

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents 9, 2 Birmingham Road, South Penrith, NSW 2750	Phone: (02) 4721 1111 Fax: (02) 4721 1112
co-agent		
vendor		
vendor's solicitor	Platinum Property Law 2, 2 Riverstone Parade, Riverstone NSW 2765 PO Box 126, Riverstone NSW 2765	Phone: 02 9627 7400 Fax: 02 8580 5252
date for completion land (address, plan details and title reference)	42nd day after the contract date (clause 15) 19 Flotilla Circuit, Jordan Springs, New South Wales 2747 Registered Plan: Lot 1113 Plan DP 1215088 Folio Identifier 1113/1215088	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

Supplier's name:

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

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract
- Other**
- ☐ 59

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

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</i> by a <i>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</i> by the <i>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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 *depositor* 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*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

19 Flotilla Circuit JORDAN SPRINGS NSW 2747

SPECIAL CONDITIONS

Special Conditions included in the Contract for the Sale Of Land

If there is any inconsistency between these Special Conditions and Clause 1-31 of this Contract, these Special Conditions operate to the extent of any inconsistency.

1. PROPERTY SOLD "AS IS"

1.1 THE PURCHASER warrants to the Vendor that;

- (a) The Vendor, nor anyone on the Vendor's behalf has made any warranty or representation in relation to the Property other than as expressly disclosed in this Contract;
- (b) The Purchaser has made his/her own inspections and enquiries and is satisfied as to the nature, quality, rubbish on, condition and state of repair of the Property and all fixtures on the Property, accepts the Property and fixtures as they are and subject to all defects (latent and patent) and all dilapidation and infestation and is satisfied as to the purposes for which the Property may be used.
- (c) The Purchaser may not make any objection, requisition, claim, or delay completion of, or rescind or terminate this Contract because of anything connected with;
 - (i) The nature, quality, rubbish on, condition, or state of repair of the Property and/or fixtures including without limitation defects (latent and patent), dilapidation or infestation of the Property and/or fixtures or the fact that improvements on the Property may not comply with the *Local Government Act – NSW*, other legislation, or any regulations or ordinances thereunder;
 - (ii) the purposes for which the Property may be used;
 - (iii) Loss, dilapidation, damage, infestation, mechanical breakdown, or reasonable wear and tear which may affect the Property and/or fixtures between the date of this Contract and completion;
 - (iv) The roof or surface water drainage from the Property being connected to a sewerage service;
 - (v) a minor issue with the Property;
 - (vi) there being, or not being an easement or other right or service referred to in Clause 10.1.8; or
 - (vii) any other matter disclosed in this Contract

2. INTRODUCTION BY AGENT

2.1 THE PURCHASER warrants that the Agent named in this Contract (if any) is the Agent who introduced the Purchaser to the Property and indemnifies the Vendor against any claim for damages or commission by any other Agent, other than the Agent named as the Vendor's Agent. This Clause shall not merge upon completion.

3. CHARGES

3.1 IF FOR any reason not solely attributable to the Vendor Completion of this matter does not take place on or before the Completion Date then, the Purchaser shall, by way of an additional adjustment at Completion, pay to the Vendor by way of liquidated damages;

- (a) a sum equal to the rate of ten percent (10%) per annum on the said balance calculated on a daily basis for the period from the Completion date until the

- actual date of Completion without prejudice to any of the Vendor's other rights herein; and
- (b) the sum of \$375.00 to cover legal costs incurred as a consequence of the delay.

4. NOTICE TO COMPLETE

- 4.1 NOTWITHSTANDING** any other provision in this Contract the Parties agree that for the purposes of Clause 15;
- (a) if the Purchaser does not complete by 3.30pm on the completion date through no fault of the Vendor, the Vendor may serve a Notice to Complete on the Purchaser, in which case the Purchaser agrees to pay an adjustment of \$395.00 at Settlement to cover the agreed expenses of the Vendor in drafting and serving such a notice; and
 - (b) fourteen (14) days from the date of the Notice to Complete (inclusive of weekends and public holidays) is a reasonable and sufficient period of notice to make time of the essence for completion.
- 4.2** The Parties agree that Settlement shall not take place between 24 December and 18 January, in any year, unless the Vendor's legal representative advises to the contrary.
- 4.3** The Parties agree that if this Contract is originally 'subject to a tenancy' and the Vendor agrees to vacant possession on completion the Completion Date shall be amended to be the date on which the tenant vacates provided that the Vendor promptly gives notice to the tenant as soon as this Contract is unconditional.

5. DEATH OR INSOLVENCY

- 5.1** Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Parties at law, or in equity had this condition not been included herein, should either Party, or any one of them, prior to completion:
- (a) die, or become mentally ill, then the vendor's legal representative may rescind the Contract by notice in writing served on the purchaser's legal representative named in the Contract and this Contract shall be at an end and the provisions of Clause 19 shall apply; or
 - (b) be declared bankrupt, or enter into any scheme, or make any assignment for the benefit of creditors, or being a company, resolve to go into liquidation or have a petition for the winding up presented against it, or enter into any scheme or arrangements with their creditors under the Companies Legislation, or should any liquidator, receiver or official manager be appointed, then the affected party shall be deemed to be in breach of the Contract and the other Party is entitled to rescind the Contract by notice in writing to the affected party's legal representative. In this event the provisions of Clause 19 shall apply.

6. DEPOSIT

- 6.1 THE PURCHASER** hereby authorises the Deposit Holder to release such part or all of the Deposit to the Vendor as is requested by the Vendor for the payment of the deposit, or stamp duty, rental bond or rent associated with the Vendor's purchase or rental of another property, or the mortgage or land tax in relation to this Property.
The execution of this Agreement shall be full and irrevocable authority to the Depositholder to release such Deposit and no further approval is required by the Depositholder to action this provision.

7.1 PARTICULARS OF TITLE

- 7.1 THE PURCHASER** acknowledges that the particulars of title disclosed in this Contract are sufficient to enable the Purchaser to prepare the Transfer and shall not request the Vendor to provide further particulars pursuant to Clause 4.

8. ENCUMBRANCES ON TITLE

- 8.1 THE PURCHASER** acknowledges that no objection shall be taken, or requisition raised by reason of the fact that any encumbrance, mortgage, or caveat noted on the title shall not have been withdrawn or discharged prior to completion but the Vendor shall, on completion, hand over to the Purchaser a proper discharge of any encumbrance or mortgage or withdrawal of any caveat in registrable form together with appropriate fees in respect thereof as required by the Land Titles Office.

9. SEWERAGE DIAGRAM

- 9.1 THE PURCHASER** acknowledges that no requisition, objection, or claim for compensation may be made, whether under Clause 7 or otherwise by reason of any matter or thing referred to in any copy Sewerage Service Diagram, or any other Diagram for the land from the appropriate sewerage service authority annexed, or, by reason of any roof or surface water drainage being found to be connected to the sewers, or in relation to any septic system at the Property.

10. IMPROVEMENTS

- 10.1 WHERE THE CONTRACT** includes the sale of a swimming pool, the Vendor does not warrant that the swimming pool complies with the requirements imposed by any applicable legislation relating to swimming pools, including in relation to fencing, registration in the on-line register, compliance certificates, access and notices. The Purchaser shall make their own enquiries in this regard and shall not make any objection, requisition, or claim for compensation relating to such matters and may not delay Settlement.
- 10.2 WHERE THE CONTRACT** includes any improvements, or renovations, erected or undertaken on or in relation to the Property the Vendor does not warrant that they have been erected or undertaken with Council approval and the Purchaser acknowledges that he has satisfied himself in this regard.
The Purchaser shall not make any objection, requisition, or claim for compensation in respect of any absence of Council approval, or in relation to any notices or orders issued by the Council requiring work to be done to, or the removal of all, or any of the said improvements.

11. DUAL OCCUPANCY

- 11.1 THE PURCHASER acknowledges that he should make his own enquiries in relation to the Local Council's restrictions on dual occupancy and cannot make any objection, claim, or requisition should the Certificate under Section 149 of the *Environmental Planning & Assessment Act -1979* annexed fail to adequately describe these requirements.

12. SURVEY AND/OR BUILDING CERTIFICATE

- 12.1 The Purchaser acknowledges that they are aware of the contents of any Identification Survey or Building Certificate attached hereto and will not make any claim for compensation, or any requisition, in respect of any matter shown therein or in relation to any other matter which may be revealed by a further Survey or Building Certificate.

13. DELAYED SETTLEMENT

- 13.1 If Settlement of this matter does not take place at the first scheduled time due to the fault of the Purchaser or the Purchaser's Mortgagee then all settlement adjustments shall be from the original completion date and the Purchaser shall pay a \$75.00 re-scheduling fee and all other fees incurred by the Vendor or the Vendors Mortgagee relating to a re-arrangement of Settlement. The Purchaser will also be responsible for all other reasonable costs incurred by the Vendor as a consequence of the delay.
- 13.2 If Settlement of this matter does not take place at the first scheduled time due to the fault of the Vendor or the Vendor's Mortgagee then the Purchaser must Settle within two days of his/her Solicitor being advised that the Vendor is in a position to Settle or will be deemed to be in default.

14. REQUISITIONS ON TITLE

- 14.1 The Purchaser acknowledges that for the purposes of Clause 5 of this Contract the only Requisitions on Title that may be served are those attached to this Contract.

15. ALTERATIONS TO CONTRACT

- 15.1 The Parties authorise their legal representatives (including employees) to make alterations to this Contract (including any Attachments hereto) at any time, including after execution. Such alterations will be binding on the party as if the alterations were made prior to execution.

16. EARLY ACCESS

- 16.1 The Parties agree that should the Purchaser enter into occupation of the Property prior to Settlement;
- (a) the Purchaser does so as Licensee only;
 - (b) the Purchaser shall pay an occupation Licence fee agreed between the Parties with adjustment to be made at Settlement in this regard;
 - (c) such occupation shall be deemed to be complete acceptance by the Purchaser that the Property and all improvements thereon are

- satisfactory and that no objection, requisition, or claim for compensation shall be taken or made in regard thereto;
- (d) the Purchaser must insure the Property for full replacement value and must provide a copy of the Insurance Policy to the Vendor upon request;
 - (e) the Purchaser fully indemnifies and releases the Vendor in relation to any claim of whatsoever nature arising from the Purchaser's occupation of the said Property; and
 - (f) the Purchaser shall be responsible for all rates and taxes in relation to the Property from the date of occupation, with appropriate adjustments in this regard to be made at Settlement.

17. AMENDMENT TO STANDARD CLAUSES OF CONTRACT

17.1 The Parties agree that the Contract is amended as follows

- (a) Clause 1
'Depositholder; is the vendor, vendor's legal representative or agent as determined by the vendor
'Serve' means serve in writing on the other party or their solicitor and service may be by email
- (b) Clause 6 Deleted
- (c) Clause 7.1.1 Replace 5% with 1%
- (d) Clause 7.2.1 Replace 10% with 1%
- (e) Clause 7.2.4 Delete 'and the costs of the purchaser'
- (f) Clause 8.1 Delete the words 'on reasonable grounds'
- (g) Clause 8.2 After 'can' on line 2 add 'after serving a fourteen day default notice'
- (h) Clause 9.1 Delete the words (to a maximum of 10% of the price)
- (i) Clause 14.4.2 Delete
- (j) Clause 13.13.1 Amend 5 days to 10 days
- (k) Clause 13.13.4 Add after 'payment' within 5 days of Settlement and this clause shall not merge on completion
- (l) Clause 16.6 Deleted
- (m) Clause 16.8 Replace 5 with 7
- (n) Clause 16.10 -- add the words 'and this clause constitutes irrevocable authority to the depositholder to release it after Settlement regardless of whether an order is provided.
- (o) Clause 18 is amended by adding Clause 18.8 as follows:
'The Purchaser cannot make any claim, or requisition, or delay Settlement for any reason after entering into possession of the property'.
- (p) Clauses 23.6, 23.7, 23.13 and 23.14 are deleted
- (q) Clause 25 Delete
- (r) Clause 28.3.1 Delete
- (s) Clause 30.5.1 - amend 7 days to 10 days;
- (t) Clause 30.9.1 - amend 2 business days to 5 business days;
- (u) Clause 31.4 - amend 7 days to 3 days

18. ADDITIONAL AND INCORRECT CALCULATIONS

18.1 The Parties agree that if, on Completion, any apportionment of payments due to be made under this Agreement is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other Party, make a correct calculation and pay such amount to the other Party as is required by that correct calculation to be payable. This Clause shall not merge upon completion and is an essential term of this Contract.

19. CORPORATE PURCHASER

- 19.1** The Parties agree that if any person signs this Contract as an officer of a corporate purchaser, that party warrants and acknowledges that they will be personally liable under the Contract both jointly and severally as if they had been named in the Contract as purchaser. They acknowledge that this is an irrevocable guarantee.
- 19.2** The Parties acknowledge that within five business days of the date of this Contract the Purchaser must provide the vendor's legal representative with a current company search not more than 5 days old showing that the persons who signed the Contract are Directors, or have sufficient authority.

20. RESIDENTIAL WITHHOLDING PAYMENT

- 20.1** If the Vendor's Solicitor advises that the Vendor is liable to pay a residential withholding payment prior to Settlement the provisions of Clause 13.13 shall apply.

21. ELECTRONIC EXCHANGE

- 21.1** The Parties agree that Exchange may be effected electronically by email or by Facsimile. If the original Contract is not provided or received the electronic copy is deemed to be the original and no requisition, objection, or claim can be made in this regard.

DEPOSIT

"COOLING OFF" PERIOD AND DEPOSIT BY INSTALMENTS

1.1 The Vendor and the Purchaser agree that if a "Cooling Off " Period applies, notwithstanding any other provision in this Contract;

- (a) 0.25% of the Purchase Price will be payable on the date this Contract is made; and
- (b) the balance of the 10% Deposit payable will be due on, or before, the expiration of the "Cooling Off" period unless there has been an agreement to pay the Deposit by instalments as set out in Paragraph 2 below.

If there is no "Cooling Off" period the full 10% Deposit payable must be paid upon the making of this Contract unless Paragraph 2 below applies.

DEPOSIT PAID IN INSTALMENTS

2.1 The Parties agree that the Deposit payable pursuant to this Contract is 10% of the Purchase Price, notwithstanding any other provision in this Contract.

2.2 The Parties further agree that should the Vendor agree to accept instalment payments of the Deposit the amount of the first payment will be as agreed between the Parties and the second instalment payment will fall due at the time of Settlement or Termination, unless Paragraph 2.3 applies.

2.3 It is an essential term of this Contract that should the Vendor become entitled to call upon the Purchaser to forfeit the Deposit paid or due pursuant to this Contract, the Purchaser shall immediately upon demand from the Vendor pay to the Vendor's Solicitor the difference between 10% of the Purchase Price and the amount of Deposit already paid.

2.4 It is agreed between the Parties that these Deposit provisions herein shall not merge upon Completion and the Vendor shall be entitled to sue for any part of the 10% Deposit due that remains outstanding, as a debt due by the Purchaser to the Vendor.

DEPOSIT GUARANTEE BOND

Provided the Vendor has agreed to a Deposit Guarantee Bond (Bond) subject to subparagraphs (a) and (b) below, the delivery of a Deposit Guarantee Bond (Bond), before or upon the making of this Agreement to the person nominated in this Agreement to hold the Deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purpose of this Agreement to be Deposit in accordance with this Agreement provided;

- (a) The Purchaser shall pay the amount stipulated in the Bond in Cash or by unendorsed Bank Cheque on completion of this Agreement or at such other times as may be provided for the Deposit to be accounted for to the Vendor; and
- (b) If the Vendor serves on the Purchaser a Notice in writing claiming that the Deposit must be forfeited the Purchaser shall forthwith pay the Deposit amount in Cash or by unendorsed Bank Cheque to the person nominated in the Agreement to hold the Deposit.

GUARANTEE AND INDEMNITY

We the Guarantors whose names, addresses and descriptions are set out in the Schedule below (hereinafter called 'the Guarantors') in consideration of the Vendor entering into this Contract with the Purchaser Company do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of all monies, interest or other monies payable by the Purchaser to the Vendor pursuant to the Contract or in the performance or observance of any of the terms or conditions of the within Contract to be performed or observed by the Purchaser, we will forthwith, upon demand by the Vendor, pay the whole of the deposit monies, interest charges or other monies payable to the Vendor. As a separate and independent obligation we will further jointly and severally undertake to keep the Vendor indemnified against all loss of purchase money, interest and other money payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur as a result of any default aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the money payable under the Contract, or the performance or observance of or by any other thing which under the law relating to sureties would; but for this provision have the effect of releasing us, our executors or administrators. Should the Purchaser exercise its rights to nominate another Purchaser, then this Guarantee and Indemnity shall apply in respect of the other nominee entity.

SCHEDULE

Guarantor(s)

Name(s):

of

IN WITNESS WHEREOF the said Guarantor has hereto set his hand and seal this day of _____, 2015

SIGNED SEALED AND DELIVERED)

By the said)

)

In the presence of:

Name:

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

1. **Possession and tenancies**
Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
6. **Title**
Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
11. **Adjustments**
All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?
13. **Survey and building**
Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) 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.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) 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.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) 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.
 - (c) 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.



LAND
REGISTRY
SERVICES

Order number: 66348792
Your Reference: White - 19 Flotilla Circuit
03/02/21 15:05



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1113/1215088

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2021	3:05 PM	3	9/11/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 1113 IN DEPOSITED PLAN 1215088
AT LLANDILO
LOCAL GOVERNMENT AREA PENRITH
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1215088

FIRST SCHEDULE

MATTHEW JASON WHITE
REBECCA ELIZABETH WHITE
AS JOINT TENANTS

(T AM874552)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 D431274 EASEMENT FOR DRAINAGE 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 2 K780528 EASEMENT FOR POWER LINE 9.145 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 L569620 EASEMENT FOR TRANSMISSION LINE 4.88 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP789196 RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1132380 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1149525 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 7 DP1215088 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 8 DP1215088 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1215088 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1215088 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1215088 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1215088 POSITIVE COVENANT
- 13 AM874553 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 3/2/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1113/1215088

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 3/2/2021

* 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.
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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Ref:383968 /Src:M

Ref:383968 /Src:M

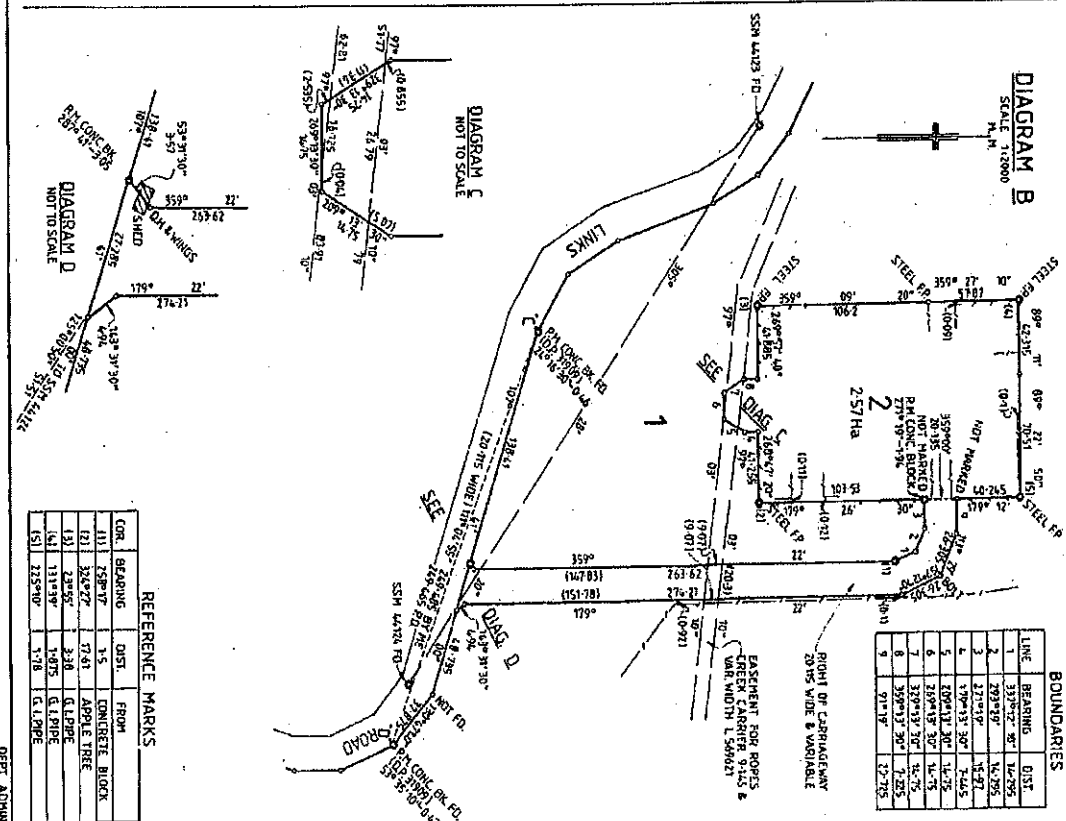
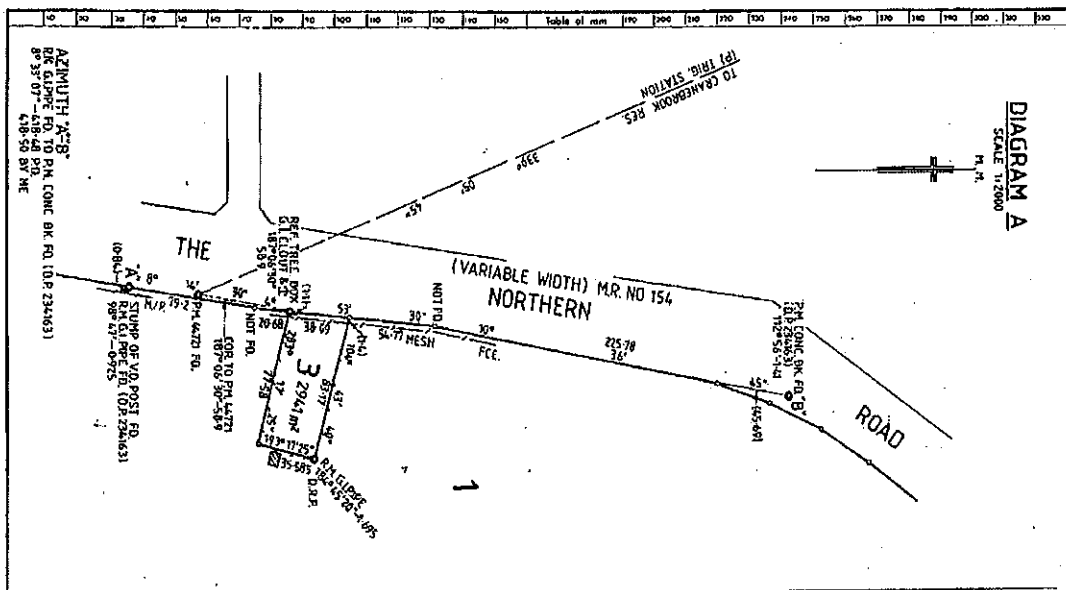
[illegible]

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



LINE	BEARING	DIST.
1	337°32'	14.20
2	232°42'	14.75
3	232°42'	14.75
4	170°15'30"	1.445
5	100°11'30"	14.75
6	100°11'30"	14.75
7	100°11'30"	14.75
8	100°11'30"	14.75
9	100°11'30"	14.75

CON.	BEARING	DIST.	FROM
(11)	75°17'	7.5	CONCRETE BLOCK
(12)	32°42'	7.41	APPLE TREE
(13)	23°45'	3.30	G.L. POPE
(14)	113°39'	1.95	G.L. POPE
(15)	22°40'	1.78	G.L. POPE

CON.	BEARING	DIST.	FROM
(11)	75°17'	7.5	CONCRETE BLOCK
(12)	32°42'	7.41	APPLE TREE
(13)	23°45'	3.30	G.L. POPE
(14)	113°39'	1.95	G.L. POPE
(15)	22°40'	1.78	G.L. POPE

DEPT. ADVISORY SERVICES, NSW AUSLIG MFG NO 24695/M

Reduction Ratio 1:2000



DP 789196
 1/1
 Registered 1/5 23.5.1995
 This is sheet 2 of my plan in 2 sheets
 dated
 Surveyed registered under Surveyors Act 1920.
 881683
 This is done of the plan of
 at
 Signatures and seals only.
 Council Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 1 Sheet)

Lengths are in metres

PART 1

Plan: **DP789196**

Subdivision covered by Council
Clerk's Certificate No.

Plan of Subdivision of Lot 1
in DP 599377 being the land
comprised in Certificate of
Title Volume 13846 Folio 125.

Full Name and address of the
Registered Proprietor of the
land

The Commonwealth of Australia

1. Identity of Easement Firstly
referred to in abovementioned
plan

1. Right of Carriageway 20.115
wide and variable

Schedule of Lots affected

Lot Burdened

±
2

Lot Benefitted

±
1

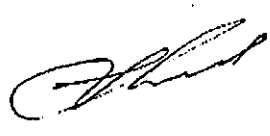
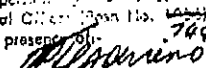


30 AUG 1989
(Y454206)

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

Right of Carriageway 20.115 wide and variable within the meaning of Section
181A of the Conveyancing Act, 1919. (Schedule VIII Pt. I)


SIGNED for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a person lawfully authorised
or person in the name of the office of Principal
Legal Officer (Plan No. 7494 New South Wales, in
the presence of

An Officer of the Attorney-General's Department.

REGISTERED  23-5-1989

Req:R08185 /Doc:DP 1132380 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /Prt:01-Jun-2016 10:50 /Seq:1 of 4

Ref:383968 /Src:M

- (A) RIGHT OF ACCESS 3.0m WIDE (DP 1038186)
- (B) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (527.4132) DP 989377
- (C) EASEMENT FOR SEWERAGE 4.57 WIDE (L589821) DP 225878
- (D) EASEMENT FOR SEWERAGE 6.095 WIDE (L589821) DP 225879
- (E) EASEMENT FOR SEWER 1.0 WIDE (V 20735) DP 634001
- (F) EASEMENT FOR DRAINAGE VOL. WITH (S 607889) DP 611331
- (G) EASEMENT FOR SEWER 2.44 WIDE (L 780554) DP 523830
- (H) EASEMENT FOR TRANSMISSION LINE 7.0 WIDE (V228358) DP 641320
- (I) EASEMENT FOR UNDERGROUND CABLES 20.5, 20.6, 22, 24.5 AND VARIABLE WIDTH
- (J) RIGHT OF ACCESS 18, 20.6, 22 AND VARIABLE WIDTH (DP104194)
- (K) EASEMENT FOR SERVICES 19, 20.6, 22 AND VARIABLE WIDTH (DP104194)

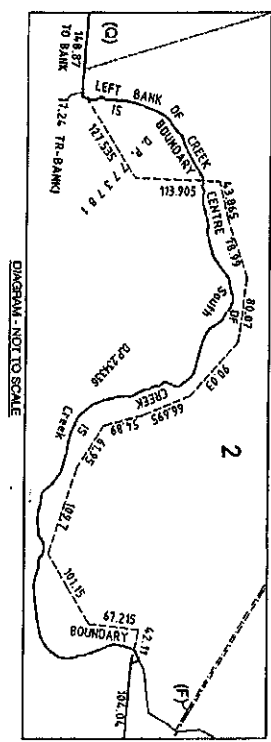
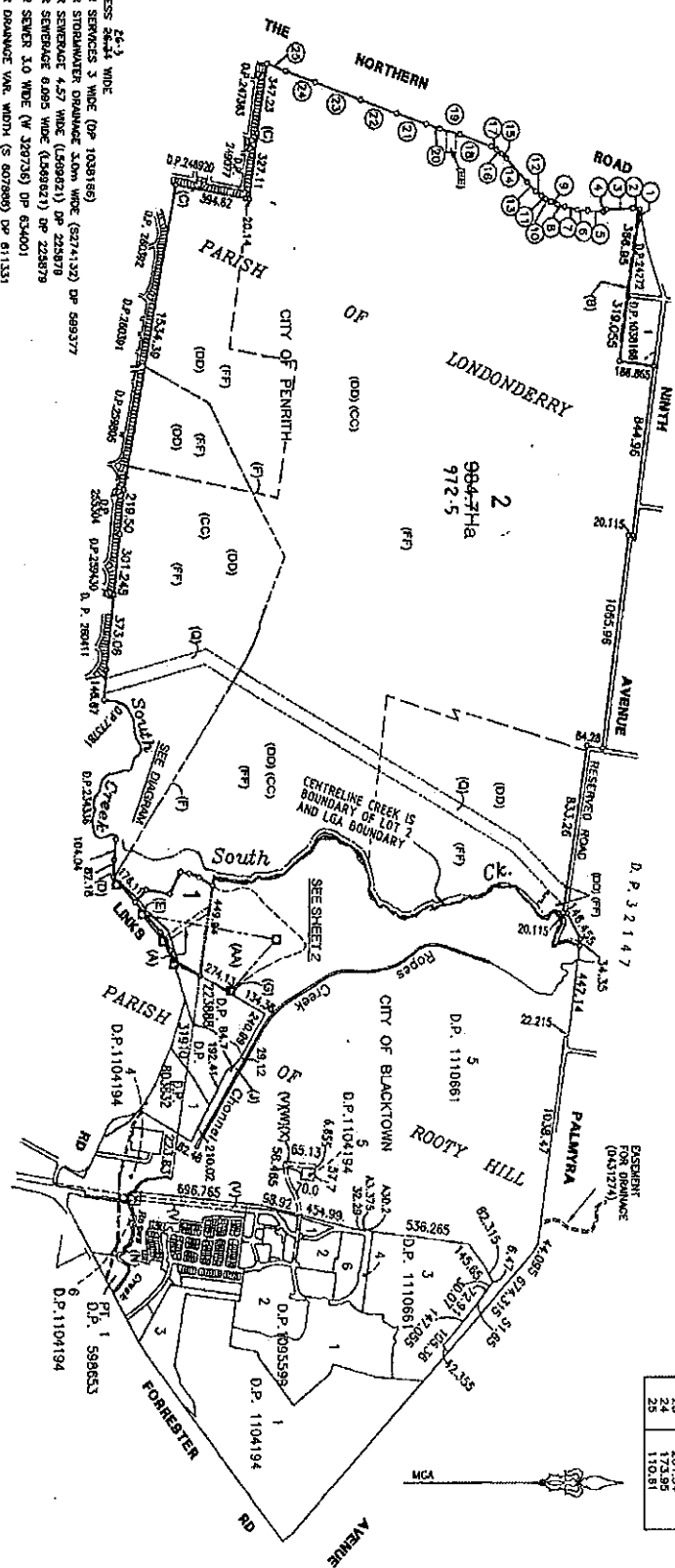
Surveyor: CHRISTOPHER JOHN CHAYE
Date of Survey: SEPTEMBER-2007
Drawing No: C188-080-001-000
TOWN/REGIONAL PARTIAL SURVEY

PLAN OF
SUBDIVISION OF LOT 3 DP 1104194

LGA: PENRITH
Locality: ROSES CROSSING
Sheduled to be 07700 of 24/08/08
Upper boundary: 15000

Regulation:
28.11.2008

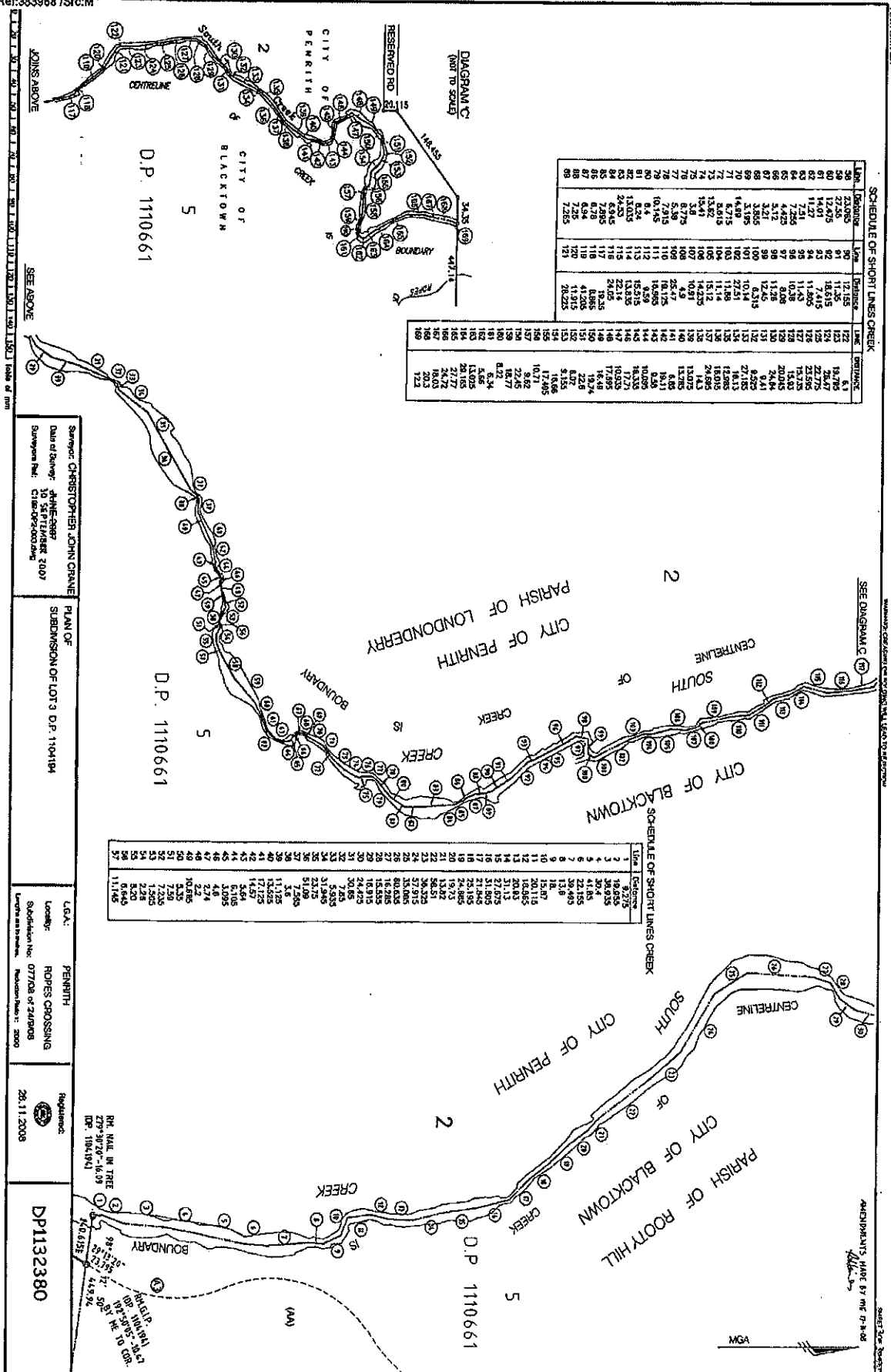
DP1132380 P (E)



BEFORE BY:
(C) EASEMENT FOR DRAINAGE 10.06 - D431274
(F) EASEMENT FOR POWERLINE 9.145 WIDE - X780528
(D) RIGHT OF CARRIAGEWAY 20.115 WIDE - D788196
(E) EASEMENT FOR TRANSMISSION LINE 4.88 WIDE AND VARIABLE - L589820
(E) EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.88 WIDE - N524748

MARK	EXISTING	N.S.A. CO-ORDINATES	ORIGIN	CLASS	ORDER	METHOD
PH 16712	27394.47	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS
SCM 16712	23199.464	646555.58	SCMS	C	3	FROM SCMS

No.	DISTANCE
1	56.822
2	56.822
3	144.855
4	21.722
5	88.528
6	88.528
7	70.705
8	41.74
9	37.745
10	28.6
11	38.335
12	68.215
13	183.215
14	34.785
15	34.785
16	34.785
17	34.785
18	187.145
19	187.145
20	208.145
21	208.145
22	208.145
23	173.95
24	173.95
25	110.81



WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements restrictions on the use of land or positive covenants.

Pursuant to Section 88B of the Conveyancing Act 1919 - 1964 it is intended to create:-

- 1) Right of Access 26.3 wide (A)
- 2) Positive Covenant
- 3) Restriction on the Use of Land

THE COMMON SEAL OF
ST MARKS LAND LIMITED
was hereto affixed by the
authority of the Directors
in the presence of:



Simon Dennis Bashier
DIRECTOR

Kenneth Leslie James
SECRETARY

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate **SC08/0047**

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **PENRITH CITY COUNCIL**
Date of Endorsement: **24/9/08**
Accreditation no:
Subdivision Certificate no: **077108**
File no: **DA 07/0493**

* Delete whichever is inapplicable.



DP1132380 S

Registered: 28.11.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 3 DP1104194

LGA: Penrith

Locality: Ropes Crossing

Parish: Rooty Hill

County: Cumberland

Surveying Regulation, 2006

I, Christopher John Crane.....
of Whelans, DX288, Sydney
a surveyor registered under the Surveying Act, 2002, certify that the
survey represented in this plan is accurate, has been made in
accordance with the Surveying Regulation, 2006 and was completed
on 30 September 2007.....

The survey relates to
subdivision of Lot 3 DP1104194.....

(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature **C. Crane** Dated: **30/11/07**
Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y".....
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP1104194 DP1038166 DP1079444
DP223888

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: C199-DP2-001-Plan Form 6

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 3 sheets)



DP1132380 B

Plan of Subdivision of Lot 3 in DP 1104194
covered by Subdivision Certificate

No Cc 077/08 of 24/9/08

Full name and address of the owner of the
land:

St Marys Land Limited
ABN 38 088 278 602
Level 4, 30 The Bond
30 Hickson Road
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Access 26.3 wide	1	That part of Lot 5 DP111061 designated (AA) on the plan
2.	Positive Covenant	1 and Part of Lot 5 DP1110661	Penrith City Council
3.	Restriction on the Use of Land	1 and 2	Penrith City Council

PART 2 (Terms)

1. TERMS OF RIGHT OF ACCESS NUMBERED ONE IN THE PLAN

Right of Access within the meaning of Part 14 of Schedule 8 of the Act as amended,
except that the right extends to the Owner's employees, agents, visitors and invitees
(with or without vehicles).

2. TERMS OF POSITIVE COVENANT NUMBERED TWO IN THE PLAN

The Owner will in respect of the right of access within the Benefited Lot numbered
number one in the Plan:

- (a) maintain the driveway surface and any associated drainage system in
reasonable working condition

Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 3 sheets)

DP1132380

Plan of Subdivision of Lot 3 in DP 1104194
covered by Subdivision Certificate

No CC 077108 of 24/9/08

- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition, and
- (c) share the costs of the abovementioned works equally (or proportionally to usage) with all other proprietors of other lots similarly burdened by this covenant.

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED THREE IN THE PLAN

No further development of the Burdened Lots to take place unless it is approved by development consent granted by Council. Such approval is likely to require but not restricted to, construction of road and drainage works, the provision of lot fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal archaeology, bushfire protection and suitability of the lot for any intended use.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENT, POSITIVE COVENANT AND RESTRICTION NUMBERED ONE, TWO AND
THREE IN THE PLAN**

Penrith City Council

DEFINITIONS

- 1. In this instrument:
 - (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing to the singular number shall include the plural and vice versa, and
 - (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.

- 2. In this instrument, the following words shall have the meanings given:

"Act" means the *Conveyancing Act 1919*.

"Benefited Lot" means any lot which has the benefit of an easement created by the Plan.



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 3 sheets)

DP1132380

Plan of Subdivision of Lot 3 in DP 1104194
covered by Subdivision Certificate

No CC077/08 of 24/9/08

"Burdened Lot" means any lot burdened by a restriction on the use of land or positive covenant or an easement created by the Plan and includes:

- (i) each and every part of a Burdened Lot, and
- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

"Council" means Penrith City Council.

"Owner" means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

"Plan" means the plan of subdivision to which this instrument relates.

THE COMMON SEAL OF ST MARYS
LAND LIMITED ABN 38 088 278 602
WAS HERETO AFFIXED BY THE
AUTHORITY OF THE DIRECTORS
IN THE PRESENCE OF



Signature of Director

Simon Dennis Basheer

Name of Director

Signature of Director/Secretary

Kenneth Leslie James

Name of Director/Secretary

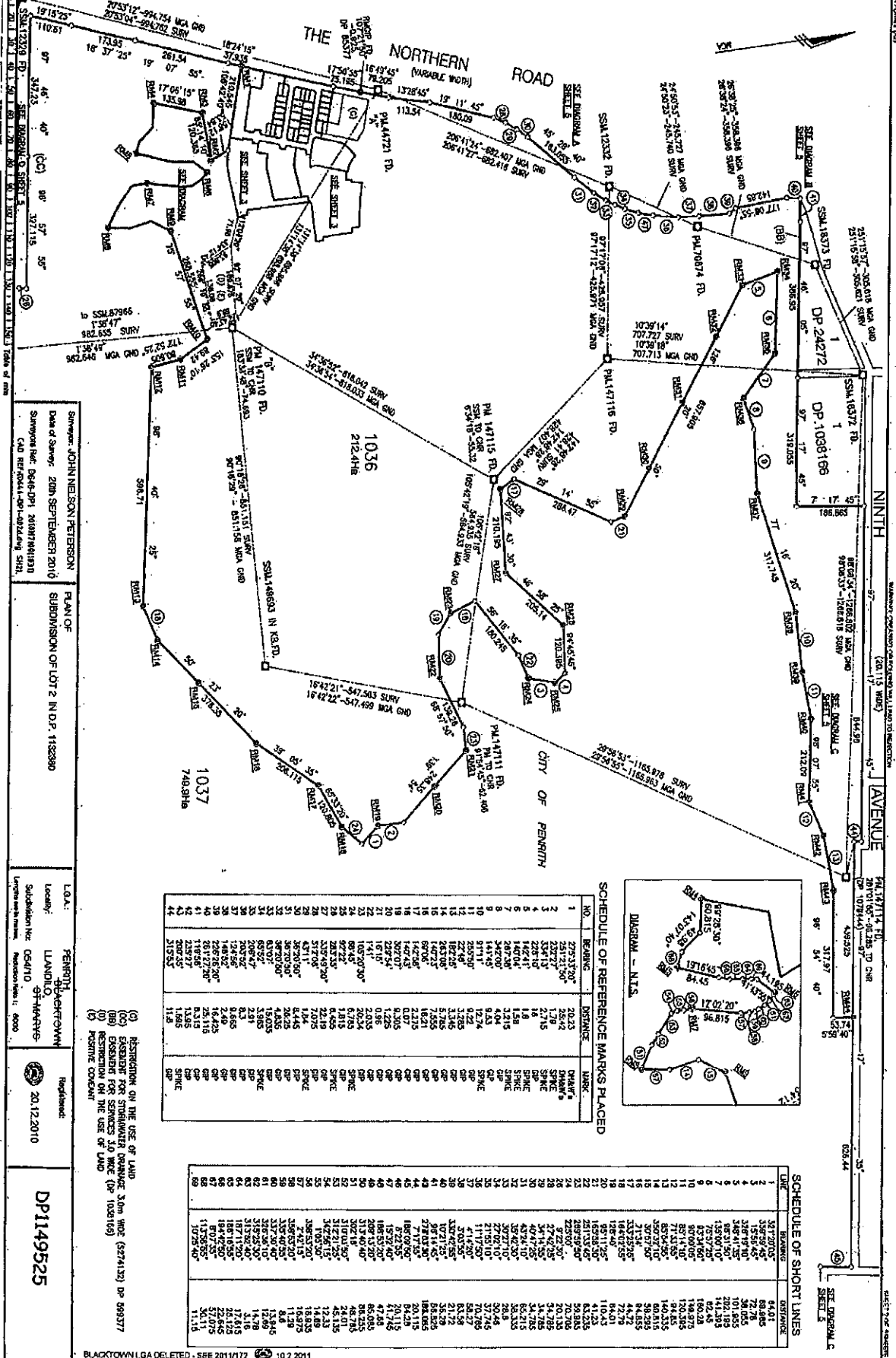
REGISTERED

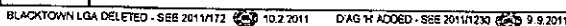


28.11.2008

Authorised Officer
Penrith City Council

Ref:383968 /Src:M





	BEARING	DISTANCE		BEARING	DISTANCE
48	N 70° 50' E	1.675	59	109° 34' E	2.28
49	282° 05' 30"	1.125	60	101° 30' E	6.45
50	282° 05' 30"	1.125	61	101° 30' E	4.45
51	282° 15' 30"	1.170	62	101° 30' E	1.90
52	197° 17' 30"	1.665	63	101° 30' E	3.60
53	197° 17' 30"	1.188	64	101° 30' E	1.182
54	197° 17' 30"	1.175	65	101° 30' E	2.14
55	197° 17' 30"	1.175	66	101° 30' E	2.57
56	197° 17' 30"	1.175	67	101° 30' E	3.17
57	197° 17' 30"	1.175	68	101° 30' E	3.17
58	197° 17' 30"	1.175	69	101° 30' E	3.17
59	197° 17' 30"	1.175	70	101° 30' E	3.17
60	197° 17' 30"	1.175	71	101° 30' E	3.17
61	197° 17' 30"	1.175	72	101° 30' E	3.17
62	197° 17' 30"	1.175	73	101° 30' E	3.17
63	197° 17' 30"	1.175	74	101° 30' E	3.17
64	197° 17' 30"	1.175	75	101° 30' E	3.17
65	197° 17' 30"	1.175	76	101° 30' E	3.17
66	197° 17' 30"	1.175	77	101° 30' E	3.17
67	197° 17' 30"	1.175	78	101° 30' E	3.17
68	197° 17' 30"	1.175	79	101° 30' E	3.17
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70	197° 17' 30"	1.175	81	101° 30' E	3.17
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92	197° 17' 30"	1.175	103	101° 30' E	3.17
93	197° 17' 30"	1.175	104	101° 30' E	3.17
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196	197° 17' 30"	1.175	207	101° 30' E	3.17
197	197° 17' 30"	1.175	208	101° 30' E	3.17
198	197° 17' 30"	1.175	209	101° 30' E	3.17
199	197° 17' 30"	1.175	210	101° 30' E	3.17
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213	197° 17' 30"	1.175	224	101° 30' E	3.17
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226	197° 17' 30"	1.175	237	101° 30' E	3.17
227	197° 17' 30"	1.175	238	101° 30' E	3.17
228	197°				

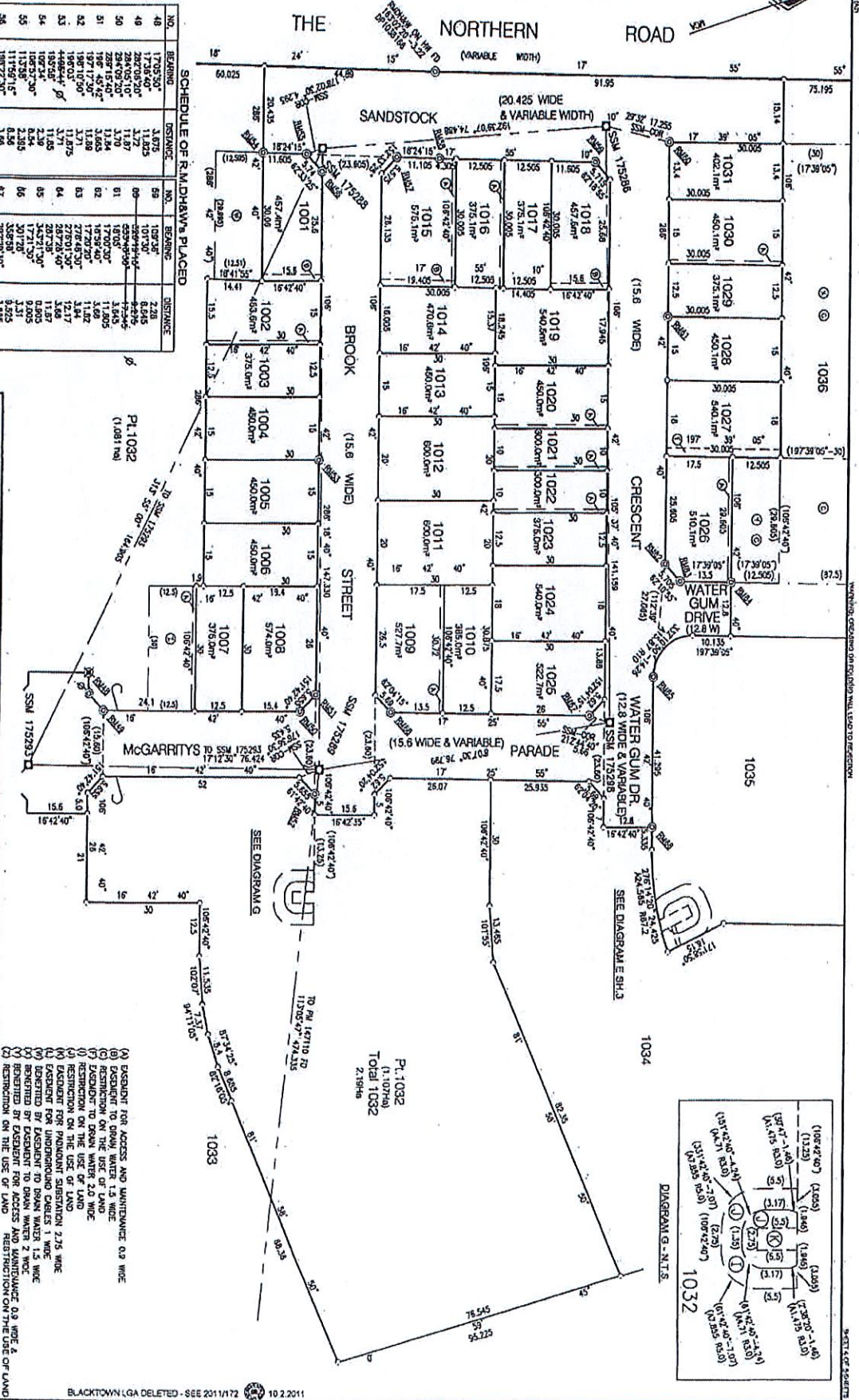
Surveyor: JOHN NELSON PETERSEN
Date of Survey: 20TH SEPTEMBER 2010
Surveyors Ref: D040-DP1 2010K701010310
CAD REF: D040-DP1-0326.dwg SH44

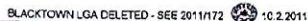
SUBDIVISION OF LOT 2 IN D.P. 1132360

Locality: Llandilo of Mynydd
Subdivision No: 054/10

Registered:
20.12.2010

DP1149525





PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)												
SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED, IT IS INTENDED TO CREATE:- 1. RESTRICTION ON THE USE OF LAND 2. RESTRICTION ON THE USE OF LAND 3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A) 4. RESTRICTION ON THE USE OF LAND 5. POSITIVE COVENANT 6. RESTRICTION ON THE USE OF LAND 7. RESTRICTION ON THE USE OF LAND (C) 8. EASEMENT TO DRAIN WATER 1.5 WIDE (B) 9. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K) 10. RESTRICTION ON THE USE OF LAND (J) 11. RESTRICTION ON THE USE OF LAND (I) 12. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (L) 13. RESTRICTION ON THE USE OF LAND (D) 14. POSITIVE COVENANT (E) 15. EASEMENT TO DRAIN WATER 2.0 WIDE (F) 16. RESTRICTION ON THE USE OF LAND Use Only	 DP1149525 S (E) Use Only Registered:  20.12.2010 Title System: TORRENS Purpose: SUBDIVISION PLAN OF SUBDIVISION OF LOT 2 D.P. 1132380 LGA: CITY OF PENRITH, BLACKTOWN Locality: LLANDILO, ST MARYS Parish: LONDONDERRY & ROOTY HILL County: CUMBERLAND Survey Certificate I, JOHN NELSON PETERSEN..... of WHELAN'S INSITES DX 288 SYDNEY..... a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 20th SEPTEMBER 2010..... The survey relates to Lots 1001-1036 INCL..... (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey) Signature: <i>John N. Petersen</i> Dated: 13/10/2010 Surveyor registered under the Surveying and Spatial Information Act, 2002 Datum Line: 'A'-B'..... Type: Urban/Rural Plans used in the preparation of survey/compilation <table style="width: 100%; font-size: small;"> <tr> <td>DP 1132380</td> <td>DP 234163</td> </tr> <tr> <td>DP 1110661</td> <td>DP 1104194</td> </tr> <tr> <td>DP 1132380</td> <td>DP 85377</td> </tr> <tr> <td>DP 234336</td> <td></td> </tr> <tr> <td>DP 1038166</td> <td></td> </tr> <tr> <td>DP 1079444</td> <td></td> </tr> </table>		DP 1132380	DP 234163	DP 1110661	DP 1104194	DP 1132380	DP 85377	DP 234336		DP 1038166		DP 1079444	
DP 1132380	DP 234163													
DP 1110661	DP 1104194													
DP 1132380	DP 85377													
DP 234336														
DP 1038166														
DP 1079444														
If space is insufficient use PLAN FORM 6A annexure sheet Crown Lands NSW/Western Lands Office Approval I.....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: File Number: Office:	Subdivision Certificate I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to: the proposed <u>SUBDIVISION</u> set out herein (insert 'subdivision' or 'new road') <i>[Signature]</i> * Authorised Person/ General Manager/ Accredited Officer Consent Authority: <u>PENRITH CITY COUNCIL</u> Date of Endorsement: <u>19/11/10</u> Accreditation no: Subdivision Certificate no: <u>054/10</u> File no: <u>DA0910809</u>													
If space is insufficient use PLAN FORM 6A annexure sheet Surveyor's Reference: D646-DP1 2010M7100(1031)														

* Strike through inapplicable parts.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132380	Office Use Only DP1149525	
	Office Use Only Registered:  20.12.2010	
Subdivision Certificate No.: 054/10		Date of Endorsement: 19/11/10
IT IS INTENDED TO DEDICATE JORDAN SPRINGS BOULEVARD (35.5 WIDE & VARIABLE), McGARRITYS PARADE, (15.6 WIDE & VARIABLE), BROOK STREET (15.6 WIDE), SANDSTOCK CRESCENT (20.425 & 15.6 WIDE & VARIABLE WIDTH) AND WATER GUM DRIVE (12.8 WIDE & VARIABLE) TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 1035 TO THE PUBLIC AS PUBLIC RESERVE. THE COMMON SEAL of ST MARYS LAND LIMITED was hereunto affixed by the authority of the Directors in the presence of:  Kenneth Leslie James Secretary  Simon Dennis Basheer Director 		
Surveyor's Reference: D646-DP1 2010M7100(1031)		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**



DP1149525 B

(Sheet 1 of 14 sheets)

Plan of Subdivision of Lot 2 in DP 1132380
 covered by Subdivision Certificate

No. Cs054/10 of 19/1/10

Full name and address of the owner of the
 land:

St Marys Land Limited
 ABN 32 088 278 602
 Level 4, 30 The Bond
 30 Hickson Road
 Millers Point NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.	Restriction on the Use of Land	1001 to 1031 inclusive	Every other lot
2.	Restriction on the Use of Land	1001 to 1031 inclusive	Penrith City Council
3.	Easement for Access and Maintenance 0.9 wide (A)	1002 1032 1009 1015 1016 1020 1021 1022 1026 1030	1003 1007 1010 1016 1017 1021 1022 1023 That part of 1036 marked "Y" 1029

Authorised Officer
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 14 sheets)

Plan:
DP1149525

Plan of Subdivision of Lot 2 in DP 1132380
 covered by Subdivision Certificate

No ...*CC 954*...of...*19*...of...*19*...

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Restriction on the Use of Land	1002, 1003, 1007 1009, 1010, 1015 to 1017 inclusive, 1020 to 1023 inclusive, 1026, 1029, 1030, that part of 1032 marked "Z" & that part of 1036 marked "Y"	Penrith City Council
5.	Positive Covenant	1001, 1015 to 1018 inclusive & 1031	Penrith City Council
6.	Restriction on the Use of Land	1036 & 1037	Penrith City Council
7.	Restriction on the Use of Land (C)	That part of 1036 marked "C"	1026 to 1031 inclusive
8.	Easement to Drain Water 1.5 wide (B)	1001 1015 1018	That part of 1032 marked "W" 1016 1017
9.	Easement for Padmount Substation 2.75 wide (K)	1032 and 1035	Integral Energy Australia
10.	Restriction on the Use of Land (J)	That part of 1032 and 1035 marked "J"	Integral Energy Australia


 Authorised Officer
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 14 sheets)

Plan:

DP1149525

Plan of Subdivision of Lot 2 in DP 1132380
 covered by Subdivision Certificate

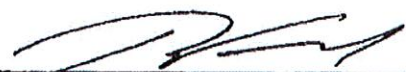
No CC054/10 of 19/11/10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
11.	Restriction on the Use of Land (I)	That part of 1032 and part of 1035 marked "I"	Integral Energy Australia
12.	Easement for Underground Cables 1 wide (L)	1035	Integral Energy Australia
13.	Restriction on the Use of Land (D)	That part of 1036 marked "D"	Penrith City Council
14.	Positive Covenant (E)	That part of 1036 marked "E"	Penrith City Council
15.	Easement to Drain Water 2.0 wide (F)	1027	That part of 1036 marked "X"
16.	Restriction on the use of Land	1031	Penrith City Council

PART 2 (Terms)

1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED ONE IN THE PLAN

- (a) The Burdened Lot shall not be used for any purpose other than as a site for residential premises.
- (b) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary


 Authorised Officer
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 14 sheets)

Plan:

DP1149525

Plan of Subdivision of Lot 2 in DP 1132380
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landscaping and fencing complies with the Building and Siting Guidelines which St Marys Land Limited (SML) requires to apply to the Development from time to time.

- (c) The Owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:

- (i) erect any building or structure
- (ii) carry out any siteworks (including fencing, excavation, filling or retaining walls)
- (iii) erect a fence or wall
- (iv) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
- (v) erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

SML will not unreasonably or capriciously refuse or withhold any such approval. A refusal shall not be or be deemed unreasonable or capricious if an expert in the field as nominated by both parties shall have certified that the proposed works:

- (A) do not comply with the Building and Siting Guidelines
- (B) do not conform with the general standards of design and planning of the Development, or
- (C) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.

- (d) The Burdened Lot will not be subdivided other than whilst SML shall be the owner.

- (e) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2020 unless a



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(Sheet 5 of 14 sheets)

Plan:
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Plan of Subdivision of Lot 2 in DP 1132380
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dwelling approved by SML in accordance with paragraph (b) has been
completed upon the Burdened Lot, and

- (ii) Sub-paragraph (e) (i) shall not apply in the case of a transfer of the
Burdened Lot from the executor of the will or the administrator of the
estate of the Owner to a person entitled to the Burdened Lot under the
will or upon the intestacy of the Owner,

PROVIDED ALWAYS THAT SML may from time to time in its absolute
discretion by written instrument modify waive or release any of these restrictions
on the use of land in respect of the Burdened Lot.

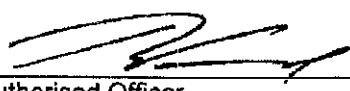
- (f) These restrictions on the use of the land shall expire and have no further force
or effect upon the Sunset Date.

**2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED TWO IN THE
PLAN**

- (a) The Owner must not erect any retaining wall which will be publicly visible or
which has a proposed height in excess of 900 mm on the Burdened Lot
unless it is a masonry retaining wall.
- (b) No building shall be constructed on the Burdened Lot which has a two storey
zero lot line wall. The second or upper storey dwelling component on the
Burdened Lot above the single storey zero lot line wall must be set back a
minimum distance of 900 mm from the lot boundary other than any upper
storey eaves and gutter components which must be set back a minimum of
450 mm from the boundary of the Burdened Lot.
- (c) The Owner must not erect or allow to remain on the Burdened Lot any eaves,
guttering or services to overhang the boundary of the Burdened Lot.
- (d) Any future building platform on the Burdened Lot is to be minimised above
natural ground level. In addition, the use of drop edge beams is encouraged
over the use of retaining walls.

**3. TERMS OF EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)
NUMBERED THREE IN THE PLAN**

- (a) The proprietor of the Benefited Lot and persons authorised by him may:



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Penrith City Council

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Plan:
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- (i) enter upon the Burdened Lot but only within the site of this easement
 - (ii) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
 - (iii) remain on the site of this easement for any reasonable time for the said purposes, and
 - (iv) provide a 650 mm drop edge beam to all zero boundary construction walls, and if required to retaining walls also.
- (b) In exercising those powers the proprietor of the Benefited Lot must:
- (i) cause as little inconvenience to the Owner or occupier of the Burdened Lot
 - (ii) cause as little damage as possible to the Burdened Lot, and
 - (iii) restore as nearly as is practicable the Burdened Lot to its former condition.
- (c) The Owner shall not do the following over the site of the easement:
- (i) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property
 - (ii) erect any building or other structure of any kind other than the eaves and gutter on the first floor storey of any building or structure on the Burdened Lot, or
 - (iii) place any obstructions, for example, services such as electrical meter boxes, stormwater or sewer pipes or eaves but excepting any fascia and gutter on the ground floor.

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED FOUR IN THE PLAN

No dispute resolution arising from the use of the easement for access and maintenance and repair or maintenance and repair of the zero lot line walls numbered

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Plan:
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three in the Plan shall involve the Council. This is the responsibility of the Owners and the proprietors of the Benefited and should be resolved in a court of appropriate jurisdiction.

5. TERMS OF POSITIVE COVENANT NUMBERED FIVE IN THE PLAN

The Owner must ensure that the dwelling on the Burdened Lot must be designed to achieve internal noise levels which do not on a daily basis exceed 55 decibels during the hours of 7 am to 10 pm and 50 decibels during the hours of 10 pm to 7 am. Certification that the dwelling achieves these criteria shall be provided by a suitably qualified building assessor.

6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED SIX IN THE PLAN

No further development of any Burdened Lot is to take place unless it is approved by development consent. Such approval is likely to require, but not be restricted to, provision of services (water, sewer, electricity, gas and telephone), construction of road and drainage works, the provision of lot fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal archaeology, bushfire protection, garbage collection, provision of visitor car parking, compliance with the Western Precinct Development Control Strategy and suitability of the Burdened Lot for any intended use.

7. TERMS OF RESTRICTION ON THE USE OF LAND (C) NUMBERED SEVEN IN THE PLAN

- (a) Prior to the commencement of any building works on the Benefited Lot, the Burdened Lot must be managed as an 'Inner Protection Area' as outlined within the 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.
- (b) This restriction can be extinguished upon commencement of any future proposed development on an adjacent Burdened Lot, but only if the hazard is removed as part of the proposal.

8. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE (B) NUMBERED EIGHT IN THE PLAN

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


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(Sheet 8 of 14 sheets)

Plan:

DP1149525

Plan of Subdivision of Lot 2 in DP 1132380
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**9. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K)
NUMBERED NINE IN THE PLAN**

An easement for padmount substation in the terms set out in Memorandum 9262886
filed in the office of the Land and Property Management Authority, New South Wales..

**10. TERMS OF RESTRICTION ON THE USE OF LAND (J) NUMBERED TEN IN THE
PLAN**

(a) No building shall be erected or permitted to remain within the restriction site
unless:

- (i) the external surface of the building erected within 1.5 metres from the
substation footing has a 120/120/120 fire rating, and
- (ii) the external surface of the building erected more than 1.5 metres from
the substation footing has a 60/60/60 fire rating

and the Owner provides the authority benefited with an engineer's certificate
to this effect.

(b) The fire ratings mentioned in paragraph (a) above must be achieved without
the use of fire fighting systems such as automatic sprinklers.

(c) Definitions:

"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.

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

"erect" includes construct, install, build and maintain.

 "restriction site" means that part of the Burdened Lot affected by the
restriction on the use of land numbered ten as shown on the Plan ~~up to a~~
~~maximum height of 6 metres from the level of the substation footing.~~



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Plan:
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**11. TERMS OF RESTRICTION ON THE USE OF LAND (I) NUMBERED ELEVEN IN
THE PLAN**

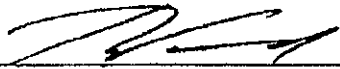
- (a) No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- (b) In this restriction, the following words shall have the meanings given:
 - (i) "erect" includes construct, install, build and maintain.
 - (ii) "restriction site" means that part of the Burdened Lot affected by the restriction on the use of land numbered eleven as shown on the Plan.

**12. TERMS OF EASEMENT FOR UNDERGROUND CABLES 1 WIDE (L) NUMBERED
TWELVE IN THE PLAN**

An easement for underground cables in the terms set out in Memorandum 9262885 filed in the office of Land and Property Information New South Wales.

**13. TERMS OF RESTRICTION ON THE USE OF LAND (D) NUMBERED THIRTEEN IN
THE PLAN**

- (a) The Owner covenants as follows with the authority benefited in respect to the Device constructed and or installed on the Burdened Lot that they will not without the prior and express written consent of the authority benefited:
 - (i) do any act, matter or thing which would prevent the Device from operating in a safe and efficient manner
 - (ii) make or permit or suffer the making of any alterations or additions to the Device, or
 - (iii) allow any development within the meaning of the *Environmental Planning and Assessment Act 1979* to encroach upon the Device.
- (b) This restriction shall bind all persons who are or claim under the owner as stipulated in section 88E of the Act.



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Penrith City Council

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Plan:

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14. TERMS OF POSITIVE COVENANT (E) NUMBERED FOURTEEN IN THE PLAN

- (a) The Owner covenants as follows with the authority benefited in respect of the Device constructed and or installed on the Burdened Lot, that they will:
- (i) keep the device clean and free from silt, rubbish and debris
 - (ii) maintain and repair the Device at the sole expense of the owner, so that it functions in a safe and efficient manner, for a period of three years from the date of practical completion of relevant works of the sub-catchment
 - (iii) for the purposes of ensuring observance of this covenant, permit Council or authorised agent(s) from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the Burdened Lot and inspect the condition of the Device and the state of construction, maintenance or repair of the Device for compliance with the requirements of this covenant
 - (iv) notify Council after each programmed maintenance inspection, and
 - (v) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the Device and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (b) Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
- (i) in the event that the Owner fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Burdened Lot with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in paragraph 14(a)(v), and
 - (ii) Council may recover from the Owner in a court of competent jurisdiction:

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- (i) any expense reasonably incurred by it in exercising its powers in paragraph 14(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work, and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with costs, charges and expenses of registration of a covenant pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (c) This covenant shall bind all persons who are or claim under the owner as stipulated in section 88E(5) of the Act.
- 15. TERMS OF EASEMENT TO DRAIN WATER 2.0 WIDE (F) NUMBERED FIFTEEN IN THE PLAN**
- An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.
- 16. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED SIXTEEN IN THE PLAN**
- The western boundary of the Burdened Lot shall not be used nor shall any part thereof be used as a means of vehicular or pedestrian access or route to or from any part of Sandstock Crescent and no Owner shall pass or repass nor shall that Owner permit or authorise any of his employees, visitors or authorised persons to pass or repass across the western boundary between Sandstock Crescent and the Burdened Lot without consent of the Council (which consent may at any time be revoked by the said Council at its absolute discretion)

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION NUMBERED ONE IN THE PLAN**

St Marys Land Limited



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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Plan of Subdivision of Lot 2 in DP 1132380
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NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS NUMBERED THREE, EIGHT AND FIFTEEN AND THE RESTRICTIONS
NUMBERED TWO, FOUR, SIX, SEVEN, THIRTEEN AND SIXTEEN AND POSITIVE
COVENANT NUMBERED FIVE AND FOURTEEN

Penrith City Council

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS NUMBERED NINE AND TWELVE AND THE RESTRICTIONS NUMBERED
TEN AND ELEVEN

Integral Energy Australia

DEFINITIONS & INTERPRETATION

1. In this instrument:
 - (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing to the singular number shall include the plural and vice versa, and
 - (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.
2. In this instrument, the following words shall have the meanings given:

"Act" means the *Conveyancing Act 1919*.

"Benefited Lot" means any lot which has the benefit of an easement or restriction created by the Plan.

"Building and Siting Guidelines" means the Building and Siting Guidelines which regulate all building and ancillary landscaping work within the Development of which the Burdened Lot forms part as may be varied from time to time.

"Burdened Lot" means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:

 - (i) each and every part of a Burdened Lot, and



Authorised Officer
Penrith City Council

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- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

"Council" means Penrith City Council.

"Development" means the proposed residential development of the Western Precinct.

"Device" means the stormwater quality improvement device(s) constructed and or installed on the Burdened Lot as detailed on the plans approved by Council as Construction Certificate No. CCX10/0012 on 11 May 2010 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

"Owner" means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

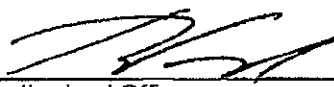
"Plan" means the plan of subdivision to which this instrument relates.

"SML" means St Marys Land Limited ABN 32 088 278 602 the registered proprietor of the land and includes its successor, permitted assigns, any attorney, delegate or appointees of St Marys Land Limited.

"Sunset Date" means the first to occur of:

- (i) 31 December 2020, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).

"Western Precinct" means the land comprised in lot 2 in deposited plan 1132380.



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Penrith City Council

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DP1149525

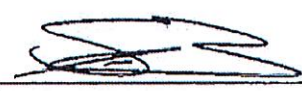
Plan of Subdivision of Lot 2 in DP 1132380
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No CC054/10 of 19/11/10

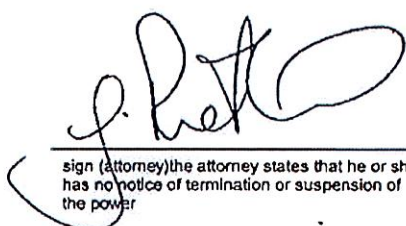
THE COMMON SEAL of
Signed by St Marys
Land Limited was hereunto affixed by the
authority of the Directors
In the presence of:

 **Common Seal**
A.C.N.
088 278 602

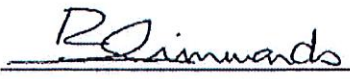

Kenneth Leslie James
office (director or secretary)
Secretary
full name


Simon Dennis Basheer
office (director or secretary)
Director
full name


Signed by Integral
Energy Australia by
its attorney under
power of attorney
book 45094573
no 838 297


sign (attorney) the attorney states that he or she
has no notice of termination or suspension of
the power
Geoffrey Reithmuller (attorney)
Network Property Manager
full name (attorney)

URS 11231

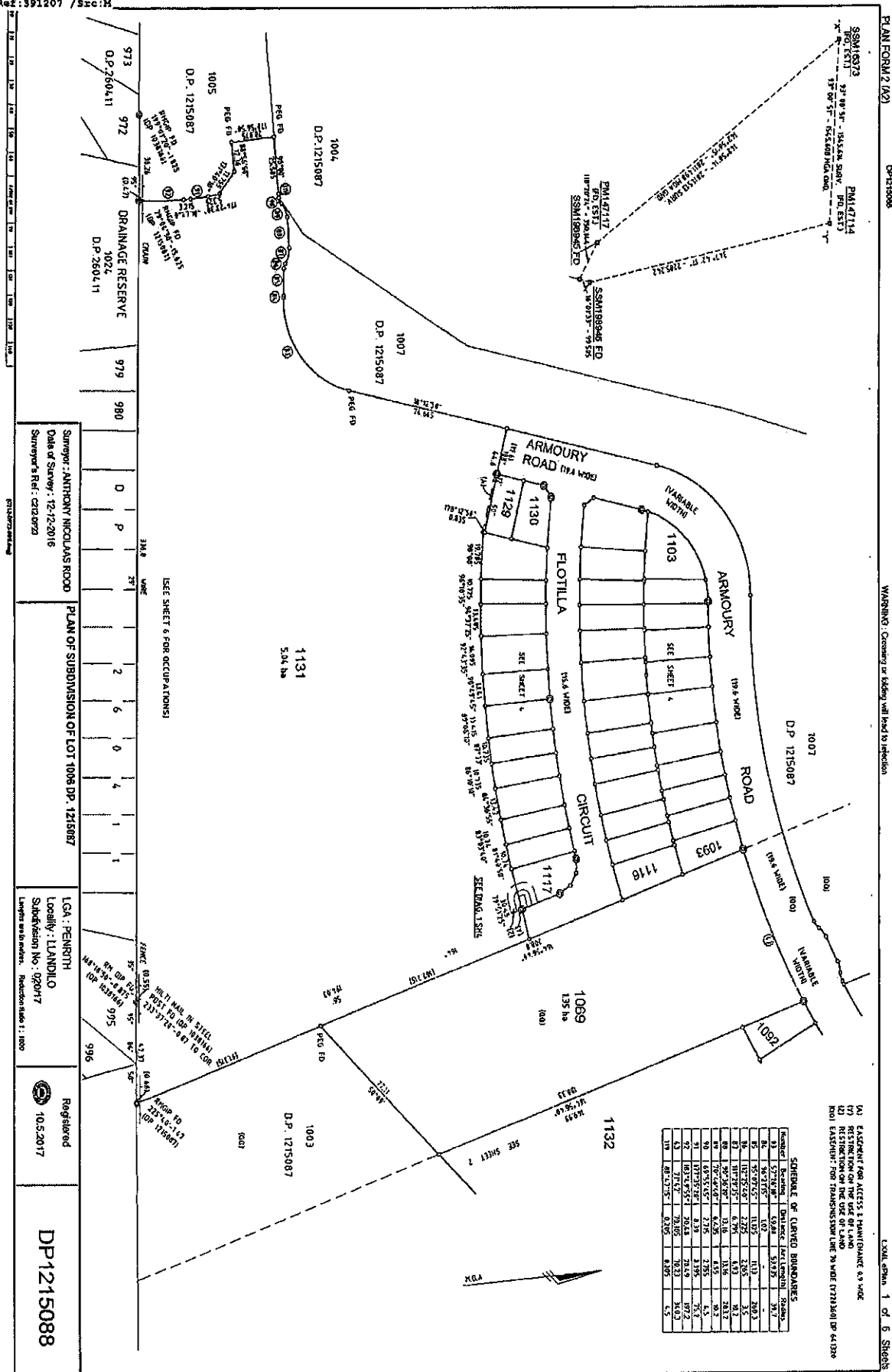

sign (witness)
the witness states that he or she is not a party
and was present when the attorney signed
Raymond Simmonds
full name (witness) **cl - Integral Energy**
51 Huntingwood Drive
Huntingwood NSW 2148
address (witness)

REGISTERED  20.12.2010

JSHVHZ3FOW


Authorised Officer
Penrith City Council

Req:R904794 /Doc:DP 1213088 F /Rev:11-May-2017 /Sta:SC.OK /Pgs:ALL /Prt:23-Jun-2017 08:52 /Seq:1 of 8
Ref:391207 /Src:M



PLAN FORM 2 (A2)

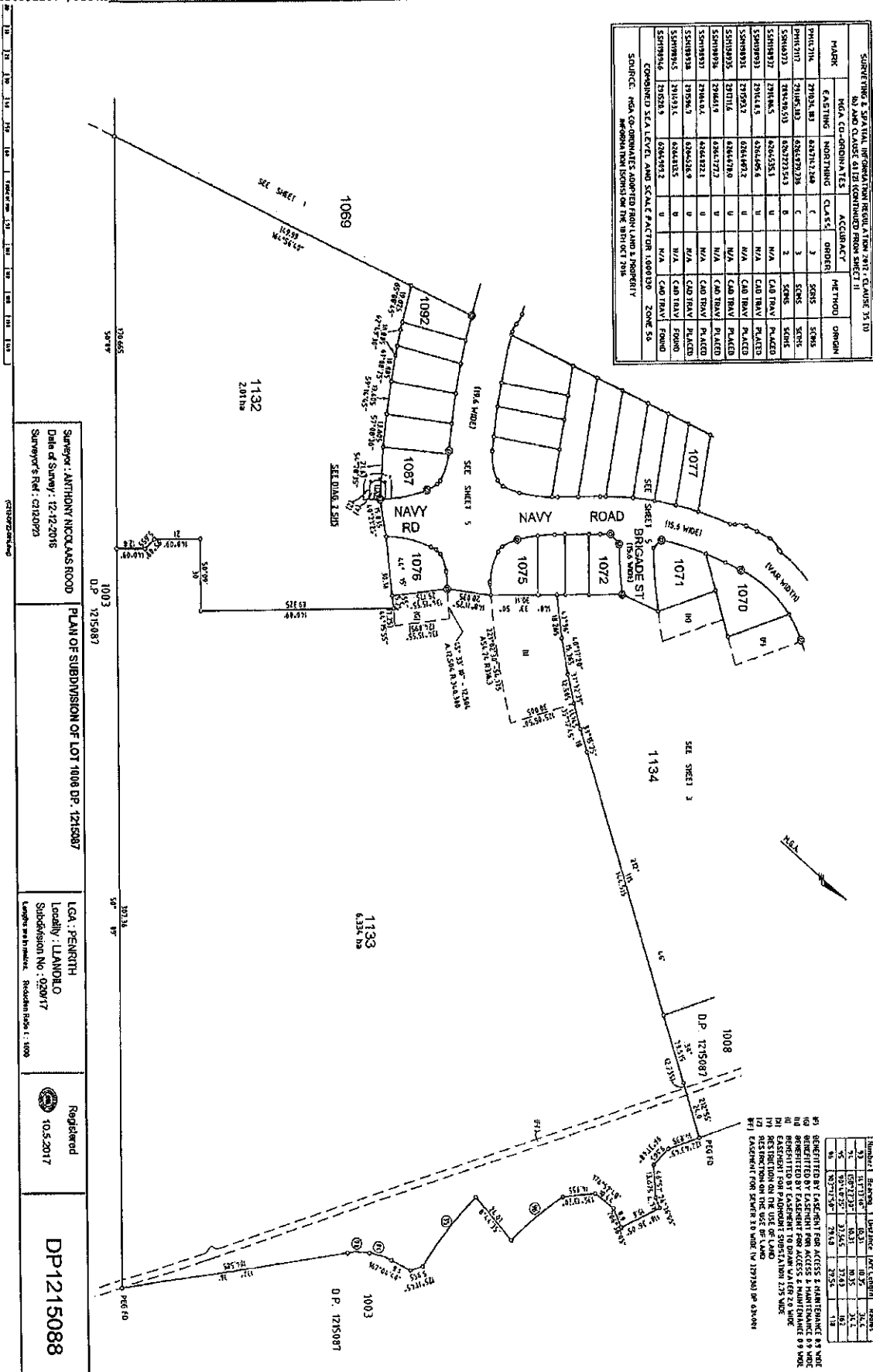
DP1215088

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LYAN, 2 of 8 Sheets

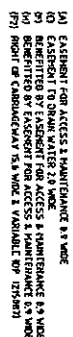
SURVEYING & SPATIAL INFORMATION REGULATION (SIR) - CLAUSE 35 (1)				
MGA CO-ORDINATES				
MARK	EASTING	NORTHING	CLAS	ORDER
1003	27034.83	426711.48	C	3
1004	27035.13	426711.38	C	3
1005	27035.43	426711.28	C	3
1006	27035.73	426711.18	C	3
1007	27036.03	426711.08	C	3
1008	27036.33	426710.98	C	3
1009	27036.63	426710.88	C	3
1010	27036.93	426710.78	C	3
1011	27037.23	426710.68	C	3
1012	27037.53	426710.58	C	3
1013	27037.83	426710.48	C	3
1014	27038.13	426710.38	C	3
1015	27038.43	426710.28	C	3
1016	27038.73	426710.18	C	3
1017	27039.03	426710.08	C	3
1018	27039.33	426709.98	C	3
1019	27039.63	426709.88	C	3
1020	27039.93	426709.78	C	3
1021	27040.23	426709.68	C	3
1022	27040.53	426709.58	C	3
1023	27040.83	426709.48	C	3
1024	27041.13	426709.38	C	3
1025	27041.43	426709.28	C	3
1026	27041.73	426709.18	C	3
1027	27042.03	426709.08	C	3
1028	27042.33	426708.98	C	3
1029	27042.63	426708.88	C	3
1030	27042.93	426708.78	C	3
1031	27043.23	426708.68	C	3
1032	27043.53	426708.58	C	3
1033	27043.83	426708.48	C	3
1034	27044.13	426708.38	C	3
1035	27044.43	426708.28	C	3
1036	27044.73	426708.18	C	3
1037	27045.03	426708.08	C	3
1038	27045.33	426707.98	C	3
1039	27045.63	426707.88	C	3
1040	27045.93	426707.78	C	3
1041	27046.23	426707.68	C	3
1042	27046.53	426707.58	C	3
1043	27046.83	426707.48	C	3
1044	27047.13	426707.38	C	3
1045	27047.43	426707.28	C	3
1046	27047.73	426707.18	C	3
1047	27048.03	426707.08	C	3
1048	27048.33	426706.98	C	3
1049	27048.63	426706.88	C	3
1050	27048.93	426706.78	C	3
1051	27049.23	426706.68	C	3
1052	27049.53	426706.58	C	3
1053	27049.83	426706.48	C	3
1054	27050.13	426706.38	C	3
1055	27050.43	426706.28	C	3
1056	27050.73	426706.18	C	3
1057	27051.03	426706.08	C	3
1058	27051.33	426705.98	C	3
1059	27051.63	426705.88	C	3
1060	27051.93	426705.78	C	3
1061	27052.23	426705.68	C	3
1062	27052.53	426705.58	C	3
1063	27052.83	426705.48	C	3
1064	27053.13	426705.38	C	3
1065	27053.43	426705.28	C	3
1066	27053.73	426705.18	C	3
1067	27054.03	426705.08	C	3
1068	27054.33	426704.98	C	3
1069	27054.63	426704.88	C	3
1070	27054.93	426704.78	C	3
1071	27055.23	426704.68	C	3
1072	27055.53	426704.58	C	3
1073	27055.83	426704.48	C	3
1074	27056.13	426704.38	C	3
1075	27056.43	426704.28	C	3
1076	27056.73	426704.18	C	3
1077	27057.03	426704.08	C	3
1078	27057.33	426703.98	C	3
1079	27057.63	426703.88	C	3
1080	27057.93	426703.78	C	3
1081	27058.23	426703.68	C	3
1082	27058.53	426703.58	C	3
1083	27058.83	426703.48	C	3
1084	27059.13	426703.38	C	3
1085	27059.43	426703.28	C	3
1086	27059.73	426703.18	C	3
1087	27060.03	426703.08	C	3
1088	27060.33	426702.98	C	3
1089	27060.63	426702.88	C	3
1090	27060.93	426702.78	C	3
1091	27061.23	426702.68	C	3
1092	27061.53	426702.58	C	3
1093	27061.83	426702.48	C	3
1094	27062.13	426702.38	C	3
1095	27062.43	426702.28	C	3
1096	27062.73	426702.18	C	3
1097	27063.03	426702.08	C	3
1098	27063.33	426701.98	C	3
1099	27063.63	426701.88	C	3
1100	27063.93	426701.78	C	3
1101	27064.23	426701.68	C	3
1102	27064.53	426701.58	C	3
1103	27064.83	426701.48	C	3
1104	27065.13	426701.38	C	3
1105	27065.43	426701.28	C	3
1106	27065.73	426701.18	C	3
1107	27066.03	426701.08	C	3
1108	27066.33	426700.98	C	3
1109	27066.63	426700.88	C	3
1110	27066.93	426700.78	C	3
1111	27067.23	426700.68	C	3
1112	27067.53	426700.58	C	3
1113	27067.83	426700.48	C	3
1114	27068.13	426700.38	C	3
1115	27068.43	426700.28	C	3
1116	27068.73	426700.18	C	3
1117	27069.03	426700.08	C	3
1118	27069.33	426699.98	C	3
1119	27069.63	426699.88	C	3
1120	27069.93	426699.78	C	3
1121	27070.23	426699.68	C	3
1122	27070.53	426699.58	C	3
1123	27070.83	426699.48	C	3
1124	27071.13	426699.38	C	3
1125	27071.43	426699.28	C	3
1126	27071.73	426699.18	C	3
1127	27072.03	426699.08	C	3
1128	27072.33	426698.98	C	3
1129	27072.63	426698.88	C	3
1130	27072.93	426698.78	C	3
1131	27073.23	426698.68	C	3
1132	27073.53	426698.58	C	3
1133	27073.83	426698.48	C	3
1134	27074.13	426698.38	C	3
1135	27074.43	426698.28	C	3
1136	27074.73	426698.18	C	3
1137	27075.03	426698.08	C	3
1138	27075.33	426697.98	C	3
1139	27075.63	426697.88	C	3
1140	27075.93	426697.78	C	3
1141	27076.23	426697.68	C	3
1142	27076.53	426697.58	C	3
1143	27076.83	426697.48	C	3
1144	27077.13	426697.38	C	3
1145	27077.43	426697.28	C	3
1146	27077.73	426697.18	C	3
1147	27078.03	426697.08	C	3
1148	27078.33	426696.98	C	3
1149	27078.63	426696.88	C	3
1150	27078.93	426696.78	C	3
1151	27079.23	426696.68	C	3
1152	27079.53	426696.58	C	3
1153	27079.83	426696.48	C	3
1154	27080.13	426696.38	C	3
1155	27080.43	426696.28	C	3
1156	27080.73	426696.18	C	3
1157	27081.03	426696.08	C	3
1158	27081.33	426695.98	C	3
1159	27081.63	426695.88	C	3
1160	27081.93	426695.78	C	3
1161	27082.23	426695.68	C	3
1162	27082.53	426695.58	C	3
1163	27082.83	426695.48	C	3
1164	27083.13	426695.38	C	3
1165	27083.43	426695.28	C	3
1166	27083.73	426695.18	C	3
1167	27084.03	426695.08	C	3
1168	27084.33	426694.98	C	3
1169	27084.63	426694.88	C	3
1170	27084.93	426694.78	C	3
1171	27085.23	426694.68	C	3
1172	27085.53	426694.58	C	3
1173	27085.83	426694.48	C	3
1174	27086.13	426694.38	C	3
1175	27086.43	426694.28	C	3
1176	27086.73	426694.18	C	3
1177	27087.03	426694.08	C	3
1178	27087.33	426693.98	C	3
1179	27087.63	426693.88	C	3
1180	27087.93	426693.78	C	3
1181	27088.23	426693.68	C	3
1182	27088.53	426693.58	C	3
1183	27088.83	426693.48	C	3
1184	27089.13	426693.38	C	3
1185	27089.43	426693.28	C	3
1186	27089.73	426693.18	C	3
1187	27090.03	426693.08	C	3
1188	27090.33	426692.98	C	3
1189	27090.63	426692.88	C	3
1190	27090.93	426692.78	C	3
1191	27091.23	426692.68	C	3
1192	27091.53	426692.58	C	3
1193	27091.83	426692.48	C	3
1194	27092.13	426692.38	C	3
1195	27092.43	426692.28	C	3
1196	27092.73	426692.18	C	3
1197	27093.03	426692.08	C	3
1198	27093.33	426691.98	C	3
1199	27093.63	426691.88	C	3
1200	27093.93	426691.78	C	3
1201	27094.23	426691.68	C	3
1202	27094.53	426691.58	C	3
1203	27094.83	426691.48	C	3
1204	27095.13	426691.38	C	3
1205	27095.43	426691.28	C	3
1206	27095.73	426691.18	C	3
1207	27096.03	426691.08	C	3
1208	27096.33	426690.98	C	3
1209	27096.63	426690.88	C	3
1210	27096.93	426690.78	C	3
1211	27097.23	426690.68	C	3
1212	27097.53	426690.58	C	3
1213	27097.83	426690.48	C	3
1214	27098.13	426690.38	C	3
1215	27098.43	426690.28	C	3
1216	27098.73	426690.18	C	3
1217	27099.03	426690.08	C	3
1218	27099.33	426689.98	C	3
1219	27099.63	426689.88	C	3
1220	27100.00	426689.78	C	3

SOURCE: MGA CO-ORDINATES ADAPTED FROM LAND & PROPERTY INFORMATION SYSTEMS ON THE 10/10/2015



S

20	10	20	30	40	50	60	70000 or less	75	100	125	150	175
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#	NAME	DOB	AGE	MM
15	LEHMAN, D	28.06.4	27.337	52.290
16	LEWIS, P	9.58.2	15.848	131.200
17	LEWIS, P	11.88.0	26.848	137.200
18	LEWIS, S	26.65.0	26.848	242.200
19	LEWIS, P	21.58.6	23.195	262.800
20	LEWIS, S	4.73.6	4.73.6	137.200
21	LEWIS, P	31.55.3	33.537	602.800
22	LEWIS, P	13.39.0	13.39.0	415.800
23	LEWIS, P	17.57.9	17.57.9	53.200
24	LEWIS, P	16.67.0	16.67.0	152.800
25	LEWIS, P	2.22.1	2.22.1	3.55.4
26	LEWIS, P	5.50.5	5.50.5	8.55.0
27	LEWIS, P	6.82.8	6.82.8	70.60.0
28	LEWIS, P	5.75.4	5.75.4	65.50.0
29	LEWIS, P	0.89.0	0.89.0	3.23.0
30	LEWIS, P	10.78.2	10.78.2	10.95.0
31	LEWIS, P	19.70.2	19.70.2	67.77.5
32	LEWIS, P	4.73.62	4.73.62	430.200

SCHEDULE OF REFERENCE MARKS PLACED			
NO.	Bearing	Distance	Mark
B112	61°19'30"	13.05	DM
B113	64°33'40"	12.76	DM
B114	54°24'50"	13.55	DM
B118	64°13'40"	11.70	DM
B119	64°13'30"	13.65	DM
B120	54°47'30"	11.55	DM
B121	59°44'30"	13.65	DM
B122	57°18'30"	13.65	DM
B123	58°27'40"	11.54	DM
B124	58°27'40"	11.54	DM
B125	59°30'55"	14.00	5.04119037
B126	115°47'40"	11.85	DM

PLAN FORM 2 (A2)
DP1215088

WARNING: Creating or folding will lead to rejection

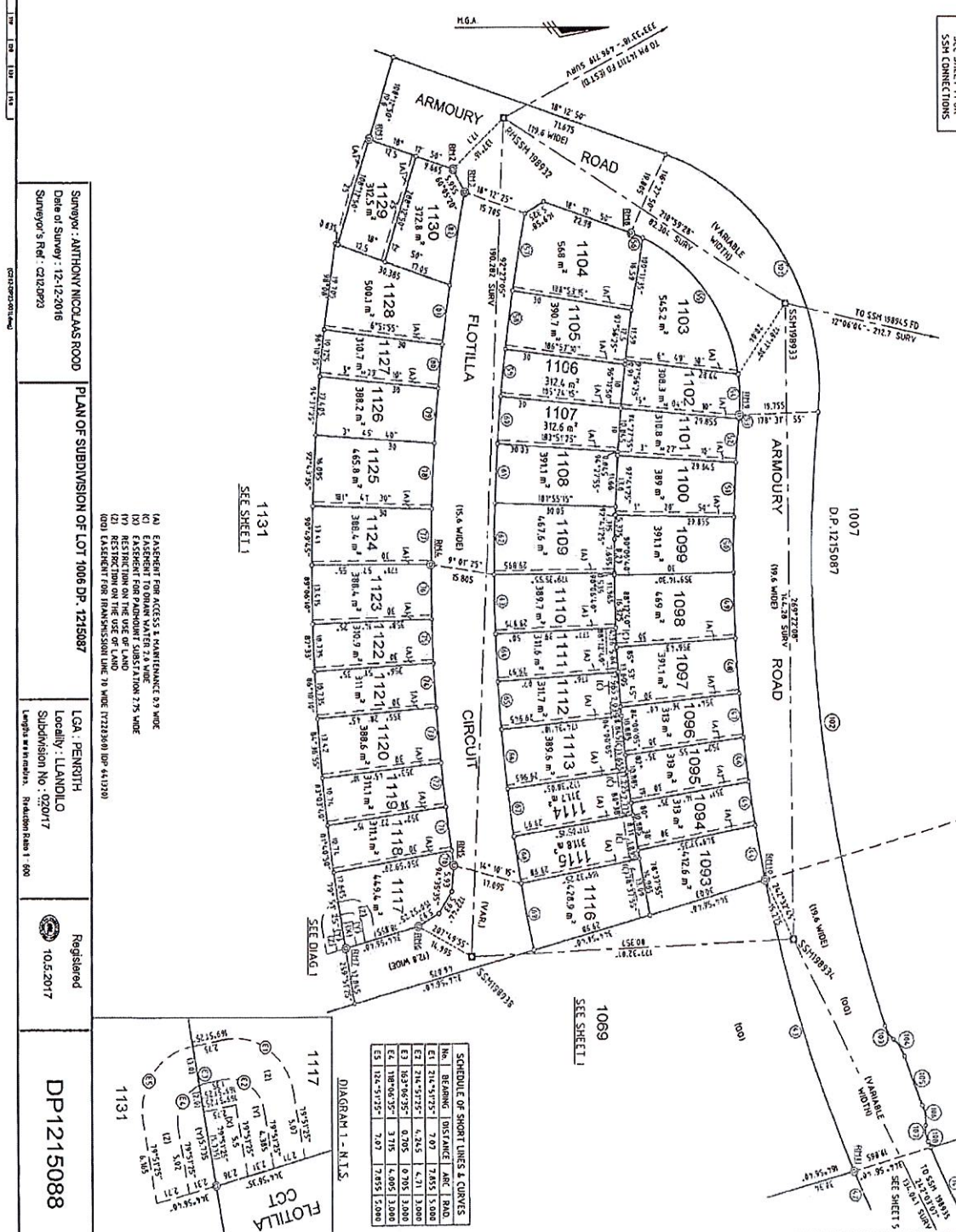
Scale: 1:1000

SCHEDULE OF REFERENCE MARKS PLACED

No.	BEARING	DIST	TYPE
RH1	107°36'50"	3.590	DMH
RH2	107°38'50"	4.395	DMH
RH3	127°06'20"	4.585	DMH
RH4	105°56'00"	3.595	DMH
RH5	127°31'40"	4.395	DMH
RH6	127°35'40"	4.395	DMH
RH7	125°50'30"	4.395	DMH
RH8	125°50'30"	4.395	DMH
RH9	125°50'30"	4.395	DMH
RH10	125°50'30"	4.395	DMH
RH11	125°50'30"	4.395	DMH
RH12	125°50'30"	4.395	DMH
RH13	125°50'30"	4.395	DMH
RH14	125°50'30"	4.395	DMH
RH15	125°50'30"	4.395	DMH
RH16	125°50'30"	4.395	DMH
RH17	125°50'30"	4.395	DMH
RH18	125°50'30"	4.395	DMH
RH19	125°50'30"	4.395	DMH
RH20	125°50'30"	4.395	DMH
RH21	125°50'30"	4.395	DMH
RH22	125°50'30"	4.395	DMH
RH23	125°50'30"	4.395	DMH
RH24	125°50'30"	4.395	DMH
RH25	125°50'30"	4.395	DMH
RH26	125°50'30"	4.395	DMH
RH27	125°50'30"	4.395	DMH
RH28	125°50'30"	4.395	DMH
RH29	125°50'30"	4.395	DMH
RH30	125°50'30"	4.395	DMH
RH31	125°50'30"	4.395	DMH
RH32	125°50'30"	4.395	DMH
RH33	125°50'30"	4.395	DMH
RH34	125°50'30"	4.395	DMH
RH35	125°50'30"	4.395	DMH
RH36	125°50'30"	4.395	DMH
RH37	125°50'30"	4.395	DMH
RH38	125°50'30"	4.395	DMH
RH39	125°50'30"	4.395	DMH
RH40	125°50'30"	4.395	DMH
RH41	125°50'30"	4.395	DMH
RH42	125°50'30"	4.395	DMH
RH43	125°50'30"	4.395	DMH
RH44	125°50'30"	4.395	DMH
RH45	125°50'30"	4.395	DMH
RH46	125°50'30"	4.395	DMH
RH47	125°50'30"	4.395	DMH
RH48	125°50'30"	4.395	DMH
RH49	125°50'30"	4.395	DMH
RH50	125°50'30"	4.395	DMH
RH51	125°50'30"	4.395	DMH
RH52	125°50'30"	4.395	DMH
RH53	125°50'30"	4.395	DMH
RH54	125°50'30"	4.395	DMH
RH55	125°50'30"	4.395	DMH
RH56	125°50'30"	4.395	DMH
RH57	125°50'30"	4.395	DMH
RH58	125°50'30"	4.395	DMH
RH59	125°50'30"	4.395	DMH
RH60	125°50'30"	4.395	DMH
RH61	125°50'30"	4.395	DMH
RH62	125°50'30"	4.395	DMH
RH63	125°50'30"	4.395	DMH
RH64	125°50'30"	4.395	DMH
RH65	125°50'30"	4.395	DMH
RH66	125°50'30"	4.395	DMH
RH67	125°50'30"	4.395	DMH
RH68	125°50'30"	4.395	DMH
RH69	125°50'30"	4.395	DMH
RH70	125°50'30"	4.395	DMH
RH71	125°50'30"	4.395	DMH
RH72	125°50'30"	4.395	DMH
RH73	125°50'30"	4.395	DMH
RH74	125°50'30"	4.395	DMH
RH75	125°50'30"	4.395	DMH
RH76	125°50'30"	4.395	DMH
RH77	125°50'30"	4.395	DMH
RH78	125°50'30"	4.395	DMH
RH79	125°50'30"	4.395	DMH
RH80	125°50'30"	4.395	DMH
RH81	125°50'30"	4.395	DMH
RH82	125°50'30"	4.395	DMH
RH83	125°50'30"	4.395	DMH
RH84	125°50'30"	4.395	DMH
RH85	125°50'30"	4.395	DMH
RH86	125°50'30"	4.395	DMH
RH87	125°50'30"	4.395	DMH
RH88	125°50'30"	4.395	DMH
RH89	125°50'30"	4.395	DMH
RH90	125°50'30"	4.395	DMH
RH91	125°50'30"	4.395	DMH
RH92	125°50'30"	4.395	DMH
RH93	125°50'30"	4.395	DMH
RH94	125°50'30"	4.395	DMH
RH95	125°50'30"	4.395	DMH
RH96	125°50'30"	4.395	DMH
RH97	125°50'30"	4.395	DMH
RH98	125°50'30"	4.395	DMH
RH99	125°50'30"	4.395	DMH
RH100	125°50'30"	4.395	DMH

SCHEDULE OF CURVED LINES

No.	BEARING	DIST	ARC	RADIUS
1	107°36'50"	3.590	3.590	3.590
2	107°38'50"	4.395	4.395	4.395
3	127°06'20"	4.585	4.585	4.585
4	105°56'00"	3.595	3.595	3.595
5	127°31'40"	4.395	4.395	4.395
6	127°35'40"	4.395	4.395	4.395
7	125°50'30"	4.395	4.395	4.395
8	125°50'30"	4.395	4.395	4.395
9	125°50'30"	4.395	4.395	4.395
10	125°50'30"	4.395	4.395	4.395
11	125°50'30"	4.395	4.395	4.395
12	125°50'30"	4.395	4.395	4.395
13	125°50'30"	4.395	4.395	4.395
14	125°50'30"	4.395	4.395	4.395
15	125°50'30"	4.395	4.395	4.395
16	125°50'30"	4.395	4.395	4.395
17	125°50'30"	4.395	4.395	4.395
18	125°50'30"	4.395	4.395	4.395
19	125°50'30"	4.395	4.395	4.395
20	125°50'30"	4.395	4.395	4.395
21	125°50'30"	4.395	4.395	4.395
22	125°50'30"	4.395	4.395	4.395
23	125°50'30"	4.395	4.395	4.395
24	125°50'30"	4.395	4.395	4.395
25	125°50'30"	4.395	4.395	4.395
26	125°50'30"	4.395	4.395	4.395
27	125°50'30"	4.395	4.395	4.395
28	125°50'30"	4.395	4.395	4.395
29	125°50'30"	4.395	4.395	4.395
30	125°50'30"	4.395	4.395	4.395
31	125°50'30"	4.395	4.395	4.395
32	125°50'30"	4.395	4.395	4.395
33	125°50'30"	4.395	4.395	4.395
34	125°50'30"	4.395	4.395	4.395
35	125°50'30"	4.395	4.395	4.395
36	125°50'30"	4.395	4.395	4.395
37	125°50'30"	4.395	4.395	4.395
38	125°50'30"	4.395	4.395	4.395
39	125°50'30"	4.395	4.395	4.395
40	125°50'30"	4.395	4.395	4.395
41	125°50'30"	4.395	4.395	4.395
42	125°50'30"	4.395	4.395	4.395
43	125°50'30"	4.395	4.395	4.395
44	125°50'30"	4.395	4.395	4.395
45	125°50'30"	4.395	4.395	4.395
46	125°50'30"	4.395	4.395	4.395
47	125°50'30"	4.395	4.395	4.395
48	125°50'30"	4.395	4.395	4.395
49	125°50'30"	4.395	4.395	4.395
50	125°50'30"	4.395	4.395	4.395
51	125°50'30"	4.395	4.395	4.395
52	125°50'30"	4.395	4.395	4.395
53	125°50'30"	4.395	4.395	4.395
54	125°50'30"	4.395	4.395	4.395
55	125°50'30"	4.395	4.395	4.395
56	125°50'30"	4.395	4.395	4.395
57	125°50'30"	4.395	4.395	4.395
58	125°50'30"	4.395	4.395	4.395
59	125°50'30"	4.395	4.395	4.395
60	125°50'30"	4.395	4.395	4.395
61	125°50'30"	4.395	4.395	4.395
62	125°50'30"	4.395	4.395	4.395
63	125°50'30"	4.395	4.395	4.395
64	125°50'30"	4.395	4.395	4.395
65	125°50'30"	4.395	4.395	4.395
66	125°50'30"	4.395	4.395	4.395
67	125°50'30"	4.395	4.395	4.395
68	125°50'30"	4.395	4.395	4.395
69	125°50'30"	4.395	4.395	4.395
70	125°50'30"	4.395	4.395	4.395
71	125°50'30"	4.395	4.395	4.395
72	125°50'30"	4.395	4.395	4.395
73	125°50'30"	4.395	4.395	4.395
74	125°50'30"	4.395	4.395	4.395
75	125°50'30"	4.395	4.395	4.395
76	125°50'30"	4.395	4.395	4.395
77	125°50'30"	4.395	4.395	4.395
78	125°50'30"	4.395	4.395	4.395
79	125°50'30"	4.395	4.395	4.395
80	125°50'30"	4.395	4.395	4.395
81	125°50'30"	4.395	4.395	4.395
82	125°50'30"	4.395	4.395	4.395
83	125°50'30"	4.395	4.395	4.395
84	125°50'30"	4.395	4.395	4.395
85	125°50'30"	4.395	4.395	4.395
86	125°50'30"	4.395	4.395	4.395
87	125°50'30"	4.395	4.395	4.395
88	125°50'30"	4.395	4.395	4.395
89	125°50'30"	4.395	4.395	4.395
90	125°50'30"	4.395	4.395	4.395
91	125°50'30"	4.395	4.395	4.395
92	125°50'30"	4.395	4.395	4.395
93	125°50'30"	4.395	4.395	4.395
94	125°50'30"	4.395	4.395	4.395
95	125°50'30"	4.395	4.395	4.395
96	125°50'30"	4.395	4.395	4.395
97	125°50'30"	4.395	4.395	4.395
98	125°50'30"	4.395	4.395	4.395
99	125°50'30"	4.395	4.395	4.395
100	125°50'30"	4.395	4.395	4.395



1131
SEE SHEET 1

1069
SEE SHEET 1

SCHEDULE OF SHORT LINES & CURVES

No.	BEARING	DISTANCE	ARC	RAD.
1	124°37'57"	7.07	7.055	1.000
2	124°37'57"	7.07	7.055	1.000
3	124°37'57"	7.07	7.055	1.000
4	124°37'57"	7.07	7.055	1.000

PLAN FORM 2 (A2)

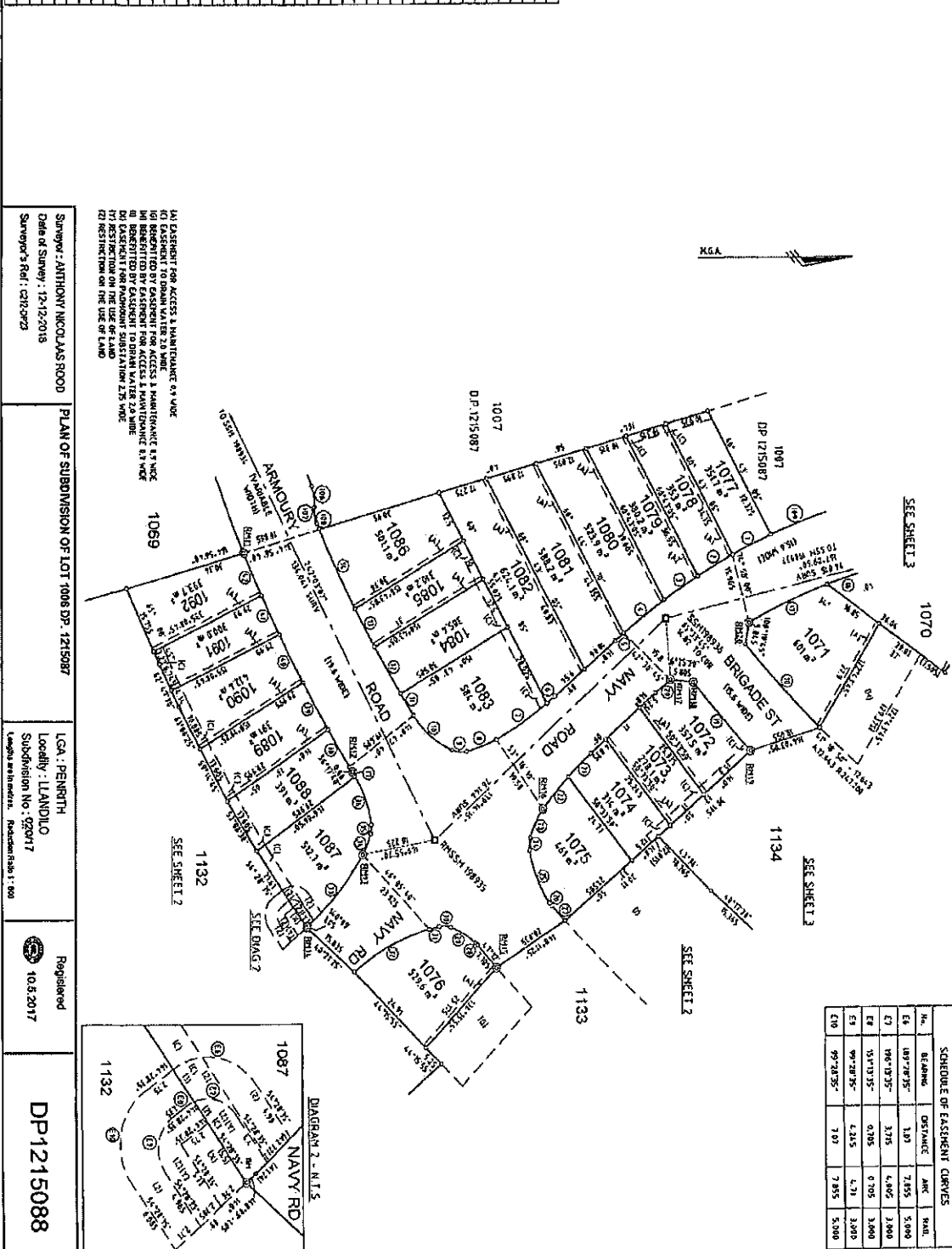
DP1215088

WARNING: Copying or filing will lead to rejection

100% option 5 of 6 Shoph

SCHEDULE OF REFERENCE MARKS PLACED SINCE CONNECTION			
No.	BEARING	DIST.	MARK
RM1	S87°22'56"	3.605	DMH
RM2	S87°22'56"	5.835	DMH
RM3	S87°22'56"	7.880	DMH
RM4	S87°22'56"	10.000	DMH
RM5	S87°22'56"	12.225	DMH
RM6	S87°22'56"	14.545	DMH
RM7	S87°22'56"	16.960	DMH
RM8	S87°22'56"	19.470	DMH
RM9	S87°22'56"	22.075	DMH
RM10	S87°22'56"	24.780	DMH
RM11	S87°22'56"	27.485	DMH
RM12	S87°22'56"	30.190	DMH
RM13	S87°22'56"	32.895	DMH
RM14	S87°22'56"	35.600	DMH
RM15	S87°22'56"	38.305	DMH
RM16	S87°22'56"	41.010	DMH
RM17	S87°22'56"	43.715	DMH
RM18	S87°22'56"	46.420	DMH
RM19	S87°22'56"	49.125	DMH
RM20	S87°22'56"	51.830	DMH
RM21	S87°22'56"	54.535	DMH
RM22	S87°22'56"	57.240	DMH

SCHEDULE OF CURVED LINES			
No.	Bearing	Dist.	Radius
1	S57°22'56"	10.000	57.28
2	S57°22'56"	10.000	57.28
3	S57°22'56"	10.000	57.28
4	S57°22'56"	10.000	57.28
5	S57°22'56"	10.000	57.28
6	S57°22'56"	10.000	57.28
7	S57°22'56"	10.000	57.28
8	S57°22'56"	10.000	57.28
9	S57°22'56"	10.000	57.28
10	S57°22'56"	10.000	57.28
11	S57°22'56"	10.000	57.28
12	S57°22'56"	10.000	57.28
13	S57°22'56"	10.000	57.28
14	S57°22'56"	10.000	57.28
15	S57°22'56"	10.000	57.28
16	S57°22'56"	10.000	57.28
17	S57°22'56"	10.000	57.28
18	S57°22'56"	10.000	57.28
19	S57°22'56"	10.000	57.28
20	S57°22'56"	10.000	57.28
21	S57°22'56"	10.000	57.28
22	S57°22'56"	10.000	57.28
23	S57°22'56"	10.000	57.28
24	S57°22'56"	10.000	57.28
25	S57°22'56"	10.000	57.28
26	S57°22'56"	10.000	57.28
27	S57°22'56"	10.000	57.28
28	S57°22'56"	10.000	57.28
29	S57°22'56"	10.000	57.28
30	S57°22'56"	10.000	57.28
31	S57°22'56"	10.000	57.28
32	S57°22'56"	10.000	57.28
33	S57°22'56"	10.000	57.28
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36	S57°22'56"	10.000	57.28
37	S57°22'56"	10.000	57.28
38	S57°22'56"	10.000	57.28
39	S57°22'56"	10.000	57.28
40	S57°22'56"	10.000	57.28
41	S57°22'56"	10.000	57.28
42	S57°22'56"	10.000	57.28
43	S57°22'56"	10.000	57.28
44	S57°22'56"	10.000	57.28
45	S57°22'56"	10.000	57.28
46	S57°22'56"	10.000	57.28
47	S57°22'56"	10.000	57.28
48	S57°22'56"	10.000	57.28
49	S57°22'56"	10.000	57.28
50	S57°22'56"	10.000	57.28
51	S57°22'56"	10.000	57.28
52	S57°22'56"	10.000	57.28
53	S57°22'56"	10.000	57.28
54	S57°22'56"	10.000	57.28
55	S57°22'56"	10.000	57.28
56	S57°22'56"	10.000	57.28
57	S57°22'56"	10.000	57.28
58	S57°22'56"	10.000	57.28
59	S57°22'56"	10.000	57.28
60	S57°22'56"	10.000	57.28
61	S57°22'56"	10.000	57.28
62	S57°22'56"	10.000	57.28
63	S57°22'56"	10.000	57.28
64	S57°22'56"	10.000	57.28
65	S57°22'56"	10.000	57.28
66	S57°22'56"	10.000	57.28
67	S57°22'56"	10.000	57.28
68	S57°22'56"	10.000	57.28
69	S57°22'56"	10.000	57.28
70	S57°22'56"	10.000	57.28
71	S57°22'56"	10.000	57.28
72	S57°22'56"	10.000	57.28
73	S57°22'56"	10.000	57.28
74	S57°22'56"	10.000	57.28
75	S57°22'56"	10.000	57.28
76	S57°22'56"	10.000	57.28
77	S57°22'56"	10.000	57.28
78	S57°22'56"	10.000	57.28
79	S57°22'56"	10.000	57.28
80	S57°22'56"	10.000	57.28
81	S57°22'56"	10.000	57.28
82	S57°22'56"	10.000	57.28
83	S57°22'56"	10.000	57.28
84	S57°22'56"	10.000	57.28
85	S57°22'56"	10.000	57.28
86	S57°22'56"	10.000	57.28
87	S57°22'56"	10.000	57.28
88	S57°22'56"	10.000	57.28
89	S57°22'56"	10.000	57.28
90	S57°22'56"	10.000	57.28
91	S57°22'56"	10.000	57.28
92	S57°22'56"	10.000	57.28
93	S57°22'56"	10.000	57.28
94	S57°22'56"	10.000	57.28
95	S57°22'56"	10.000	57.28
96	S57°22'56"	10.000	57.28
97	S57°22'56"	10.000	57.28
98	S57°22'56"	10.000	57.28
99	S57°22'56"	10.000	57.28
100	S57°22'56"	10.000	57.28



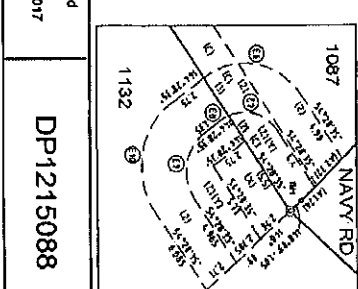
Survey: ANTHONY NICOLAS ROOD
 Date of Survey: 12-12-2018
 Surveyor's Ref: C180723

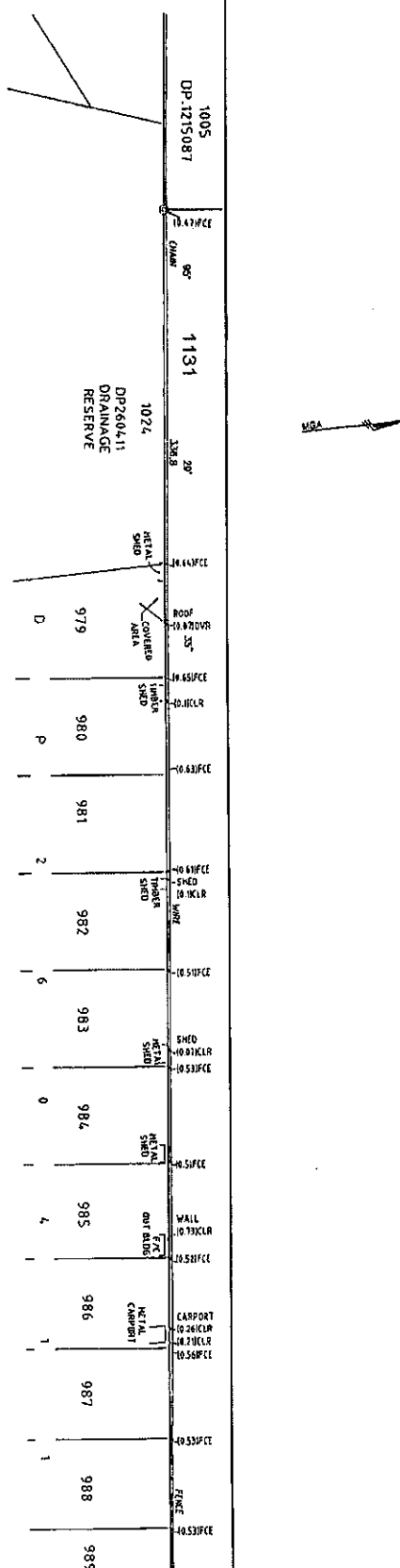
PLAN OF SUBMISSION OF LOT 1088 DP 1215088

LGA: PENRITH
 Locality: LLANDILO
 Subdivision No: 52917
 Length of this section: 1.000

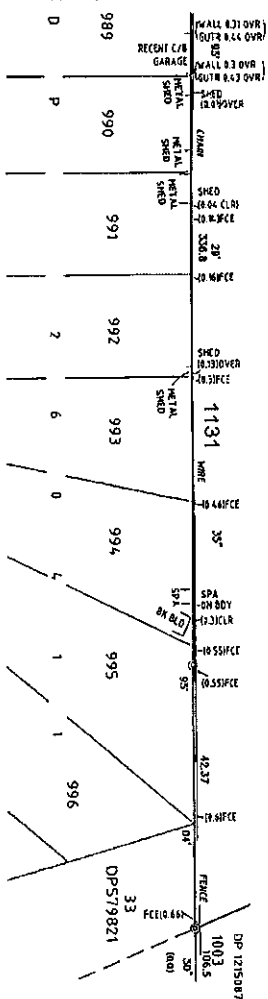
Registered
 10.5.2017

DP1215088





CONTINUED ABOVE



Surveyor: ANTHONY NICOLAAS ROO
Date of Survey: 12-12-2016
Surveyor's Ref: c212-0023

D PLAN OF SUBDIVISION OF LOT 1006 IN DP 121508

LGA : PENRITH
Locality : LLANDILO
Subdivision No : 020117

Registered
10.5.2017

DP1215088

PLAN FORM 6 (2013)

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 Sheet(s)
Registered :  10.5.2017 Title System : TORRENS Purpose : SUBDIVISION	Office Use Only Office Use Only DP1215088	
PLAN OF SUBDIVISION OF LOT 1006 DP. 1215087	LGA : PENRITH Locality : JORDAN SPRINGS L LANDILO 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, ANTHONY NICOLAAS ROOD of RPS Australia East Pty Ltd GPO BOX 4401 SYDNEY a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 12-12-2016. *(b) The part of the land shown in the plan ("being" excluding A Let x to x inclusive and statements) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature: Dated: 12-12-2016 Surveyor ID: 1933 Datum Line: 'X' - 'Y' Type: *Urban / *Rural The terrain is *Level-Undulating / *Slope-Mountainous. *Strike through if inapplicable. A Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate SC16/0099 I, Gavin Cherry, Authorised Person/General Manager/Accredited Certifier, certify that the provisions of the s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Dated: 12/04/17 Accreditation number: Penrith City Council Consent Authority: 12/04/17 Date of endorsement: 12/04/17 Subdivision Certificate number: 020/117 File number: 0A13/0299 *Strike through if inapplicable.	Plans used in the preparation of survey/compilation DP1149525 DP1215087 DP1216994 DP1038166 If space is insufficient continue on PLAN FORM 6A	
Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land. It is intended to dedicate :- - NAVY ROAD 15.6 WIDE AND VARIABLE WIDTH - ARMOURY ROAD 19.6 WIDE AND VARIABLE WIDTH - FLOTILLA CIRCUIT 12.8 WIDE, 15.6 WIDE AND VARIABLE WIDTH - BRIGADE STREET 15.6 WIDE TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP.641320 (QQ)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference : C212-DP23	

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 Sheet(s)
Office Use Only Registered: 10.5.2017 PLAN OF SUBDIVISION OF LOT 1006 DP. 1215087 Subdivision Certificate number: <u> 620 / 17 </u> Date of Endorsement: <u> 12 / 04 / 17 </u>	Office Use Only DP1215088 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2012 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals - see 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to create: 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A) 3. EASEMENT TO DRAIN WATER 2 WIDE (C) 4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (X) 5. RESTRICTION ON THE USE OF LAND (Y) 6. RESTRICTION ON THE USE OF LAND (Z) 7. POSITIVE COVENANT 8. RESTRICTION ON THE USE OF LAND		
Pursuant to Section 60(c) of the <i>SSI Regulation 2012</i> a schedule of addresses is unavailable		
Signed by St Marys Land Limited ABN 32 088 278 602	 _____ sign <u>DIRECTOR</u> office (director or secretary) <u>ARTHUR ILIAS</u> full name _____ sign <u>DIRECTOR</u> office (director or secretary) <u>MICHELLE LETTON</u> full name	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: C212-DP23 (C212-DP23-001e.dwg)		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 13 sheets)

Plan:

DP1215088

Full name and address of the owner of the land:

Plan of Subdivision of Lot 1006 DP 1215087
 covered by Subdivision Certificate
 No. 926.17 of 12/04/17.....

St Mary Land Limited
 ABN: 32 088 278 602
 Level 4, 30 The Bond
 30 Hickson Road
 Millers Point NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.	Restriction on the Use of Land	Each Lots 1070 to 1130 incl.	Every other lot 1070 to 1130 incl.
2.	Easement for Access and Maintenance 0.9 wide (A)	1070 1071 1072 1073 1076 1078 1079 1080 1081 1082 1085 1086 1089 1090 1091 1092 1094 1095 1096 1097 1098 1100	Part of 1134 denoted (F) on the plan Part of 1134 denoted (H) on the plan 1073 1074 Part of 1133 denoted (G) on the plan 1077 1078 1079 1080 1081 1084 1085 1088 1089 1090 1091 1093 1094 1095 1096 1097 1099

Griffin - Gavin Cherry
 Authorized Officer

Penrith City Council

Development Assessment Coordinator

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 13 sheets)

Plan:

Plan of Subdivision of Lot 1006 DP 1215087
 covered by Subdivision Certificate

DP1215088

No. 020117 of 12/04/17

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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
		1101 1102 1103 1104 1105 1106 1107 1109 1110 1111 1112 1113 1114 1115 1118 1119 1120 1121 1122 1123 1124 1125 1127 1128 1129 1131	1100 1101 1102 1105 1106 1107 1108 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1126 1127 1130 1129
3.	Easement to Drain Water 2 wide (C)	1072 1073 1074 1077 1078	1073,1074, Part of 1133 denoted (I) on the plan 1074, Part of 1133 denoted (I) on the plan Part of 1133 denoted (I) on the plan 1078,1079 1079


 Authorised Officer
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
 covered by Subdivision Certificate

No 020/17 of 12/04/17

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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
		1083 1084 1085 1087 1088 1089 1090 1091 1111 1112 1113 1114 1115 1116	1084,1085,1086 1085,1086 1086 1088 to 1092 incl. 1089 to 1092 incl. 1090 to 1092 incl. 1091,1092 1092 1110 1110 to 1111 incl. 1110 to 1112 incl. 1110 to 1113 incl. 1110 to 1114 incl. 1110 to 1115 incl.
4.	Easement for Padmount Substation 2.75 wide (X)	1117,1132	Endeavour Energy
5.	Restriction on the Use of Land (Y)	Part of 1087,1117,1131 and 1132 denoted (Y) on the plan	Endeavour Energy
6.	Restriction on the Use of Land (Z)	Part of 1087, 1117, 1131 and 1132 denoted (Z) on the plan	Endeavour Energy
7.	Positive Covenant	1070 to 11130 incl.	Penrith City Council
8.	Restriction on the Use of Land	1077 to 1082 incl., 1086, 1092,1093, 1116	Transgrid a.k.a. Electricity Transmission Ministerial Holding Corporation (ABN 19 622 755 774)


 Authorised Officer
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 929,117 of 17,04,17

PART 2 (Terms)

**1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED ONE IN THE
PLAN**

- (a) The Burdened Lot shall not be used for any purpose other than as a site for residential premises.
- (b) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary landscaping and fencing complies with the Building and Siting Guidelines which St Marys Land Limited (SML) requires to apply to the Land from time to time.
- (c) The Owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:
 - (i) erect any building or structure
 - (ii) carry out any siteworks (including fencing, excavation, filling or retaining walls)
 - (iii) erect a fence or wall
 - (iv) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
 - (v) erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

SML will not unreasonably or capriciously refuse or withhold any such approval. A refusal shall not be or be deemed unreasonable or capricious if an expert in the field as nominated by both parties shall have certified that the proposed works:

- (A) do not comply with the Building and Siting Guidelines
- (B) do not conform with the general standards of design and planning of the Development, or



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 939117 of 1215087

- (C) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
 - (d) The Burdened Lot will not be subdivided other than whilst SML shall be the owner.
 - (e)
 - (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2020 unless a dwelling approved by SML in accordance with paragraph 1(b) has been completed upon the Burdened Lot, and
 - (ii) Paragraph 1(e)(i) shall not apply in the case of a transfer of the Burdened Lot from the executor of the will or the administrator of the estate of the Owner to a person entitled to the Burdened Lot under the will or upon the intestacy of the Owner,
- PROVIDED ALWAYS THAT** SML may from time to time in its absolute discretion by written instrument modify waive or release any of these restrictions on the use of land in respect of the Burdened Lot.
- (f) These restrictions on the use of the land shall expire and have no further force or effect upon the Sunset Date.

**2. TERMS OF EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)
NUMBERED TWO IN THE PLAN**

- (a) The proprietor of the Benefited Lot and persons authorised by him may:
 - (i) enter upon the Burdened Lot but only within the site of this easement
 - (ii) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
 - (iii) remain on the site of this easement for any reasonable time for the said purposes, and
 - (iv) provide a 650 mm drop edge beam to all zero boundary construction walls, and if required to retaining walls also.



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate
No. 929,17...of...12,94,17.....

- (b) In exercising those powers the proprietor of the Benefited Lot must:
- (i) cause as little inconvenience to the Owner or occupier of the Burdened Lot
 - (ii) cause as little damage as possible to the Burdened Lot, and
 - (iii) restore as nearly as is practicable the Burdened Lot to its former condition.
- (c) The Owner shall not do the following over the site of the easement:
- (i) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property
 - (ii) erect any building or other structure of any kind other than the eaves and gutter on the first floor storey of any building or structure on the Burdened Lot, or
 - (iii) place any obstructions, for example, services such as electrical meter boxes, stormwater or sewer pipes or eaves but excepting any fascia and gutter on the ground floor.

**3. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (X)
NUMBERED FOUR IN THE PLAN**

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

**4. TERMS OF RESTRICTION ON THE USE OF LAND (Y) NUMBERED FIVE 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.



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 7 of 13 sheets)

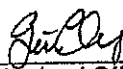
Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 020,117 of 12,194,117.....

- 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 Burdened Lot affected by the restriction on the use of land as shown on the Plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
 - 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 above 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 other 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.



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate
No 929.1.17.....of.....12.194.1.17.....

**5. TERMS OF RESTRICTION ON THE USE OF LAND (Z) NUMBERED SIX 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.

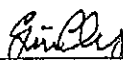
3.0 Lessee of Endeavour Energy's Distribution System

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

6. TERMS OF POSITIVE COVENANT NUMBERED SEVEN IN THE PLAN

All Burdened Lots must have landscaping and vegetative fuels managed in
accordance with an Inner Protection Area standard as outlined within section 4.1.3
and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire
Service's document 'Standards for Asset Protection Zones'



Authorised Officer
Perth City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 9 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 929/17 of 12/04/17

**7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED EIGHT IN THE
PLAN**

No boundary fencing may be erected along the boundary which is immediately adjacent to the "Easement for Transmission Line 70 wide" created by dealing Y228360, which is denoted on the plan as easement site (QQ) UNLESS such boundary fencing complies with the following requirement :

Boundary fencing should be of timber construction only.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION NUMBERED 1 IN THE PLAN:

ST MARYS LAND LIMITED

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY EASEMENT
NUMBERED 4 AND RESTRICTIONS NUMBERED 5 & 6 IN THE PLAN:

ENDEAVOUR ENERGY

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS NUMBERED 2 & 3 AND THE POSITIVE COVENANT NUMBERED 7 IN THE
PLAN:

PENRITH CITY COUNCIL

DEFINITIONS & INTERPRETATION

1. In this instrument:

- (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa, and
- (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.

2. In this instrument, the following words shall have the meanings given:

"Act" means the *Conveyancing Act* 1919 (NSW).



Authorised Officer
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 10 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 020/17 of 13/04/17.....

"Benefited Lot" means any lot which has the benefit of an easement or restriction on the use of land created by the Plan.

"Building and Siting Guidelines" means the design guidelines which regulate all building and ancillary landscaping work within the Land as may be varied from time to time.

"Burdened Lot" means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:

- (i) each and every part of a Burdened Lot, and
- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

"Central Precinct" means the land comprised in Lot 3 in Deposited Plan 1216994.

"Council" means Penrith City Council.

"Development" means the proposed residential development of the Central Precinct.

"Land" means the parcel of land described in the Plan.

"Owner" means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

"Plan" means the plan of subdivision to which this instrument relates.

"SML" means St Marys Land Limited ABN: 32 088 278 602 the registered proprietor of the land and includes its successor, permitted assigns, any attorney, delegate or appointees of St Marys Land Limited.

"Sunset Date" means the first to occur of:

- (i) 31 December 2020, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).



Authorised Officer
Penrith City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 11 of 13 sheets)

Plan:

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

DP1215088

No 020/17 of 12/04/17

SIGNATURES

Signed for and on behalf
of Electricity
Transmission
Ministerial Holding
Corporation ABN 19
622 755 774 by the NSW
Treasurer's delegate
under delegation made
under section 53 of the
Electricity Network
Assets (Authorised
Transactions) Act 2015
(NSW)

sign (delegate)

the delegate states that he or she
has no notice of termination or
suspension of the delegation

RICHARD DENT as agent for
Rob Whitfield NSW Treasury Secretary
(NSW Treasurer's delegate under
full name (delegate) delegation dated
24/11/15)

Secretary of the NSW Treasury

capacity (delegate)

sign (witness)

the witness states that he or she is
not a party and was present when
the delegate signed

ANGELO KRIKETOS

full name (witness)

52 Martin Place

address (witness)

Sydney NSW 2000

Gavin Cherry
Authorised Officer
Penrith City Council
Developed Assessment Coordinator

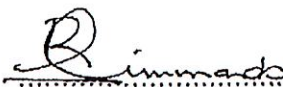
INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

13
(Sheet 12 of 12 sheets)

Plan:
DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate
No 020/17 of 12/04/17

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:

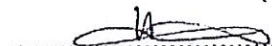


Signature of Witness

Raymond Simmonds

Name of Witness

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


Signature of Attorney

Name: Helen Smith

Position: Manager Property and Fleet

Date of Execution : 21 November 2016

Reference:URS16974


Authorised Officer
Penrith City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 13 of 13 sheets)

Plan:

DP1215088

Plan of Subdivision of Lot 1006 DP 1215087
covered by Subdivision Certificate

No 020/17 of 13/04/17

Signed by
ST MARYS LAND
LIMITED
ABN 32 088 278 602


Signature

DIRECTOR
Office (director or secretary)

ARTHUR ILIAS
Full name


Signature

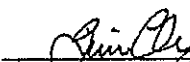
DIRECTOR
Office (director or secretary)

MICHELLE LUTTON
Full name

Signed for Penrith City Council by its authorised
delegate pursuant to s.377 Local Government Act 1919

Gavin Cherry
Name: (authorised officer)

Development Assessment Coordinator
Position Held: (authorised officer)

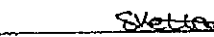

Signature: (authorised officer)

01/05/2017
Date:

Simone Vella
Name: (eligible witness)

Planning Admin Officer
Occupation / Position Held:
(eligible witness)

601 High Street, Penrith NSW 2750
Address: (eligible witness)


Signature: (eligible witness)


Authorised Officer
Penrith City Council



D431274

[Extract from Commonwealth of Australia Gazette, No. 130,
dated 5th July, 1945.]

COMMONWEALTH OF AUSTRALIA.
The Lands Acquisition Act 1908-1936.

NOTIFICATION OF THE ACQUISITION OF EASEMENTS
BY THE COMMONWEALTH.

IT is hereby notified and declared by the Deputy of His Royal Highness the Governor-General acting with the advice of the Federal Executive Council that the right for the Commonwealth of Australia (its successors and assigns) and the owners and occupiers for the time being of Commonwealth property acquired by notification in the Commonwealth of Australia Gazette No. 288 dated 18th December, 1941) and No. 183 dated 2nd July, 1942) and as appurtenant thereto to pass discharge and conduct of surface percolating and other drainage waters by means of open or covered drains or line or lines of pipes through over and along the land firstly hereunder described together with the right to discharge drain off and cause or permit to fall or flow all such drainage waters from the northwestern end of the land firstly hereunder described through over and along the land secondly hereunder described to South Creek and together with the right to enter into the land firstly hereunder described by its workmen servants and others for the purpose of excavating constructing laying cleaning amending or repairing such open or covered drains or line or lines of pipes has been acquired by the Commonwealth under the Lands Acquisition Act 1908-1936 for the following public purpose, namely: Purposes of the Commonwealth at St. Mary's New South Wales.—(C.L.10215.)

Dated this twenty-eighth day of June, One thousand nine hundred and forty-five.

W. DUGAN
Deputy of the Governor-General.

By His Excellency's Command,
J. S. COLLINGS
Minister of State for the Interior.

Checked with plan & section & with local plan of survey.

The dominant tenement in respect the Easement being acquired as part of land comprised in C.T. 5500 to 131 being the

74/475+1576

July 28/45

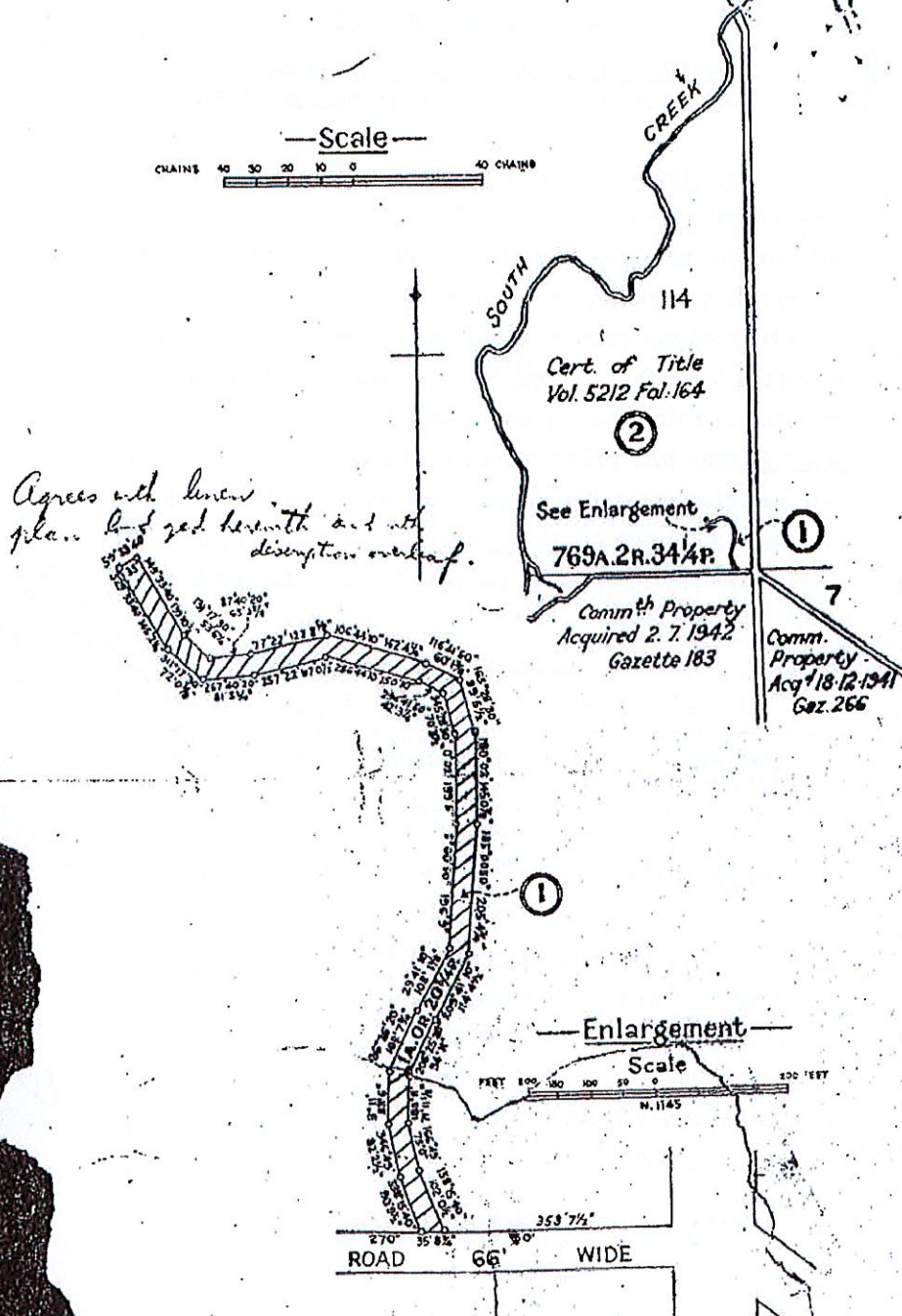
agrees with sketch on plan

as shown hachured and numbered 1 on plan hereunder: Commencing at a point which bears 270 degrees 50 minutes 353 feet 74 inches from the southeastern corner of Portion 114 Parish of Rooty Hill and bounded thence by part of the northern side of a road 65 feet wide bearing 270 degrees 50 minutes 35 feet 84 inches thence by lines bearing 338 degrees 13 minutes 40 seconds 60 feet 0 1/2 inches 346 degrees 49 minutes 52 feet 2 1/2 inches 3 degrees 11 minutes 83 feet 6 inches 26 degrees 25 minutes 20 seconds 102 feet 7 1/2 inches 20 degrees 41 minutes 10 seconds 108 feet 1 1/2 inches 6 degrees 54 seconds 186 feet 0 inches 2 minutes 139 feet 5 inches 348 degrees 28 minutes 20 seconds 70 feet 3 1/2 inches 298 degrees 41 minutes 56 seconds 42 feet 1/2 inches 296 degrees 44 minutes 16 seconds 180 feet 18 inches 25 degrees 22 minutes 117 feet 0 1/2 inches 207 degrees 40 minutes 40 seconds 81 feet 6 1/2 inches 211 degrees 17 minutes 30 seconds 42 feet 0 1/2 inches 329 degrees 33 minutes 40 seconds 145 feet 2 1/2 inches 63 degrees 33 minutes 40 seconds 33 feet 148 degrees 13 minutes 40 seconds 139 feet 10 1/2 inches 131 degrees 17 minutes 30 seconds 83 feet 0 1/2 inches 87 degrees 40 minutes 20 seconds 65 feet 3 1/2 inches 77 degrees 22 minutes 122 feet 8 1/2 inches 106 degrees 44 minutes 10 seconds 142 feet 4 1/2 inches 116 degrees 41 minutes 60 seconds 60 feet 1 1/2 inches 186 degrees 28 minutes 20 seconds 89 feet 0 1/2 inches 180 degrees 9 minutes 145 feet 0 1/2 inches 185 degrees 50 seconds 205 feet 4 1/2 inches 209 degrees 41 minutes 10 seconds 114 feet 4 1/2 inches 204 degrees 25 minutes 20 seconds 84 feet 11 inches 183 degrees 11 minutes 71 feet 1 1/2 inches 108 degrees 40 minutes 75 feet and 168 degrees 16 minutes 40 seconds 102 feet 0 1/2 inches to the point of commencement.

This is the copy notification referred to in the annexed Certificate
J. S. COLLINGS

Secondly: All that piece of land containing an area of 789 acres 2 roods 34 perches more or less being the whole of the land in Certificate of Title Volume 5212 Folio 164 exclusive

of the land firstly herein described and being part of Portion 114 Parish of Rooty Hill County of Cumberland State of New South Wales as shown numbered 2 on plan hereunder..



D431274

CONVEYANCING ACT 1919-1943.

REAL PROPERTY ACT 1900.

NOTIFICATION OF ACQUISITION OF LAND SUBJECT TO
THE PROVISIONS OF THE REAL PROPERTY ACT 1900.

I, SIR GEORGE SHAW KNOWLES, Solicitor-General of the Commonwealth of Australia, DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Commonwealth of Australia Gazette No. 130 dated 5th July, 1945, declaring that the land therein described being the land mentioned in the Schedule hereunder written has been acquired by the Commonwealth of Australia AND I REQUEST that you will deal with and give effect to the said Notification in the manner provided in the Real Property Act 1900 AND I HEREBY FURTHER CERTIFY that this Instrument is correct for the purposes of the Real Property Act 1900.

SCHEDULE.

Portion	Parish	County	Part or Whole	Volume	Folio
Part of Portion 134.	Rooty Hill.	Cumberland.	Part.	5212	164

DATED the twenty fourth day of October 1945.

SIGNED in my presence by SIR GEORGE SHAW KNOWLES, the Solicitor-General of the Commonwealth for and on behalf of The Commonwealth of Australia who is personally known to me -

PLAN REFILED IN
PLAN ROOM AS F.P.
431900

George Knowles
Solicitor-General.

W. H. Phipps
Acting for Secretary,
Attorney-General's Department.

*The Registrar-General
Government as applicant
comprised in Part of Vol. 5500 Folio 131
with plan attached
18.12.41
Pages 137-4 1376
is effective to the present and
forward thereon*

*An agreement was made
between the Commonwealth
and the State of New South
Wales in 1945 for the
acquisition of the land
described in the plan
attached to this
instrument.*

0431274

Notification of Acquisition
of easement affecting
part of Portion 114
of Rooky Hill
Co. of Cumberland
Shire of Blacktown.

Lodged by -

Commonwealth Crown Solicitor,
108/120 Pitt Street, SYDNEY.

Commonwealth of Australia

[Signature]

[Signature]

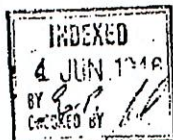
Particulars entered in Register Book
Vol 5512 Fol 164
" 5500 " 131

At the 22nd day of May, 1946.
At 12 o'clock noon.

L. Wells
Registrar



SEVEN FEES
Diagram
Extra Folios
20/5/46



[Handwritten notes and signatures at bottom]

LODGED BY Smithers Wannen
+ Lyons, solicitors
210 Pitt St.
Sydney
26-6445

No. _____

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

I, _____ mortgagee under Mortgage No. _____

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me. _____ Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
(To be signed at the time of executing the within instrument)

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

Signed at _____ the _____ day of _____, 19 _____

Signed in the presence of M.P.D.

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
☒	<i>for existing instrument filed 9/12/1967</i> <i>902/1338/112</i> <i>902/118</i> <i>132</i>	To be filled in by person lodging dealing
Checked by <i>SB</i>	Particulars entered in Register Book, Volume _____ Folio _____	1 <i>21</i> 4 _____ 2 <i>10 N</i> 5 _____ 3 _____ 6 _____
Passed (in S.D.B.) by <i>SB</i>	on <u>7.12.1967</u>	Received Docs. Nos. _____
Signed by <i>SB</i>	at <u>1967</u> <i>Lawton</i> Registrar-General	Receiving Clerk _____

PROGRESS RECORD	
	Date
Sent to Survey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supt. of Engravers	
Cancellation Clerk	
VOL. _____	FOL. _____

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) 15 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise 15s. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 1s. is made in each of the following—

(i) where a restrictive covenant is imposed; or

(ii) a new easement is created; or

(iii) a partial discharge of mortgage is endorsed on the transfer.

EXTRA FEES (K780528)
Logit for [unclear]
10/12/67
10/12/67
10/12/67

K780528

2

" A "

COUNTY	PARISH	REFERENCE TO TITLE			DESCRIPTION OF LAND (if part only)
		WHOLE/ PART	VOL.	FOL.	
CUMBERLAND	ROOTY HILL	WHOLE	9027	191	✓
"	"	"	9027	192	✓
"	"	"	9032	42	✓
"	"	"	9032	43	✓
"	"	"	9032	44	✓
"	"	"	9032	48	✓
"	"	"	9043	104	✓
"	"	"	9043	105	✓
"	"	"	9043	106	✓
"	"	"	9043	107	✓
"	"	"	9043	108	✓
"	"	"	9043	132	✓

ENCUMBRANCES, &c., REFERRED TO

Easement in Acquisition No. D431274
 Subject to Section 340A of the Local Government Act, 1919.
 Easement for transmission line D384881 affecting the land in
 Certificate of Title Volume 9043 Folio 132.
 Easement for transmission line H83909 affecting the land in
 Certificate of Title Volume 9043 Folio 132.
 Easement for communication cable K403221 affecting the land in
 Certificate of Title Volume 9043 Folio 132.
 Easement for transmission line ~~K403219~~ affecting the land in
 Certificate of Title Volume 9043 Folio 132.
 Easement for Drainage ~~J340279~~ affecting the land in Certificate
 of Title Volume 9032 Folio 43.

THIS IS the annexure marked "A" referred to in the annexed
 Memorandum of Transfer.

The Common Seal of the Council of
 the City of Penrith was hereunto
 affixed this Twelfth day of
 May 1967

[Signature]
 TOWN CLERK

[Signature]
 Mayor.

SIGNED for and on behalf of THE COMMONWEALTH
 OF AUSTRALIA by a person holding or performing the
 duties of the office of Deputy Crown Solicitor
 Deputy Crown Solicitor's Office New South Wales, in the
 presence of -

[Signature]
 an officer of the Attorney General's Department

[Signature]

" B "

K780528

3

RESERVING unto The Metropolitan Water Sewerage & Drainage Board (herein called "the Board") AN EASEMENT or right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the land shown as site of proposed easement for water pipe line 10 feet wide within lots 201 and 202 Deposited Plan 31911 Lots 204 & 205 and 206 in Deposited Plan 31908 and Lots 211 and 215 in Deposited Plan 31909 aforesaid (hereinafter called "the said land") WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land at such depths or levels below the surface thereof as the Board shall think fit such pipe lines mains dis-tributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter go return pass and rerass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such materials implements tools articles and things as the Board shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the Board for water supply purposes under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1964 or any amendment thereof without liability to pay com-pensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or reserved to the Board AND in relation to such easement and rights as are hereinbefore reserved to the Board the transferee DOETH HEREBY COVENANT with the Board THAT

- (1) the transferee will not erect construct or place upon the said land any building or other structure whatever and that the transferee will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land
- (2) the transferee will not place upon the said land nor allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever
- (3) the transferee will not (i) without the prior consent and approval in writing of the Board first had and obtained nor otherwise than in strict compliance with such conditions as the Board may impose, park or place upon the said land nor allow to be parked or remain thereon any vehicle whatsoever nor (ii) make or allow to be made any alteration by any means whatsoever to the existing surface levels of the said land nor (iii) lay down construct or place thereon any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material AND the Board DOETH HEREBY COVENANT with the transferee that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage any lawn garden or fencing of the transferee the Board shall upon completion of such work reinstate and restore such land lawn garden fencing or pavement (as the case may be) to its former condition so far as shall be reasonably practicable.

The Common Seal of the Council of
the City of Penrith was hereunto
affixed this 11th day of
May 1962.

A. L. Chasman
Mayor.

A. L. Chasman
Town Clerk

X W. J. Perkins
Deputy Mayor

SIGNED for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a person holding or purporting the
office of the officer of Assistant Deputy Crown Solicitor,
Deputy Crown Solicitor's Office, New South Wales, in the
presence of

[Signature]
an officer of the Attorney-General's Department

Now being part of land comprised in
Cert. of Title, Vol. 2027, Fol. 191/192 recd.

Now being part of land comprised in (B 4)
Cert. of Title, Vol. 2022, Fol. 121/122 recd.

X Comprised in Vol. 9045, Pt. 1, 1st 1008 respectively

"C"

K 780528

RESERVING unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to use and maintain the existing underground cable and to erect construct place repair renew maintain use and remove underground cables mains and wires for purposes of the Postmaster General's Department of the Commonwealth of Australia through and under that part of the land hereby transferred shown in Deposited Plan No. 31912 as "Site of proposed easement for P.M.G. cable 40 ft. wide" [hereinafter referred to as "the P.M.G. cable site"] and to cause or permit to flow or be transmitted through and along the said cables mains and wires telephonic and telegraphic messages and signals and with or without horses vehicles plant and machinery to enter in and upon the P.M.G. cable site for the purpose of exercising any rights reserved to it or them hereunder and the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the P.M.G. cable site and will not impede the full and uninterrupted use by the transferee (so far as is consistent with this reservation) of the P.M.G. cable site and the transferee for itself its successors and assigns. Hereby Covenants with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said cables mains and wires or interfere with the free flow of telephonic and telegraphic messages through and along the said cables mains and wires and that it will not erect or permit or suffer to be erected on or over any part or parts of the P.M.G. cable site any building or other erection of any kind without the prior consent in writing of the transferor and then only in strict conformity with such consent

6/10/2013 08:34:12
No. 9243 15.132

The Common Seal of the Council
of the City of Perth was hereunto
affixed this twelfth day of
May 1967.

[Signature]
Mayor.

[Signature]
Town Clerk

SIGNED for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a person holding or performing the
duties of the office of Assistant Deputy Crown Solicitor,
Deputy Crown Solicitor's Office, New South Wales, in the
presence of -

[Signature]
an officer of the Attorney-General's Department.

L. J. Mealey

B

" D "

K780528

RESERVING unto the Transferor its successors and assigns its and their officers servants agents workmen and contractors as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 69 full and free right leave liberty and licence to use and maintain the existing transmission line and to erect construct place repair renew maintain use and remove transmission lines mains wires towers poles and ancillary works through over and along that part of the land hereby transferred shown in Deposited Plan No. 31907 as "Site of proposed easement for Power Line 30 ft. wide" (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said transmission lines and wires and with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights hereby reserved to it or them and the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said transmission lines and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use by the transferee (so far as is consistent with this reservation) of the servient tenement and the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or think which may interfere with injure damage or destroy the said transmission lines and wires or interfere with the free flow of electricity through and along the said transmission lines and wires and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor and then only in strict conformity with such consent

[Signature]
Mayor.

The Common Seal of the Council
of the City of Penrith was hereunto
affixed this Twelfth
May 1967.

[Signature]
Town Clerk

FORFD for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a person holding or performing the
duties of the office of Assistant Deputy Crown Solicitor,
Deputy Crown Solicitor's Office, New South Wales, in the
presence of
[Signature]
an officer of the Attorney-General's Department.

S. J. Meanley.

B



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. 1569620

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

IN THE COMMONWEALTH OF AUSTRALIA

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

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

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

The description may refer to the defined residuum of the land in a certificate or grant (e.g. "And being residuum after transfer number 1" or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot 1 section 1").
Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN THOUSAND SEVEN HUNDRED DOLLARS (£10700.00) (the receipt whereof is hereby acknowledged) paid to it by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

do hereby transfer to

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
of Cnr. Pitt and Bathurst Streets, Sydney
(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan
		Part	9032	50	No. 223888
		Part	9032	52	
		Part	18237	53	

Volume 11118 Folio 5
RESERVING unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume 223888 full and free right leave liberty and licence for the Transferor and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through and/or over and/or along the land described as "Proposed Easement for Power Line 16 feet wide and Variable Total Area 2r. 74p." in Lot 1 of DP 223888 and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the said respective parts of land and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid to enter into and upon the said respective parts of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Transferor doth hereby for itself its successors and assigns covenant with the Transferee that it and they will save harmless and indemnify the Transferee from and against and make good loss or damage whatsoever occasioned by the Transferor its successors and assigns in the exercise of any right leave liberty or licence hereby granted.

L569620

②

~~AND THE TRANSFEREE FOR ITSELF AND ITS ASSIGNS COVENANTS WITH THE~~

AND the transferee for itself and its assigns covenants with the
transferor and its assigns that it will erect at its own cost new
security fences on the new boundaries of the land where necessary.

Strike out if unnecessary, or
suitably adjust,

(i) if any easements are to
be created or any exco-
tions to be made; or

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

Covenants should comply with
the provisions of Section 53 of
the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

Easement No. D. 431274.
Transfer and Grant No. J. 346279

A very short note will suffice.

x 1145-1

Form 1		OFFICE USE ONLY	
PLAN OF Easement 16 feet wide and variable width in Lot 1 D.P. 223888 Mun./Shire/City <u>Penrith</u> Town or Locality <u>St Marys North</u> Parish <u>Rooty Hill</u> County <u>Cumberland</u> Scale <u>264 feet to 1 inch</u>		Registered: <u>L. 64620</u> C.A.: _____ Title System: _____ Purpose: _____ Ref. Map: _____ Last Plan: _____	
MUNICIPALITY OF BLACKTOWN CITY OF PENRITH			
Signatures, Seals and Statements of Dedications and Easements. THIS IS THE ATTACHED PLAN OF THE EASEMENT IN THE MEMORANDUM OF D.P. 223888 OF 16th April 1968 which is the subject of this plan. SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Director General, Surveyor, Deputy Chief Surveyor, Office, New South Wales, in the presence of _____ in office of the Assistant General Department.		I, <u>Arthur John GALLAGHER</u> of <u>M.W.S & D.E. 341 Pitt St. Sydney</u> a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan was completed from information in <u>D.P. 223888</u> and is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on _____ Signature <u>[Signature]</u> <u>24-3-66</u> Surveyor registered under Surveyors Act, 1929, as amended. Datum line of datum. Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein. Subdivision No. _____ Date _____ Council Clerk _____	

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

* Strike out either (1) or (2). † Insert date of survey.

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

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

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

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

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

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of those parties.

Signed at Sydney the thirteenth day of March 1968
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

WITNESSED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of —
[Signature]
an officer of the Attorney-General's Department

[Signature]
Transferor.

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

~~Accepted and the Board hereby certifies this Transfer to be correct for the purposes of the Real Property Act.~~

Transferee(s).

Accepted and the Board hereby certifies this Transfer to be correct for the purposes of the Real Property Act.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the twenty-eighth day of June 1967. AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle Foster two of the members in whose presence the seal was so affixed.

[Signature]
[Signature]
newly

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. (To be signed at the time of executing the within instrument.)

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

Signed at the day of 19
Signed in the presence of —

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.
Appeared before me at , the day of , one thousand nine hundred and and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

† N.B.—Section 117 requires that two above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable in a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

L-1562

LODGED BY W. R. SMOOTHEY. SOLR.

No. **L569620** CNR. PITT & BATHURST STS
SYDNEY
20648 XHW STRY

FEEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £3 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—

(i) Where a restrictive covenant is imposed; or

(ii) A new easement is created; or

(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

107 63 146

1					
2					
3					
4					
5					
6					

Received
Nos.

Receiving Clerk.

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

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

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

Dated at this day of 19
 Signed in my presence by

who is personally known to me.

Mortgagee.

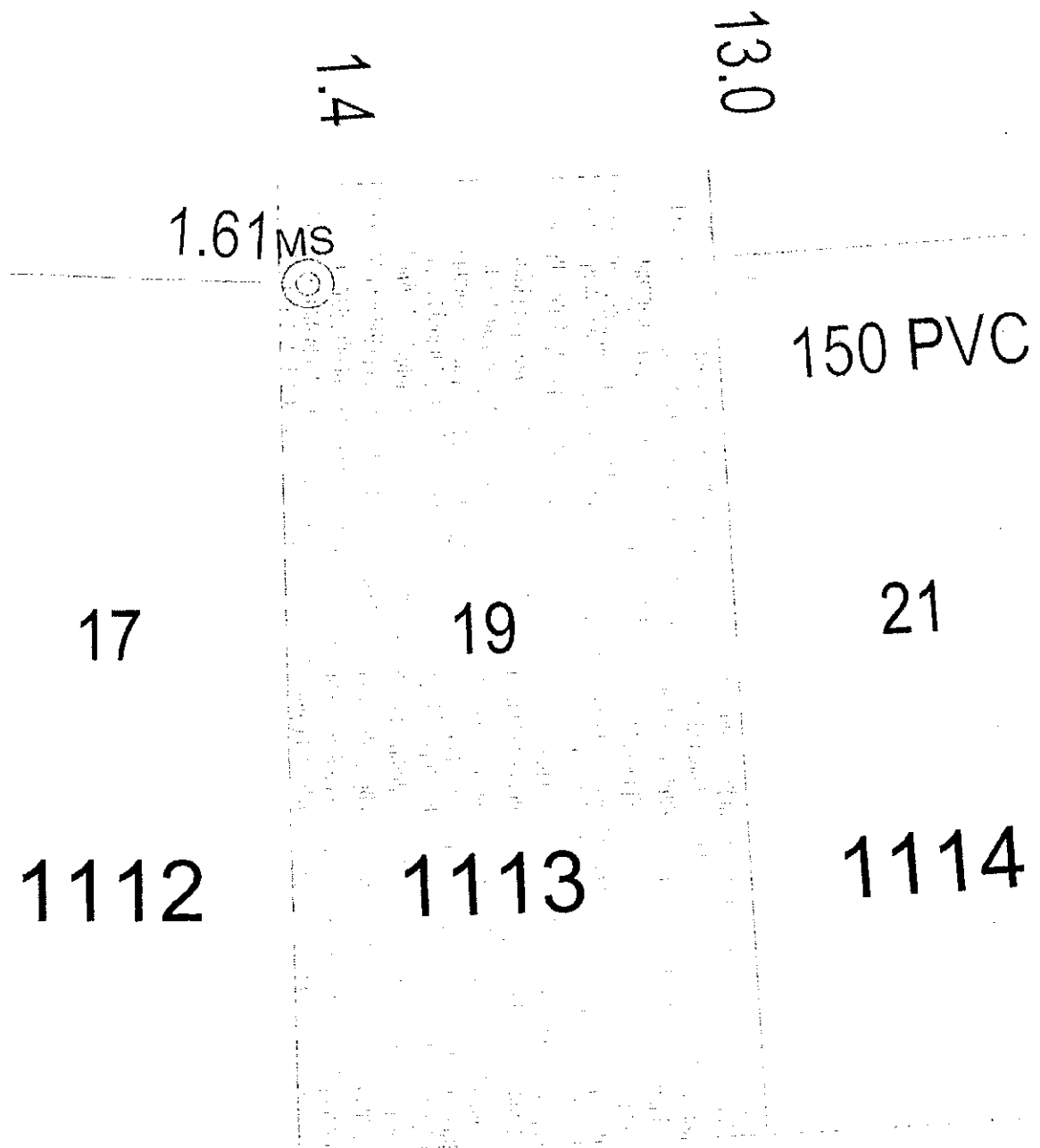
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

(INDEXED)	MEMORANDUM OF TRANSFER <u>Receiving Certificate for</u> <u>Transmission of</u> <u>Subject to</u>
Checked by <u>106</u>	Particulars entered in Register Book.
Passed (in S.D.B.) by	on <u>13-1-1970</u>
Signed by <u>CB</u>	at <u>4PM</u>
	<u>J. Watson</u> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Surveyors		
Cancellation Clerk		
Vol.		Fol.

Service Location Print
Application Number: 1062153



Document generated at 10-02-2021 02:56:14 PM

Disclaimer

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

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

Property No: 795479
Your Reference: White - 19 Flotilla CCT
Contact No.

Issue Date: 05 February 2021
Certificate No: 21/00489

Issued to: Platinum Property Law
PO Box 126
RIVERSTONE NSW 2765

PRECINCT 030

DESCRIPTION OF LAND

County: CUMBERLAND Parish: LONDONDERRY

Location: 19 Flotilla Circuit JORDAN SPRINGS NSW 2747
Land Description: Lot 1113 DP 1215088

- 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 1991 (Environmental Heritage Conservation), gazetted 20 December 1991, as amended, applies to the land.

Penrith Local Environmental Plan No. 255 - Exempt and Complying Development, gazetted 24 March 2000, as amended, applies to land within the City of Penrith. (Note: This plan does not apply to the land to which Sydney Regional Environmental Plan No.30 - St Marys applies, except as provided by clause 43 of SREP No. 30 - St Marys.)

Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development, gazetted 29 June 2001, 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).

Sydney Regional Environmental Plan No.30 - St Marys, gazetted 19 January 2001, as amended, applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Under the terms of Sydney Regional Environmental Plan No 30 - St Marys the land is zoned **Urban zone**

- (1) The objectives of the Urban zone are:
 - (a) to ensure that buildings and works within the zone are primarily used for residential purposes and associated facilities, and
 - (b) to limit the range and scale of non-residential uses to ensure that they are compatible with residential amenity and primarily serve local residents, and
 - (c) to provide for local retailing and related services, including supermarkets, which will complement established centres in the Blacktown City and Penrith City local government areas and not have a significant adverse effect on the viability of established retail centres, and
 - (d) to provide for medium density residential development in locations which provide optimum access to employment, public transport and services, while ensuring residential amenity, and
 - (e) to promote home based industries where such activities are unlikely to adversely affect the living environment of neighbours, and
 - (f) to ensure that development adjacent to the Regional Park zone does not have a negative impact on biodiversity or conservation within that zone.
- (2) In the Urban zone:
 - (a) development for the purpose of the following is allowed with the consent of the consent authority:
advertisements, amusement centres, backpackers' hostels, bed and breakfast establishments, boarding houses, bush fire hazard reduction, Centre-based child care facilities, clubs, community facilities, drains, educational establishments, essential community services, exhibition homes, exhibition villages, fast food take-away restaurants, flood mitigation works, general stores, guesthouses, home activities, home businesses, hospitals, hotels, housing, local retail or commercial premises, medical centres, motels, nursing homes, parks, places of assembly, places of worship, professional consulting rooms, public buildings, recreation establishments, recreation facilities, regeneration activities, restaurants, retail plant nurseries, roads, service stations, shops.
 - (b) any other development (except that identified by this plan as exempt or complying) is prohibited.

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.

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 (Educational Establishments and Child Care Centre Facilities) 2017.

State Environmental Planning Policy (Primary Production and Rural Development) 2019.

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

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.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

(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).)

Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development
In addition to any controls detailed above Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development sets out further circumstances where development consent will be required for particular development. A copy of this LEP is attached.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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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Environmental Planning and Assessment Act, 1979

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) The land is the subject of site audit statements within the meaning of the Contaminated Land Management Act 1997 - copies of which have been provided to Council. These statements and one accompanying site audit report can be viewed at Council. Interested parties should satisfy themselves as to the content and subject of these documents.

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).

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

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY
AEROTROPOLIS 2020**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the "public safety area" on the Public Safety Area Map	No
(e)	Within the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	No

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.

Note:

The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

The land the subject of this certificate is within an area of land known as Jordan Springs East. Land within Jordan Springs East has been filled to raise it above the 1:100 year flood level. There is evidence that parts of the land within Jordan Springs East contain non-compliant fill and fill of low relative compaction and that some parts have experienced settlement. This may affect the required standard of construction of buildings on the land.

Instances of damage have been reported to, and observed by Council, in parts of Armoury Road, Wianamatta Parkway and residential allotments in the vicinity of those areas.

The original developer of the land (Lendlease) has retained geotechnical consultants (PSM) to investigate the causes of settlement, the risk of future damage caused by settlement within Jordan Springs East and to provide Lot Classification Certificates to lot owners based on the results of PSM's geotechnical investigation.

The Council has initiated an investigation under Division 9.2 of the Environmental Planning and Assessment Act 1979, among other things, into the results of PSM's geotechnical investigation with respect to:

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- the cause or causes of subsidence reported to and observed by Council within Jordan Springs East;
- the location, extent, nature, composition and collapse potential of any areas of non-compliant and/or poorly compacted fill within Jordan Springs East;
- the potential for any areas of non-compliant and/or poorly compacted fill to affect the long-term performance of the subdivision works, including with respect to the possible risk of damage to residential premises constructed on the land, roads, public spaces and buried services during their intended service life;
- estimates of collapse potential on which Lot Classification Certificates are based.

The investigation is ongoing.

Accordingly, any owner or intending purchaser of land within Jordan Springs East is advised to make further enquiries of Lend Lease with respect to the geotechnical information for any particular lot held by it. Alternatively, any owner or intending purchaser may wish to obtain their own geotechnical advice in relation to the particular lot.

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.

Attachment

Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development

1 Name of plan

This plan is *Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development*.

2 Aims of plan

This plan aims to:

- (a) require development consent for dwelling houses on residentially zoned land within the City of Penrith, and
- (b) require development consent for dwelling houses on land within the Non-urban zone under the *Penrith Planning Scheme Ordinance* and on land within the Special Business zone under *Penrith Local Environmental Plan 1997 (Penrith City Centre)*, and
- (c) require development consent for dwelling houses attached to and used in conjunction with shops on land within the Neighbourhood Business zone under the *Penrith Planning Scheme Ordinance*, and
- (d) require development consent for the following:
 - (i) the erection of a building or structure ordinarily associated with a dwelling house,
 - (ii) a change of building use,

Note. At the commencement of this plan, a **change of building use** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

- (iii) demolition of a building or structure,
- (iv) carrying out structural alterations to a building, internal alterations to a building, or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops,
- (v) the subdivision of land,

to the extent to which such development does not already require development consent because of another environmental planning instrument in order to be carried out.

3 Land to which plan applies

This plan applies to all land within the City of Penrith.

4 Relationship to other environmental planning instruments

- (1) In the event of an inconsistency between this plan and any other local environmental planning instrument or deemed environmental planning instrument, this plan shall prevail to the extent of the inconsistency, subject to section 36 (4) of the Act.
- (2) This plan amends:
 - (a) *Penrith Planning Scheme Ordinance* in the manner set out in Schedule 1.
 - (b) *Penrith Local Environmental Plan 1997 (Penrith City Centre)* in the manner set out in Schedule 2, and
 - (c) *Penrith Local Environmental Plan 1998 (Urban Land)* in the manner set out in Schedule 3.
- (3) This plan does not affect the application of:
 - (a) *State Environmental Planning Policy No 3 - Castlereagh Liquid Waste Disposal Depot*.

- (b) *State Environmental Planning Policy No 27 - Prison Sites,*
 - (c) *Sydney Regional Environmental Plan No 9 - Extractive Industry,*
 - (d) *Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme,*
 - (e) *Sydney Regional Environmental Plan No 20 - Hawkesbury-Nepean River (No 2-1997),*
 - (f) *Sydney Regional Environmental Plan No 30 - St Marys, or*
 - (g) *Penrith Local Environmental Plan No 255 - Exempt and Complying Development,*
- to land to which this plan applies.

5 Definitions

- (1) In this plan:

a building or structure ordinarily associated with a dwelling house means a garage, carport, pergola, swimming pool, and the like, and includes alterations and additions to an existing dwelling house.

change of building use has the same meaning as in the Act.

Note. At the commencement of this plan, a **change of building use** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

dwelling means a room or number of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate domicile.

dwelling house means a dwelling which is the only dwelling erected on an allotment of land.

subdivision of land has the same meaning as in the Act.

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

- (2) The list of contents and notes in this plan are not part of this plan.

6 Dwelling houses require development consent

- (1) The erection of a dwelling house must not be carried out without development consent.
- (2) This clause applies to residentially zoned land within the City of Penrith.
- (3) This clause applies if the development:
 - (a) does not require development consent because of another environmental planning instrument, and
 - (b) is not prohibited by another environmental planning instrument.

7. Miscellaneous development that requires development consent

- (1) The following development must not be carried out without development consent:
 - (a) erection of a building or structure ordinarily associated with a dwelling house, or
 - (b) development that results in a change of building use, or
 - (c) demolition of a building or structure, or
 - (d) structural, internal or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops.
- (2) This clause applies if the development:
 - (a) does not require development consent because of another environmental planning instrument, and
 - (b) is not prohibited by another environmental planning instrument, and

- (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
- (d) does not involve Crown building work as defined in section 116G of the Act.

8 Subdivisions require development consent

- (1) A subdivision of land must not be carried out without development consent.
- (2) This clause applies if the subdivision of land:
 - (a) does not require development consent because of another environmental planning instrument, and
 - (b) is not prohibited by another environmental planning instrument, and
 - (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
 - (d) does not involve Crown building work as defined in section 116G of the Act.

Schedule 1 Amendment of Penrith Planning Scheme Ordinance

(Clause 4 (2) (a))

- [1] **Clause 4 Interpretation**
Omit the definition of *Country dwelling*.
- [2] **Clause 26 Erection or use of buildings or works**
Omit "country dwellings;" from Column III for Zone No 1 of the Table to the clause.
- [3] **Clause 26, Table**
Omit "dwelling-houses other than country dwellings and rural dwellings;" from Column V for Zone No. 1.
- [4] **Clause 26, Table**
Omit "Dwelling-houses other than semi-detached and terrace buildings." from Column III for Zone No 2(a).
- [5] **Clause 26, Table**
Omit "Residential buildings." from Column III for Zone No 2 (b).
- [6] **Clause 26, Table**
Omit "Dwelling-houses other than semi-detached or terrace buildings." from Column III for Zone No 2 (c).
- [7] **Clause 26, Table**
Omit "dwelling-houses attached to and used in conjunction with shops" from Column III for Zone No 3 (c).
- [8] **Clause 26, Table**
Omit "Purposes" from Column IV for Zone No 3(c).

Insert instead "Buildings or other structures ordinarily associated with dwelling houses; changes of building use (as defined in the *Environmental Planning and Assessment Act 1979*); dwelling-houses attached to and used in conjunction with shops; demolition of buildings or other structures; land uses and premises".
- [9] **Clause 26, Table**
Insert "; structural or internal alterations to, or external building work in association with, commercial premises or refreshment rooms" after "roads" in Column IV for Zone No 3(c).
- [10] **Clause 38 Development in residential zones**
Omit the clause.
- [11] **Clause 46 Variation of area required for country dwelling**
Omit the clause.

Schedule 2 Amendment of Penrith Local Environmental Plan 1997 (Penrith City Centre)

(Clause 4 (2) (b))

- [1] **Clause 9 Zone objectives and development control table**
Omit from item (b) (i) **Without development consent** for Zone No 2 (f) in the Development Control Table:
- dwelling-houses
- [2] **Clause 9, table**
Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 2 (f):
- buildings or other structures ordinarily associated with dwelling-houses
 - demolition of buildings or other structures
 - dwelling-houses
- [3] **Clause 20 Development of land within Zone No 3 (a)**
Insert "where the new use does not involve structural or internal alterations or external buildings works" after the words "or take away food shops".

Schedule 3 Amendment of Penrith Local Environmental Plan 1998 (Urban Land)

(Clause 4 (2) (c))

- [1] **Clause 9 Zone objectives and development control table**
Omit wherever occurring from item (b) (i) **Without development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e) in the Development Control Table:
- dwelling houses
- [2] **Clause 9, table**
Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e):
- buildings or other structures ordinarily associated with dwelling houses
 - changes of building use (as defined in the Act)
 - demolition of buildings or other structures
 - dwelling houses
 - internal structural work in bed and breakfast establishments
- [3] **Clause 9, table**
Insert in alphabetical order in item b (ii) **Only with development consent** for Zones Nos 2 (r) and 2 (r1):
- buildings or other structures ordinarily associated with dwelling houses
 - changes of building use (as defined in the Act)
 - demolition of buildings or other structures
 - structural or internal alterations to bed and breakfast establishments
- [4] **Clause 9, table**
Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 3 (f):
- changes of building use (as defined in the Act)
 - demolition of buildings or other structures
 - external building work associated with an existing land use carried out with consent
 - structural or internal alterations to a building or other structure erected with consent or building approval

10 February 2021

Sai Global Pty Ltd

Reference number: 8000430785

Property address: 19 Flotilla Cct Jordan Springs NSW 2747

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

statement of cover	
EDEN BRAE HOLDINGS PTY LTD	HIA INSURANCE SERVICES (NSW)
2/38 Brookhollow Avenue	4 BYFIELD STREET
BAULKHAM HILLS NSW 2153	NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Register will also list whether any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	New Single Dwelling Construction
At	Lot 1113 19 Flotilla Circuit Jordan Springs New South Wales 2747
Site plan No	NA
Site plan type	NA
Homeowner	Mrs. Rebecca Elizabeth & Mr. Matthew Jason White
Carried out by	EDEN BRAE HOLDINGS PTY LTD
Builder job No	0022098/014
Licence number	120300C
Contract sum	\$401,334.00
Contract date	21/09/2017
Premium paid	\$2,122.09

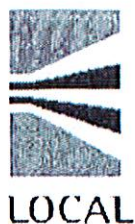
Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No HBCF17053345

Issued on 28/09/2017

Issued by QBE Insurance (Australia) Limited

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)



Final Occupation Certificate

CERTIFICATE NUMBER: 8035893

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 1113
DP: 1215088
19 FLOTILLA CIRCUIT
LLANDILO
NSW 2747

DESCRIPTION OF WORK:

TWO STOREY DWELLING

LIMITATIONS AND/OR EXCLUSIONS:

BUILDING CLASSIFICATION:

1a, 10a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: DA17/1127 dated 5/01/2018 issued by Penrith City Council is in force with respect to the building.
- Construction Certificate No: 8035893 dated 24/01/2018 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Manufacturers Certificate for Glazing (Shower Screens)
Stormwater Drainage Diagram
Certificate of Insulation
Manufacturers Certificate for Glazing (Windows)
Certificate of Installation of BASIX Requirements
Waterproofing Installation Certificate
Certificate of Structural Adequacy for Slab
Certificate of Structural Adequacy for Piers
Smoke Alarm Installation Certificate
Final Identification Survey
Pest Control Certificate
Record of Critical Stage Inspections

Certificate Issued By

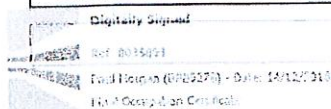
Paul Morgan

BPB0276

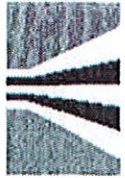
on behalf of Local Certification Services Pty Ltd ABC7

14 Dec 2018

Date of Certificate



Doc ID: 4CA2E13



LOCAL

RECORD OF MANDATORY INSPECTIONS

P.O. Box 7321
BAULKHAM HILLS NSW 2153
P: 1300 368 534
F: 02 9836 5722
E: info@localgroup.com.au

**Development
Consent Number:** DA17/1127

**Development
Certificate Number:** 8035893

Our Reference: 8035893

Subject Land: Lot: 1113 D.P.: 1215088
19 Flotilla Circuit
LLANDILO NSW 2747

In accordance with the requirements of Clause 151(2)(d) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 151(2)(d)(i - iii) of the Regulations.

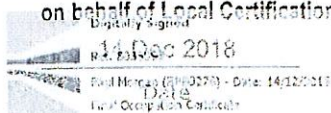
This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Inspection	Type of Inspection	Result	Accredited Certifier
27/03/2018	Pier Inspection	Satisfactory (Minor issues)	Andrew Dean BPB0087
27/03/2018	Commencement	Satisfactory	Andrew Dean BPB0087
4/04/2018	Slab Inspection	Satisfactory (Minor issues)	Mitchell Whiticker BPB2933
12/04/2018	Stormwater Inspection	Satisfactory	Mitchell Whiticker BPB2933
14/08/2018	Framework Inspection	Satisfactory (Minor issues)	Mitchell Whiticker BPB2933
10/09/2018	Wet Area Inspection	Satisfactory	Paul Morgan BPB0276
12/11/2018	Final (Preliminary) Inspection	Defective	Paul Morgan BPB0276
13/12/2018	Final Inspection	Satisfactory	Paul Morgan BPB0276

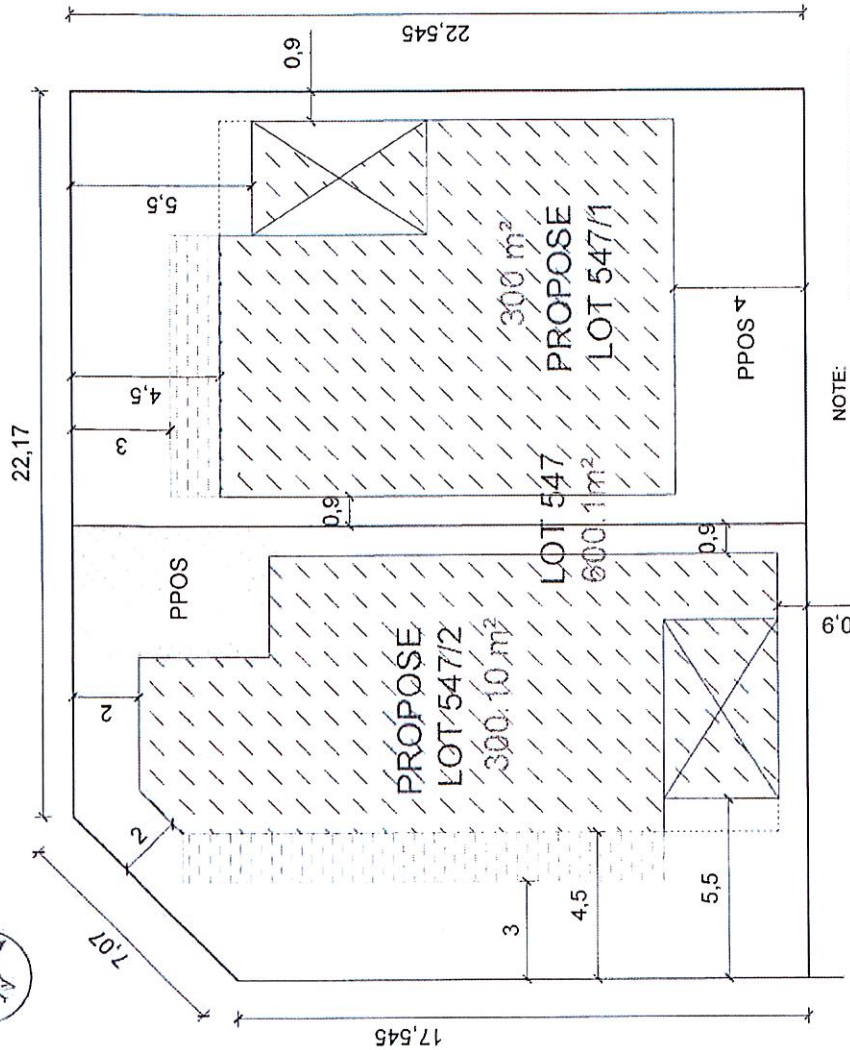
Certificate Issued By
Paul Morgan
BPB0276

on behalf of Local Certification Services Pty Ltd ABC7





ROAD 4



NOTE:
MINIMUM REAR SETBACK CAN BE VARIED
COMPLIANCE WITH CLAUSE 4.3.3 (PAGE 96)
DUAL OCCUPANCY CONTROLS STATES THE
REAR SETBACK CAN BE VARIED TO BE CONSISTENT WITH THE
SIDE SETBACK PROVIDED COMPLIANCE WITH PRIVATE OPEN
SPACE AND SOLAR ACCESS REQUIREMENTS ARE ACHIEVED.

SUB DIVISION APPROVAL PROCESS AS PER TABLE 3-4 OF
BCC GROWTH CENTRE PRECINCTS DCP
PATHWAY 2
LOT SIZE
EQUAL TO 300m² OR GREATER THAN 300m²
LOT WIDTH
EQUAL TO OR GREATER THAN 9 METRES
DWELLING PLANS REQUIRED
AS PART OF FUTURE DA OR CDC
DWELLING DESIGN 88B RESTRICTION REQUIRED
NO

BUILDING PLAN ENVELOPE PLAN LEGEND	
-----	MINIMUM BUILDING SETBACK
-----	ARTICULATION ZONE SETBACK
-----	PRIMARY BUILDING AREA TWO STOREY
-----	ARTICULATION AREA
-----	PREFERRED GARAGE AREA
-----	PRINCIPLE PRIVATE OPEN SPACE
-----	PRIVATE OPEN SPACE

LOT AND DWELLING TYPES AS PER TABLE 4-1 OF
BCC GROWTH CENTRE PRECINCTS
LOT WIDTH - $\geq 9 \leq 15$
DWELLING TYPE- DETACHED HOUSING

SUMMARY OF KEY CONTROLS AS PER TABLE 4-4 OF BCC GROWTH CENTRE PRECINCTS DCP	
LOT WIDTH $\geq 9 \leq 15$ DETACHED DWELLING	
FRONT SET BACK	4.50 METRES (MIN) BUILDING FACE 3.00 METRES (MIN) ARTICULATION ZONE 5.50 METRES (MIN) GARAGE
SIDE SET BACK	10.90 METRES (MIN) GROUND FLOOR 0.90 FIRST (MIN) GROUND FLOOR
REAR SETBACK	CAR PARKING
SECONDARY SETBACK	12.00 METRES (MIN)
BUILDING HEIGHT	12 STOREY
SITE COVERAGE	UPPER LEVEL 40% MAX. OF SITE AREA
LANDSCAPE AREA	MINIMUM 25% OF SITE AREA
PPOS	MINIMUM AREA 20.00 m ² MINIMUM DIMENSION 4.00 METRES
CAR PARKING	12 SPACES REQUIRED

BUILDING ENVELOPE PLAN	
Status	LOT 547 car ROAD 4, Riverstone.
Site	Sheet no. 1 OF 1 Rev no. 00
Suburb	Job no. QRB 547 Scale: 1:5
Council	Issue Date. 01/01/2019
Client	Dwg no. QRB_SCH_LOT_BEP-01

QART...BA HOMES	63-65 Garfield Road, Riverstone.
Design By: ALJ JAFAR	Date: 15/01/2019
Drawn By:	Checked By:

NOTES	
1. All dimensions to be checked on site prior to work commencing.	
2. Figure dimensions to be used, do not scale plans.	
3. Report all discrepancies to QARTABA HOMES PTY LIMITED	
4. Builders to check location of services prior to commencing site works.	

COPYRIGHT	
Copyright in and these plans remains at all times with QARTABA HOMES PTY LIMITED and these plans shall not be used or be permitted to be used for any other purpose other than the erection of the home on the subject site.	

Rev	By	Date	Description	Appr