the plan accompanying this instrument, such right is limited to that Easement Site) and attach and connect those Conduits to any sewer mains located in or in the vicinity of the lot burdened from time to time;
- (b) to have the Conduits supported vertically, horizontally, and in any other plane by the lot burdened at all times;
- (c) to enter on, pass and repass over the lot burdened, together with any Equipment necessary for the purpose, for a reasonable time to carry out any Works in relation to the Conduits; and
- (d) to have Services travel along the Conduits at all times and without interruption.

(Sheet 7 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

8.3 Carrying out of Works

Clause 11 of this instrument applies to this easement as if it were repeated in full in this easement.

9. TERMS OF EASEMENT TO CONNECT TO WATER RETENTION FACILITIES AND TO DRAIN WATER VARIABLE WIDTH NUMBERED NINE IN THE PLAN

9.1 Definitions

The definitions set out in clause 13 of this Instrument apply to this easement.

9.2 Terms of easement

Full, free and unimpeded right for the owner of the lot benefited:

- (a) to, at its own cost, erect, construct and install Conduits in the Easement Site and connect to and hang those Conduits from any water retention facility erected from time to time within the site of the easement;
- (b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened at all times;
- (c) to enter on, pass and repass over the lot burdened, together with any Equipment necessary for the purpose, for a reasonable time to carry out any Works in relation to the Conduits; and
- (d) to Services travel along the Conduits at all times and without interruption.

9.3 Carrying out of Works

Clause 11 of this instrument applies to this easement as if it were repeated in full in this easement.

10. TERMS OF EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH NUMBERED TEN IN THE PLAN

10.1 Definitions

The definitions set out in clause 13 of this Instrument apply to this easement.

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

10.2 Terms of easement

Full, free and unimpeded right for owner of the lot benefited:

- (a) to drain water from any source through each lot burdened, including but not limited to the discharge of water from the lot benefited on to the lot burdened from any natural source, from buildings or Improvements or from Conduits;
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out Works.

11. CARRYING OUT OF WORKS

11.1 Obligations of owner of lot benefited

- (a) In exercising the right to carry out Works under this easement, the owner of the lot benefited will, at its own cost:
 - (i) as soon as reasonably possible after carrying out the Works, restore the lot burdened as nearly as practicable to such condition as existed prior to the carrying out of the Works;
 - (ii) take all reasonable precautions to ensure as little damage as possible to the lot burdened;
 - (iii) immediately make good any damage caused to the lot burdened; and
 - (iv) maintain and repair the Conduits to an operational standard which is comparable with the structure of the lot benefited and the lot burdened.
- (b) Prior to conducting any Works in the vicinity of a Conduit, the owner of the lot burdened shall, in good faith, consult with the owner of the lot benefited in relation to the nature and time of such Works with a view to carrying out such Works in a safe manner without significantly affecting the efficient, safe and cost

(Sheet 9 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

**Full name and address of the owner
of the land:**

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

effective development, construction, commissioning, operation and maintenance
of the Conduits.

12. EXPIRY OF EASEMENT

12.1 Effect of easement after Release Date

The easements to which this clause applies, will cease to have effect on and from the Release Date and the owner of the lot burdened will be entitled to have the relevant easement and the notation in respect of that easement removed from the title to the lot burdened.

12.2 Obligations of the parties

The owner of the lot benefited and the owner of the lot burdened will, as soon as practicable after the Release Date and at the cost of the owner of the lot burdened, do all things necessary to ensure that the relevant easement is removed from the title to the lot burdened, including but not limited to, executing or procuring the execution of any documents for registration and producing the title deeds to the lot benefited for the purpose of effecting the removal.

13. DEFINITIONS

Unless the contrary intention appears in the text of this instrument, the following definitions have the following meanings:

Authority Benefited means Integral Energy Australia.

Conduits means all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, pits and traps.

Easement Site means, in relation to a particular easement, the site of the easement shown on the plan accompanying this easement.

Electricity Equipment means underground electricity cables, ducts, street lights, street light columns and ancillary electrical equipment.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

(Sheet 10 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

Erect includes construct, repair, replace, maintain, modify, use and remove.

Improvements means all structures, improvements, fixtures and Equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

Release Date means the date on which the whole of the easement site is dedicated as public road pursuant to the *Roads Act 1993*.

Repairs means repair, maintenance, renovation, alteration, renewal, reinstatement, replacement and cleaning (including preventative repair and maintenance).

Services means:

- (a) in relation to easements numbered six and nine in the plan, all services involving the transmission of water to and from the lot benefited;
- (b) in relation to easement numbered seven in the plan, all services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, communications, air-conditioning, stormwater and all other services of whatever kind as are or may be reasonably necessary from time to time for use in relation to the lot benefited and all Improvements erected on or within the lot benefited from time to time; and
- (c) in relation to easement numbered eight in the plan, all services involving the transmission of sewerage from the lot benefited.

Works means any works, including but not limited to construction and installation works and Repairs.

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

(Sheet 11 of 11 Sheets)

DP1069025

Plan of Subdivision of Lot 1 and Lot 2 in DP1047788

Full name and address of the owner
of the land:

Commonwealth of Australia
c/- Department of Defence
Corporate Services Infrastructure Group
Property Disposal Task Force
Level 8 Defence Plaza
270 Pitt Street
SYDNEY NSW 2000

I certify that the authorised officer signing
opposite, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my
presence.

Certified correct for the purposes of the
Real Property Act 1900 by the authorised
officer named below.

Signature of witness

Signature of authorised officer

Name of witness

Authorised officer's name

Address of witness

Authority of officer

SIGNED for SYDNEY WATER
CORPORATION under power of attorney
registered No. ~~689~~ Book No. ~~4109~~ in the
presence of:

Signing on behalf of Commonwealth of
Australia

Signature of witness

Signature of attorney
JEFFREY FRANCIS COLENZO

WARREN FREDERICK WATKINS
Name

Name

Date of power of attorney



Signed For STONEY WATER CORPORATION
by its Attorneys
WARREN FREDERICK WATKINS

JERREY FRANCIS COLLEND
who hereby states all the terms of extending this endorsement have been accepted by the association of the Town of Albany Neighbors No. 67904484 agrees under the penalty of which this instrument has been executed.

[Signature]

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SIGNED BY THE
COMMONWEALTH OF AUSTRALIA
BY ITS AUTHORISED OFFICER

NAME: CHIRAI BGC
ASSISTANT DECEASED
STRATEGIC RUNNING - ESTATE
IN THE PRESENCE OF: DEPENDENT

(SIGNATURE OF WINNERS)
NAME: Y ELIASATH JUNE GARCIA
DEPARTMENT OF AGRICULTURE

Crown Lands Office Approval

..... **pycna**

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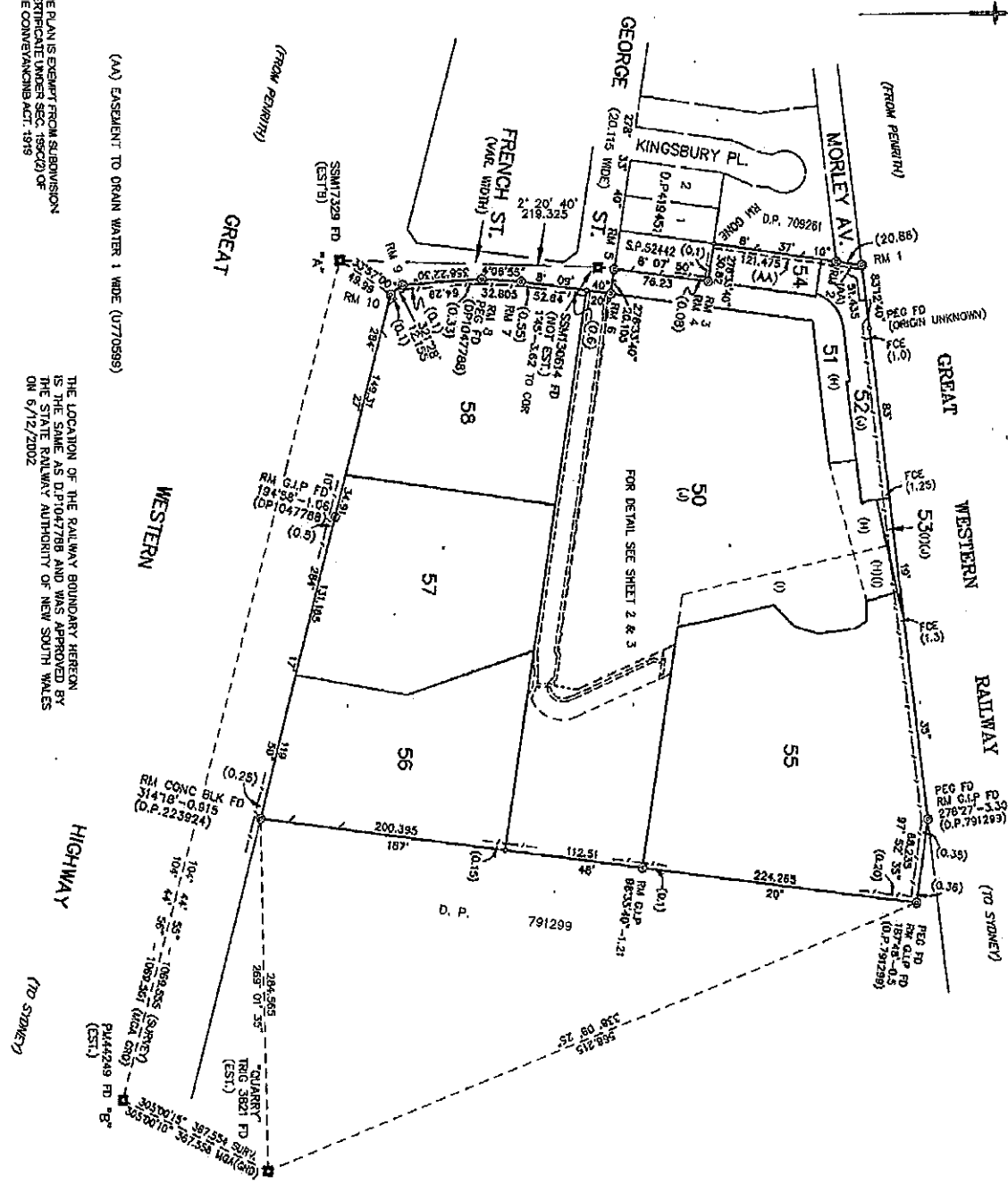
Abstract

SAFETY: 25460/27314-0P

Model of the electric device	
RM 1	200.35, 63.45 (RM G1P (0.1P104/788))
RM 2	1935W/0.485 (RM G1P FD (0.1P068/53))
RM 3	2295W/0.4465 (RM G1P FD (0.1P068/53))
RM 4	2242.02, 51.75 (RM G1 W FD (0.1P104/788))
RM 5	2545.362 (RM SSM200161.6)
RM 6	16445W, 12.005 (RM D1 W (20W CONE))
RM 7	16445W, 12.005 (RM D2 FD (0.1P202/788))
RM 8	16355W, 20.023 (RM D1 & W FD (0.1P104/788))
RM 9	22443.307, 20.023 (RM D1 & W FD (0.1P104/788))
RM 10	22443.307, 0.85 (RM C3 FD (0.1P223/954))

SHIRING REGULATION 2001 CAUSE 31(2)				
MARK	M.C.A. CO. ORDAVARES	ZONE	CLASS	ORDER
	EASTING	NORTHING	56	8
SSM12329	2930 217.265	6261 881.541	56	2
TS3871	7250 890.613	6261 802.077	56	0
PM444249	281 251.728	6281 600.212	56	2

SOURCE: S.C.I.M.S. 28-10-03 C.S.F. 1.000137



(AA) EASEMENT TO DRAIN WATER 1 WADE (U77059

THE PLAN IS EXEMPT FROM SUBDIVISION
CERTIFICATE UNDER SEC. 195C(2) OF
THE CONVEYANCING ACT, 1919

THE LOCATION OF THE RAILWAY BOUNDARY HEREON IS THE SAME AS D/P104778B AND WAS APPROVED BY THE STATE RAILWAY AUTHORITY OF NEW SOUTH WALES ON 6/12/2002

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP10690C25

Registered: 17-A-2004

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7360-44

Last Plan: D.P. 1047788

PLAN OF SUBDIVISION OF

LOT 1 AND LOT 2 IN D.P. 1047788

Locality: WERRINGTON

Parish: LONDONDERRY

County: CUMBERLAND

Lengths are in metres. Reduction Ratio 1:2500

L.G.A.: PENRTH

This is a plan of 1 hectare or less in 3 sheets.

(Delete if inapplicable.)

Survey Certificate Number: 2001

1. JOSEPH LUKASZKOWSKI

2. ROBERT LUKASZKOWSKI

3. JOSEPH LUKASZKOWSKI

4. JOSEPH LUKASZKOWSKI

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99. JOSEPH LUKASZKOWSKI

100. JOSEPH LUKASZKOWSKI

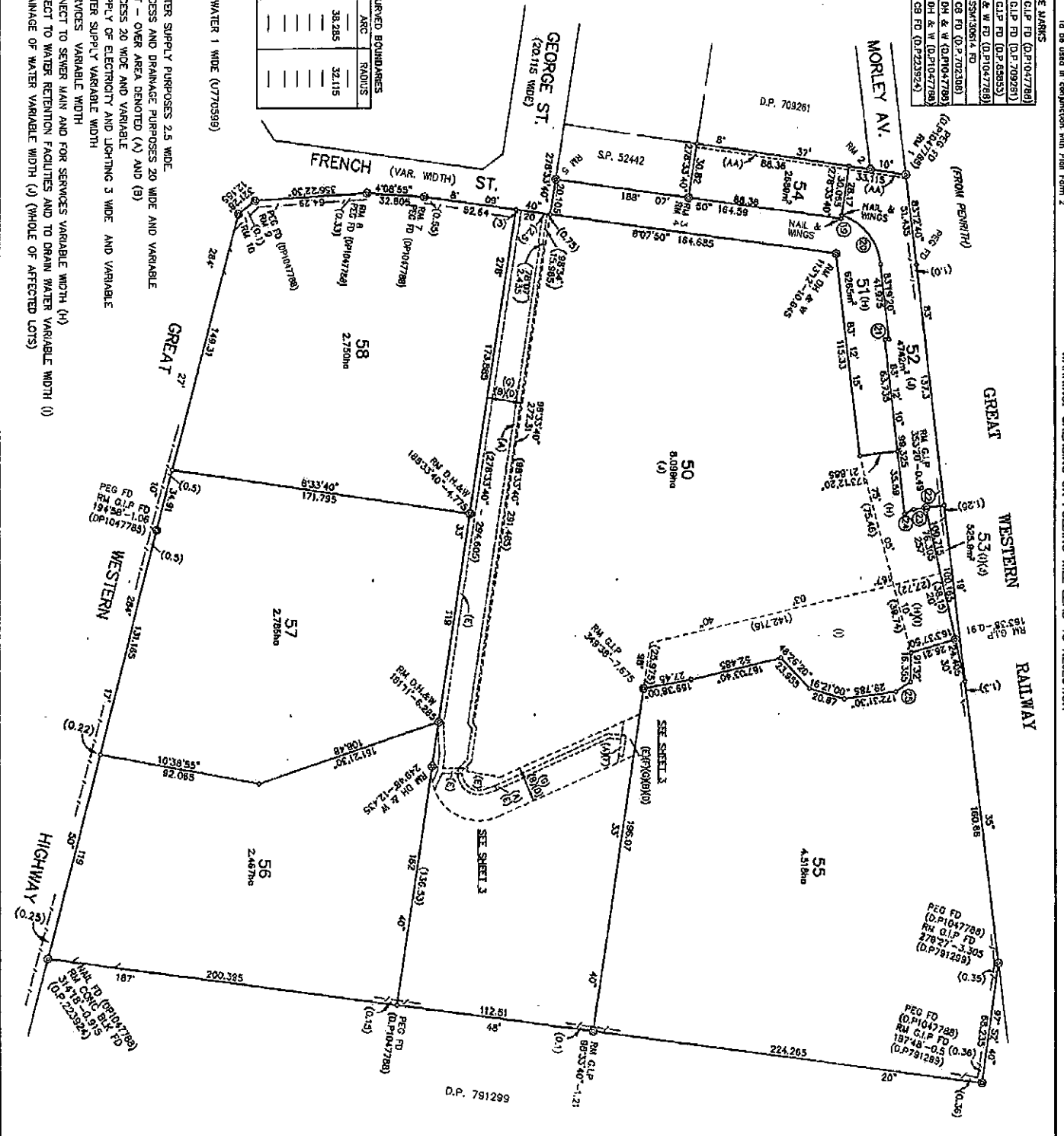
TABLE OF REFERENCE MARKS												
RM 1	280.34	62.55	RM CLIP TO (D.P.1047788)									
RM 2	18378	0.455	RM CLIP TO (D.P.7092931)									
RM 3	27834	0.455	RM CLIP TO (D.P.68953)									
RM 4	274	0.2	DM & W TO (D.P.1047788)									
RM 5	1746	3.62	RM 55M305614									
RM 6	16958	4.095	RM CLIP TO (D.P.702100)									
RM 7	16958	4.095	RM CLIP TO (D.P.702100)									
RM 8	16958	20.83	RM DM & W (D.P.1047788)									
RM 9	16958	30.24	RM DM & W (D.P.1047788)									
RM 10	202.07	0.89	RM CG TO (D.P.2235823)									

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
19	278°34'	1.885	38.285	32.115
20	52°04'40"	36.055	—	—
21	173°19'	2.4	—	—
22	173°20'	10.5	—	—
23	173°20'	7.05	—	—
24	154°29'	5.685	—	—
25	326°54'	10.18	—	—

(AA) EASEMENT TO DRAIN WATER 1 WIDE (U770599)

- (A) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
- (B) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 20 WIDE AND VARIABLE
- (C) POSITIVE COVENANT - OVER AREA DENOTED (A) AND (B)
- (D) EASEMENT FOR ACCESS 20 WIDE AND VARIABLE
- (E) EASEMENT FOR SUPPLY OF ELECTRICITY AND LIGHTING 3 WIDE AND VARIABLE
- (F) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
- (G) EASEMENT FOR SERVICES VARIABLE WIDTH
- (H) EASEMENT TO CONNECT TO WATER RETENTION FACILITIES AND TO DRAIN WATER VARIABLE WIDTH (H)
- (I) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (I) (WHOLE OF AFFECTED LOTS)



Plan Drawing only to appear in this space

Production Date 11/15/20
SINCE 1905 REFERENCE 26450/27314-CP

DP1069025

17-8-2004

This is sheet 2 of my plan in 3 sheets dated 28-10-03

Peppie Mowbray

For use where space is insufficient to my plan on plan Form 2

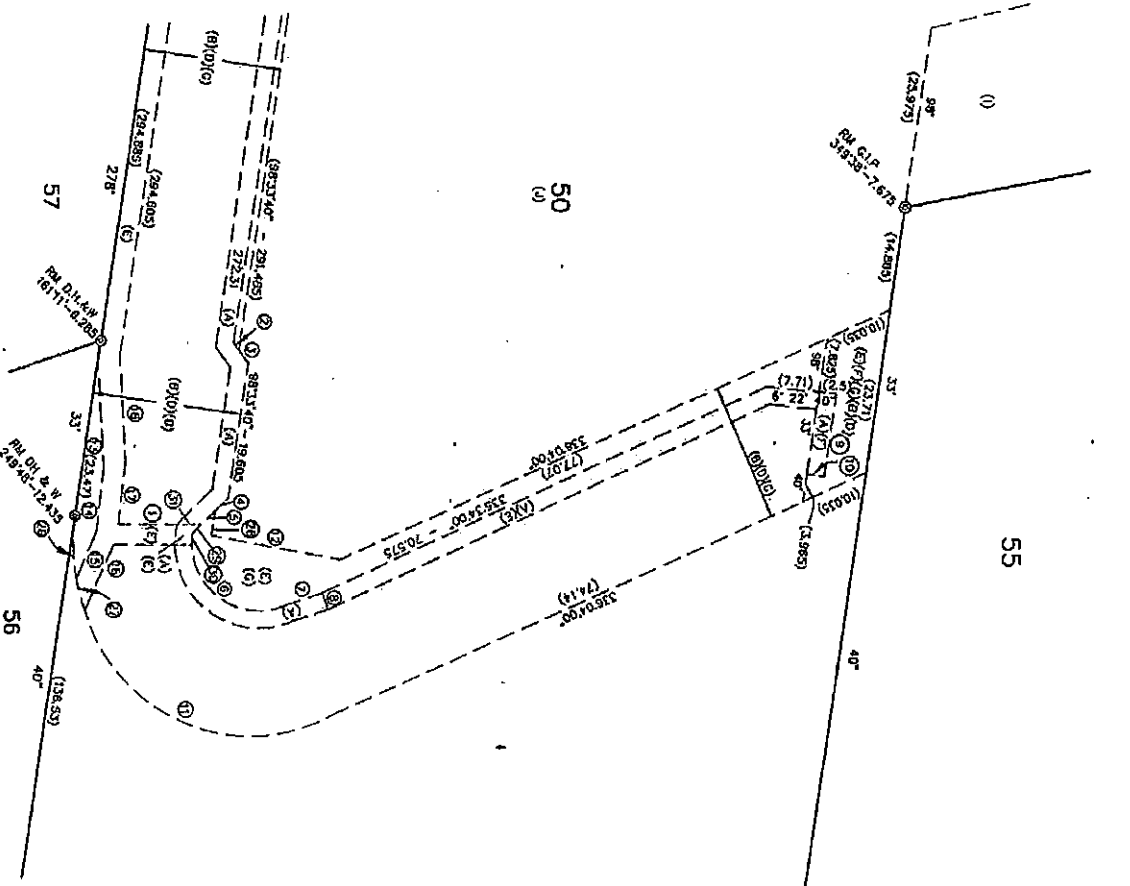
General Manager/Assistant Registrar

This is sheet 2 of my plan in 3 sheets dated 28-10-03

Peppie Mowbray

For use where space is insufficient to my plan on plan Form 2

SCHEDULE OF SHORT & CURVED BOUNDARIES				
NO.	BEARING	CHORD	ARC	RADIUS
1	0°22'	6.475	---	---
2	54°05'	1.283	---	---
3	54°05'	2.553	---	---
4	135°07'	2.705	---	---
5	135°07'	2.745	---	---
6	32°15'	18.2	19.12	9.75
7	342°04'	5.475	---	---
8	68°49'	2.505	---	---
9	98°33'40"	12.02	---	---
10	8°33'40"	2.5	---	---
11	202°43'25"	39.27	45.17	25
12	10°28'35"	18.04	---	---
13	287°07'	15.53	---	---
14	96°29'	9.975	---	---
15	113°50'	7.395	---	---
16	280°50'	10.18	---	---
17	276°25'	8.925	---	---
18	87°07'30"	15.475	---	---
26	268°59'20"	8.98	9.02	27
27	254°24'	4.725	4.7327	---
28	98°33'40"	3.575	---	---
29	135°07'	1.77	---	---
30	93°30'	1.72	---	---
31	0°22'	3.585	1.72	9.75



- (A) EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE.
- (B) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 20 WIDE AND VARIABLE
- (C) POSITIVE COVENANT - OVER AREA DENOTED (A) AND (B)
- (D) EASEMENT FOR ACCESS 20 WIDE AND VARIABLE
- (E) EASEMENT FOR SUPPLY OF ELECTRICITY AND LIGHTING 3 WIDE AND VARIABLE
- (F) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
- (G) EASEMENT FOR SERVICES VARIABLE WIDTH
- (H) EASEMENT TO CONNECT TO SEWER MAIN AND FOR SERVICES VARIABLE WIDTH (H)
- (I) EASEMENT TO CONNECT TO WATER RETENTION FACILITIES AND TO DRAIN WATER VARIABLE WIDTH (I)
- (J) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (J)

Plan Drawing only to appear in this space

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Property No: 794084
Your Reference: 20200990
Contact No.

Issue Date: 25 September 2020
Certificate No: 20/04373

Issued to: Reimers Legal
6 Macquarie Avenue
PENRITH NSW 2750

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: LONDONDERRY

Location: 16 Signal Street WERRINGTON NSW 2747
Land Description: Lot 236 DP 1215199

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R1 General Residential
(Penrith Local Environmental Plan 2010)**

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.
- To ensure that a high level of residential amenity is achieved and maintained.
- To ensure that new development reflects the desired future character and dwelling densities of the area.

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; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture

4. Prohibited

Rural worker's dwellings; Any other development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

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Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

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3 *COMPLYING DEVELOPMENT*

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

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COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 *COASTAL PROTECTION*

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 *MINE SUBSIDENCE*

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 *ROAD WIDENING AND ROAD REALIGNMENT*

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

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7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is

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permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

The Werrington Enterprise Living and Learning (WELL) Precinct - Development Contributions Plan 2008 applies to the land.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

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13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

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19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

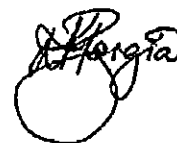
PLANNING CERTIFICATE UNDER SECTION 10.7
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Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn
General Manager**

per

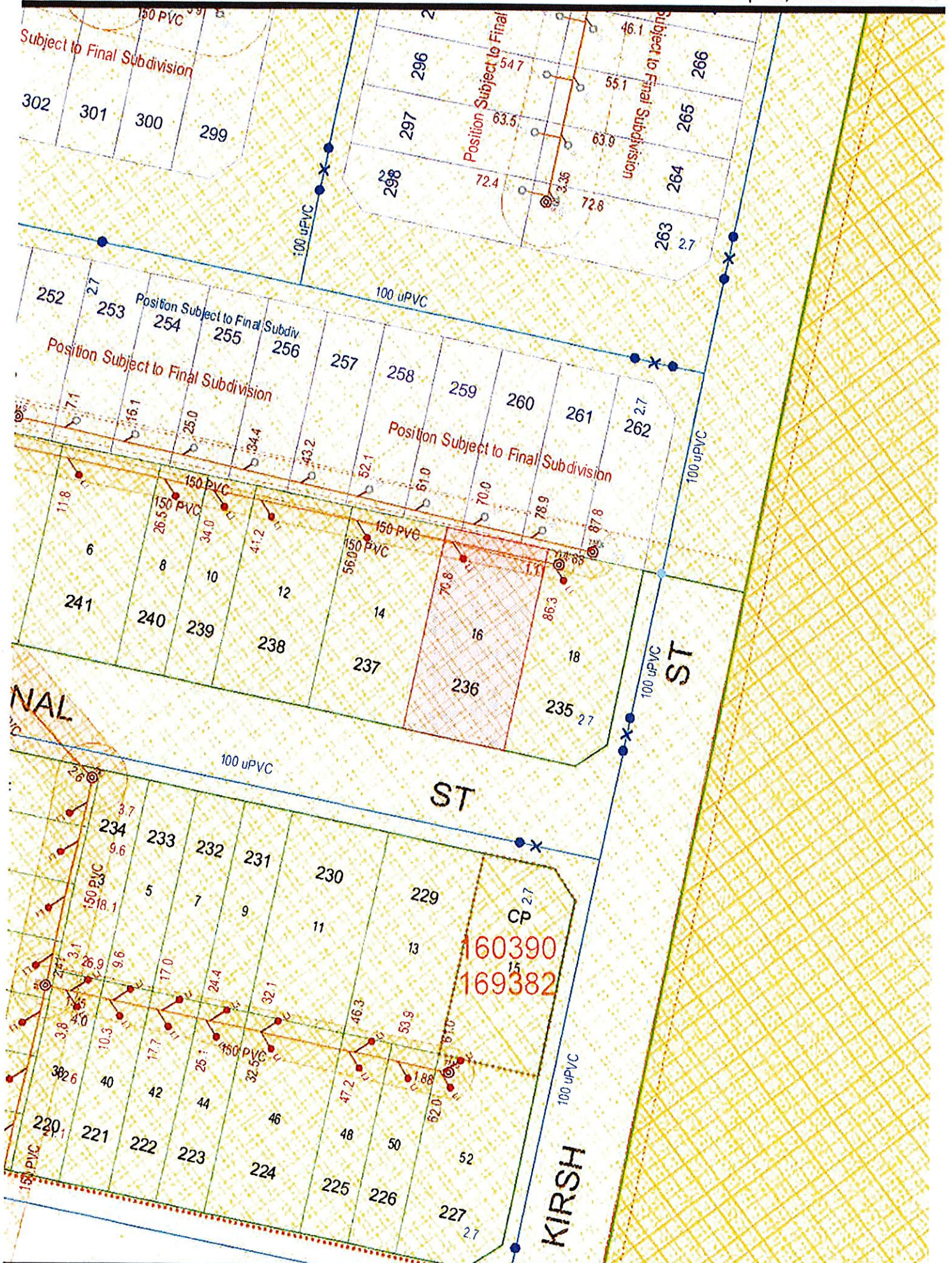


Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



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



Application: 10539841
Your Ref: 20200990

02 October 2020

**Property details: 16 Signal St Werrington NSW 2747
LOT 236 DP 1215199**

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

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

Yours sincerely

Customer Property Services
Customer Services

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	8de091a0
Property Address:	16 SIGNAL STREET WERRINGTON
Date of Registration:	01 October 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance