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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**SOUTHLANDS ESTATE AGENTS** **Shop 3/2 Birmingham Road, South Penrith NSW 2750** **Email: admin@southlandsea.com.au**	**Phone: 4721 1111** **Fax: 4721 1112** **Ref: Ali Khanchedar**
co-agent		
vendor	**ETHAN JAMES FERGUSON AND ASHLEY BROOKE FERGUSON** **32 Cadet Circuit, Jordan Springs NSW 2747**	
vendor's solicitor	ROSE CONVEYANCING	**1/34 Campbell Street, Blacktown NSW 2148 (PO Box 810)** **Phone: 9831 6255** **Fax: 9622 8700** **Ref: CR:NSB:21/0129** **Email: blacktown@rose caveat.com.au**
date for completion	**42nd day**	**after the date of this contract** (clause 15)
land (address, plan details and title reference)	**32 CADET CIRCUIT, JORDAN SPRINGS NSW 2747** **Lot 1302 in Deposited Plan 1215096** **Folio Identifier 1302/1215096**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked ~~or as numbered~~: ☐ other documents:	

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

inclusions	☒ 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: security doors, air conditioner, alarm, remote for garage, garden shed, smoke alarms,		
exclusions				
purchaser				
purchaser's solicitor				**Phone:** **Fax:** **Ref:**
price	**$**			
deposit	**$** _____			(10% of the price, unless otherwise stated)
balance	**$**			
contract date				(if not stated, the date this contract was made)

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
Nominated *Electronic Lodgement 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 an *GSTRW payment* (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* (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 number (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):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 occupation certificate

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SECTION 66W CERTIFICATE

VENDOR:

PURCHASER:

PROPERTY:

I,

Solicitor/Licensed Conveyancer, certify as follows:-

a) I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.

b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.

c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

d) I have explained to the Purchaser

   (i) the effect of the contract for the purchase of the Property

   (ii) the nature of this certificate

   (iii) the effect of giving this certificate to the Vendor ie. that there is no cooling off period in relation to the contract.

DATED:

.....
Signature

SPECIAL CONDITIONS

1. **Discrepancy**

In the event of any discrepancy between these Special Conditions and the printed form of Contract these Special Conditions shall prevail. In the event of any discrepancy between the front three pages on the one hand and the remaining provisions of the printed form and/or the Special Conditions on the other hand then the front two pages shall prevail.

2. **Death/incapacity etc**

Notwithstanding any rule of law or equity to the contrary should either party (or where either party includes more than on person or company any one of such persons or companies) prior to completion:

(a) die or become mentally ill then the other party may by notice served on the deceased or mentally ill party rescind this contract and the provisions of clause 19 of this contract shall apply;

(b) become bankrupt or being a company resolve to go into liquidation or have a petition for bankruptcy or winding up presented or enter into a scheme of arrangement with creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then that party shall be deemed to be in default hereunder.

3. **Early possession**

Should the purchasers take possession pursuant to clause 18 of the printed form of the Contract no tenancy whatsoever shall be deemed to be or have been created and all outgoings are to become payable by the purchaser as from the date of possession.

4. **Inclusions etc**

The purchaser acknowledges that the purchaser:

(a) has inspected all fixtures, chattels, and inclusions (if any) referred to in the inclusions box on the front page of this contract.

(b) is purchasing them in their present state and condition of repair subject to fair wear and tear including mechanical breakdown and without representation as to quality or fitness for a particular purpose.

5. **Agent warranty**

The purchaser warrants to the vendor that:

(a) he has not been introduced to the property:

(i) by any real estate agent, other than the vendor's agent named at the head of this contract; and

(ii) by any real estate agent at all if there is no agent named at the head of this contract.

(b) he has not relied on any statement, warranty or representation made by the vendor or any other person on behalf of the vendor including the agent other than as disclosed in this contract.

It is agreed that the benefit of this warranty shall not merge upon completion of this contract.

6. **Discharge etc.**

The purchaser will accept on settlement a discharge of mortgage or withdrawal of caveat in registrable form with respect to the subject property, or where the vendor is not yet the registered proprietor of the subject property, either a transfer at the direction of the vendor from the actual registered proprietor, or a transfer from such registered proprietor to the vendor together with a transfer from the vendor to the purchaser provided that the appropriate fee payable to NSW Land Registry Services shall be allowed to the purchaser for its registration.

7. **Late completion**

(a) If completion of this contract does not take place on the date for completion pursuant to clause 15, except for any period of delay caused by the default of the vendor, it is an essential condition of this contract that the purchaser shall pay to the vendor upon completion, in addition to the other moneys payable under this contract:

- the amount obtained by applying a simple interest formula of ten per centum (10%) per annum on the full purchase price and calculated on a daily basis from the date for completion up to and including the date of actual completion.
- an amount of $275.00 representing an agreed contribution towards the vendors legal fees as a result of this delay.

(b) (i) In the event completion is not effected by the date for completion the party not in default shall be entitled to serve upon the other party a notice to complete.

(ii) If a notice to complete is served it is agreed by the vendor and the purchaser that not less than 14 days shall be deemed reasonable and sufficient notice for that purpose time being of the essence. The party giving that notice shall be at liberty at any time to withdraw the notice without prejudice to the right of such party to issue any further notice to complete.

(iii) As an essential condition of this contract the purchaser agrees to pay on completion $110.00 representing agreed expenses incurred by the vendor for drafting and engrossing in the event a notice to complete is issued to the purchaser.

(c) If, through no fault of the vendor, the purchaser cancels or postpones completion to a different date than the one booked, the purchaser shall pay to the vendor upon completion an amount of $110.00 representing an agreed contribution towards the vendors legal fees as a result of this delay – this fee can replicate for each cancellation or postponement.

8. **Reduced deposit**

The deposit payable pursuant to clause 2 of this contract is 10% of the purchase price. If the vendor agrees to accept from the purchaser upon entry into this contract payment of the deposit by installments the following provisions apply:

(a) such lesser sum as agreed on the date of exchange or prior to expiry of the cooling-off period; and

(b) the balance of the 10% on the earlier of the date of completion or termination by the vendor pursuant to clause 9 of the contract and in this respect time is of the essence.

9. **Amendments**

The printed clauses are amended as follows:

(a) clause 1 deleting the second bullet point under settlement cheque.

(b) clause 7.1.1 deleting the words *5% of the price* and replace with *$1.00*.

(c) clause 14.4.2 deleting the first & second bullet points.

(d) clause 16.5 deleting the words *plus another 20% of that fee*.

10. **Title particulars**

Sufficient particulars of title for the preparation of the transfer are contained in this contract. The purchaser agrees that notwithstanding the provisions of clause 4 of the contract, he shall not request the vendor to provide any statement of title.

11. **Requisitions on title**

In the event the purchaser raises requisitions pursuant to clause 5.2.1 of this contract the vendor shall have complied with their obligations if the vendor furnishes the purchasers replies to the requisitions contained in the printed form(s):

(a) © 2017 Copyright of TressCox Lawyers Residential Property Requisitions on Title.

or if strata:

(b) © 2017 Copyright of TressCox Lawyers Strata Title (Residential) Property Requisitions on Title.

12. **Release of deposit**

Notwithstanding clause 2.1 the deposit shall be released as follows:

(a) to the vendor upon exchange to assist in paying the deposit or stamp duty in their subsequent purchase.

(b) to the vendors conveyancers trust account if required for settlement – such transfer is made on the basis that:

  (i) a source funds account will be opened by the vendors conveyancer in the PEXA workspace; and

  (ii) the funds will be retained in escrow and not dealt with by the vendor until completion of this contract.

13. **Electronic transaction**

(a) The parties agree that this matter will be an *electronic transaction* on the PEXA platform. If the purchaser or their representation refuse or are not willing to settle via the PEXA platform, the purchaser must in addition to any other money payable under this contract pay to the vendors conveyancer a fee of $220.00 on completion as agreed contribution towards the vendors legal fees as a result of completion not being effected as an electronic transaction.

(b) The purchaser acknowledges that:

  (i) the vendor will be entitled not to *sign off* on the PEXA platform until the purchaser has uploaded the order on the agent/conveyancer to be held in escrow until settlement has been effected; and

  (ii) if this upload has not occurred on or before by the appointed time on the due date for settlement the purchaser will be deemed to be in default.

This special condition is an essential clause of this contract.

14. **Christmas holiday period**

(a) If the expiration of the cooling-off period falls between 5.00pm, 22 December and 18 January of the following year then both parties hereby agree the cooling-off period will be extended to expire at 5.00pm on 20 January of that following year.

(b) If the date for completion of this contract falls between 22 December and 18 January of the following year then both parties hereby agree the date for completion will be 21 January of that following year.

(c) Notwithstanding any other term or condition in this contract if either party serves the other party with a notice to complete between 22 December and 18 January of the following year then both parties hereby agree that the notice is deemed to require completion on 28 January of that following year.

15. **Sewer diagram**

The purchaser acknowledges that the service location diagram attached to the contract is the only diagram available from Sydney Water in the ordinary course of administration and the purchaser shall make no requisition, objection or claim for compensation in this regards. This special condition will not merge with completion.

16. **Cooling-off deposit**

The deposit is to be paid as follows:

(a) $_____ upon exchange of contracts; and

(b) The balance of the deposit namely, _____ to the deposit holder on or before the expiration of the cooling off period.

Both (a) and (b) are essential terms of this contract.

17. **Cooling-off period**

Both the vendor and the purchaser hereby agree to extend the cooling off period in this contract from 5 business days to _____ business days.

Nov 2020

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1302/1215096

SEARCH DATE	TIME	EDITION NO	DATE
12/3/2021	12:42 PM	3	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 1302 IN DEPOSITED PLAN 1215096
AT LLANDILO
LOCAL GOVERNMENT AREA PENRITH
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1215096

FIRST SCHEDULE

ETHAN JAMES FERGUSON
ASHLEY BROOKE FERGUSON
AS JOINT TENANTS (T AM535837)

SECOND SCHEDULE (11 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	DP1215096	RESTRICTION(S) ON THE USE OF LAND
8	DP1215096	EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9	DP1215096	EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
10	DP1215096	POSITIVE COVENANT
11	AM535838	MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 12/3/2021

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 12/03/2021 12:41:42

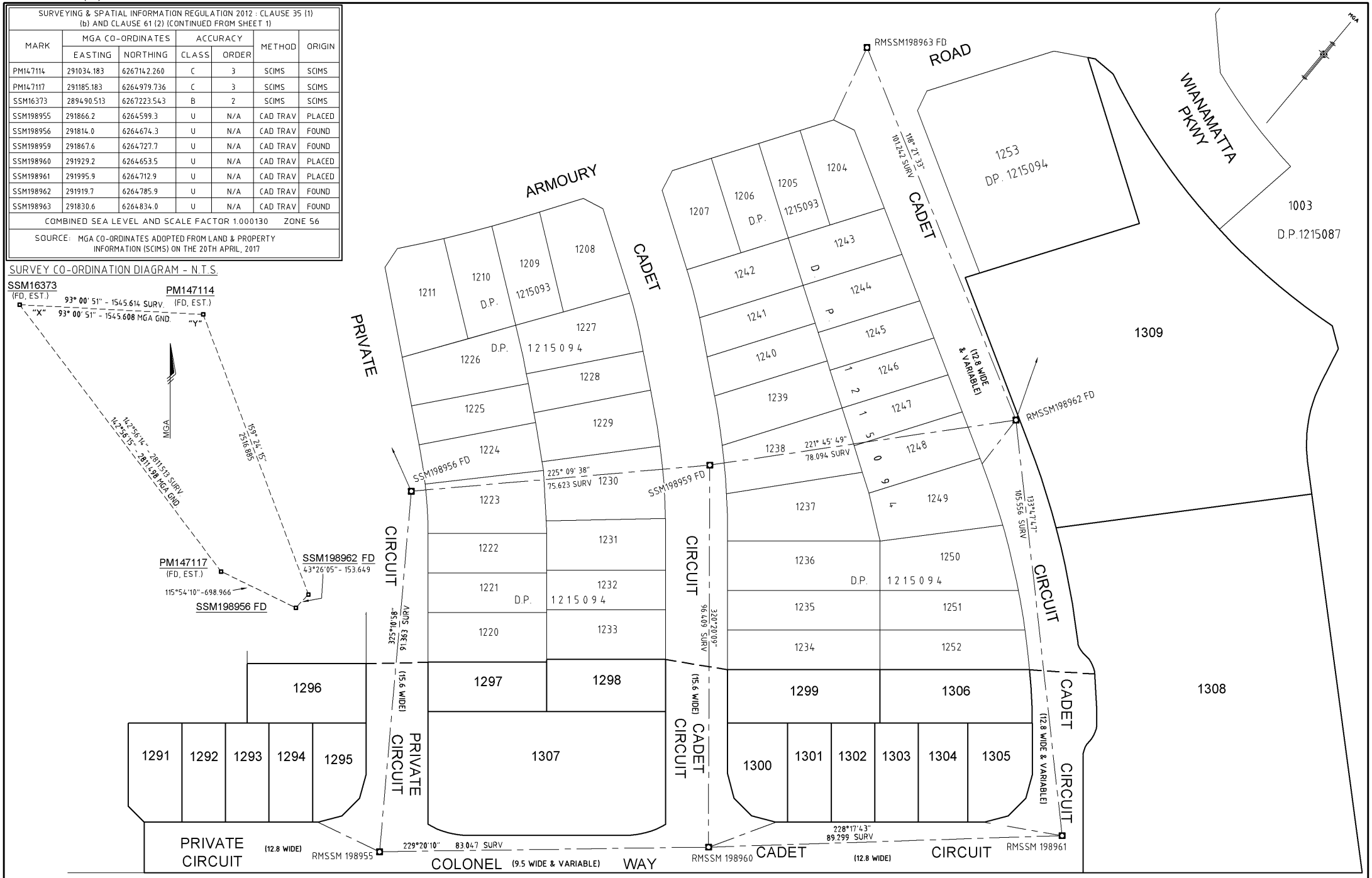
SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 35 (1) (b) AND CLAUSE 61 (2) (CONTINUED FROM SHEET 1)

MARK	MGA CO-ORDINATES		ACCURACY		METHOD	ORIGIN
	EASTING	NORTHING	CLASS	ORDER		
PM147114	291034.183	6267142.260	C	3	SCIMS	SCIMS
PM147117	291185.183	6264979.736	C	3	SCIMS	SCIMS
SSM16373	289490.513	6267223.543	B	2	SCIMS	SCIMS
SSM198955	291866.2	6264599.3	U	N/A	CAD TRAV	PLACED
SSM198956	291814.0	6264674.3	U	N/A	CAD TRAV	FOUND
SSM198959	291867.6	6264727.7	U	N/A	CAD TRAV	FOUND
SSM198960	291929.2	6264653.5	U	N/A	CAD TRAV	PLACED
SSM198961	291995.9	6264712.9	U	N/A	CAD TRAV	PLACED
SSM198962	291919.7	6264785.9	U	N/A	CAD TRAV	FOUND
SSM198963	291830.6	6264834.0	U	N/A	CAD TRAV	FOUND

COMBINED SEA LEVEL AND SCALE FACTOR 1.000130 ZONE 56

SOURCE: MGA CO-ORDINATES ADOPTED FROM LAND & PROPERTY INFORMATION (SCIMS) ON THE 20TH APRIL, 2017

SURVEY CO-ORDINATION DIAGRAM - N.T.S.



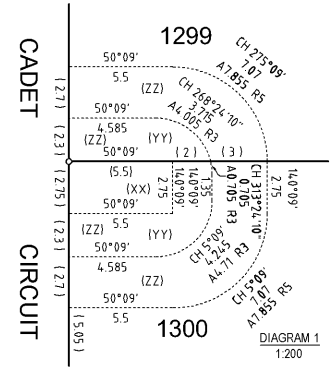
Surveyor : ANTHONY NICOLAAS ROOD Date of Survey : 20-4-2017 Surveyor's Ref : C212-DP29 (C212-DP29-001e.dwg)	**PLAN OF SUBDIVISION OF LOT 1215 D.P.1215093**	LGA : PENRITH Locality : LLANDILO Subdivision No : **034/17** Lengths are in metres. Reduction Ratio 1 : 600	Registered 14.06.2017	**DP1215096**

Req:R945622 /Doc:DP 1215096 P /Rev:15-Jun-2017 /Sts:SC.OK /Pgs:ALL /Prt:30-Jun-2017 10:18 /Seq:1 of 5
Ref: /Src:U

SCHEDULE OF SHORT LINES & CURVES

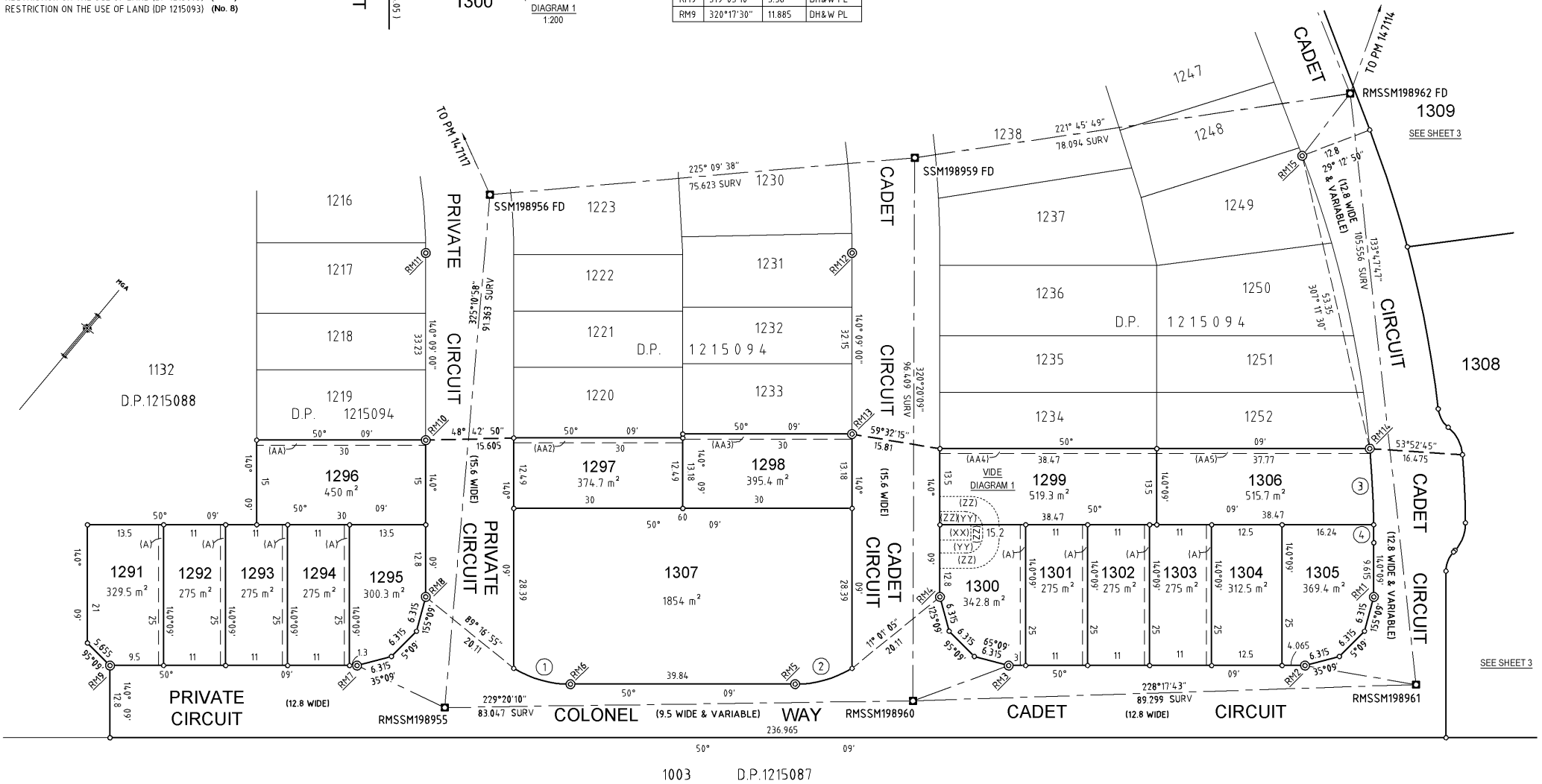
Number	Bearing	Distance	Arc Length	Radius
1	245°42'50"	10.465	10.595	19.5
2	214°35'10"	10.465	10.595	19.5
3	137°11'05"	13.52	13.52	192.2
4	139°40'30"	3.185	3.185	192.2

(A) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
(AA) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1215094) **(No. 2)**
(AA2) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1215094) **(No. 3)**
(AA3) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1215094) **(No. 4)**
(AA4) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1215094) **(No. 5)**
(AA5) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1215094) **(No. 6)**
(XX) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & VARIABLE (DP 1215093)
(YY) RESTRICTION ON THE USE OF LAND (DP 1215093) **(No. 7)**
(ZZ) RESTRICTION ON THE USE OF LAND (DP 1215093) **(No. 8)**



SCHEDULE OF REFERENCE MARKS

No	Bearing	Distance	Mark	No	Bearing	Distance	Mark
RM1	248°43'	3.775	DH&W PL	RM10	237°00'40"	3.655	DH&W FD DP 1215094
RM1	235°25'50"	11.885	DH&W PL	RM10	230°42'50"	11.87	DH&W FD DP 1215094
RM2	239°51'20"	19.985	SSM 198961	RM11	227°42'	3.635	DH&W FD DP 1215094
RM3	29°55'20"	18.105	SSM 198960	RM11	237°16'30"	12.015	DH&W FD DP 1215094
RM4	50°41'50"	3.66	DH&W PL	RM12	200°49'50"	4.105	DH&W FD DP 1215094
RM4	49°38'20"	11.88	DH&W PL	RM12	241°14'10"	12.145	DH&W FD DP 1215094
RM5	325°19'40"	2.355	DH&W PL	RM13	244°54'40"	3.755	DH&W FD DP 1215094
RM5	319°11'10"	8.58	DH&W PL	RM13	219°13'10"	12.135	DH&W FD DP 1215094
RM6	312°32'40"	2.36	DH&W PL	RM14	237°16'30"	3.71	DH&W FD DP 1215094
RM6	318°18'20"	8.58	DH&W PL	RM14	232°00'	15.37	DH&W FD DP 1215094
RM7	255°41'05"	17.26	SSM 198955	RM15	177°45'10"	13.945	SSM 198962 FD DP 1215094
RM8	232°57'	3.545	DH&W PL				
RM8	232°49'10"	11.86	DH&W PL				
RM9	319°03'10"	3.58	DH&W PL				
RM9	320°17'30"	11.885	DH&W PL				

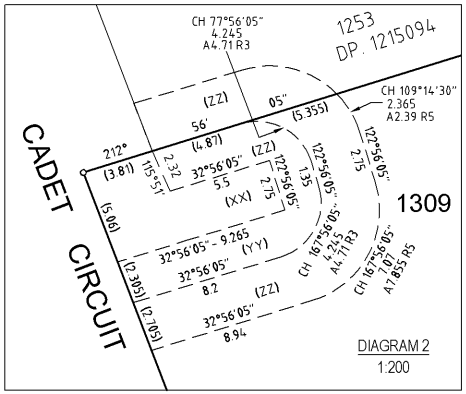


Surveyor : ANTHONY NICOLAAS ROOD	**PLAN OF SUBDIVISION OF LOT 1215 D.P.1215093**
Date of Survey : 20-4-2017	
Surveyor's Ref : C212-DP29	
(C212-DP29-001e.dwg)	
LGA : PENRITH	Registered
Locality : LLANDILO	14.06.2017
Subdivision No : 034/17	
Lengths are in metres. Reduction Ratio 1 : 500	**DP1215096**

Req:R945622 /Doc:DP 1215096 P /Rev:15-Jun-2017 /Sts:SC.OK /Pgs:ALL /Prt:30-Jun-2017 10:18 /Seq:2 of 5
Ref: /Src:U

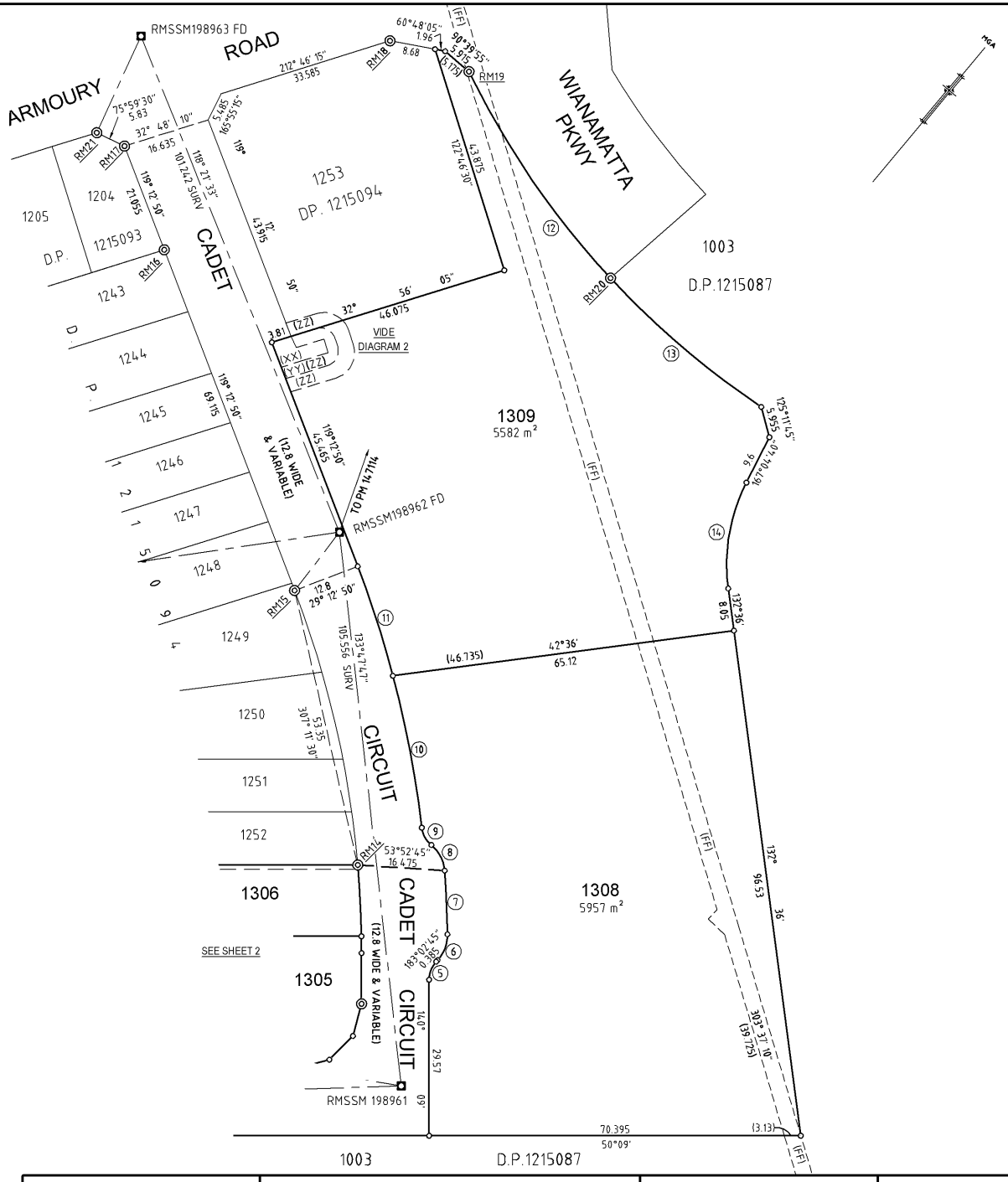
SCHEDULE OF SHORT LINES & CURVES

Number	Bearing	Distance	Arc Length	Radius
5	341°35'50"	3.655	3.745	5
6	341°06'50"	5.23	5.36	7
7	317°31'05"	12.105	12.105	208.5
8	292°51'	5.47	5.62	7
9	291°34'35"	3.735	3.825	5
10	309°24'	29.28	29.305	205
11	302°15'35"	21.78	21.79	205
12	105°44'55"	47.445	47.615	162
13	90°40'25"	37.545	37.63	162
14	149°50'20"	20.39	20.7	34.4



SCHEDULE OF REFERENCE MARKS

No	Bearing	Distance	Mark
RM14	237°16'30"	3.71	DH&W FD DP 1215094
RM14	232°00'	15.37	DH&W FD DP 1215094
RM15	177°45'10"	13.945	SSM 198962 FD DP 1215094
RM16	192°16'10"	3.77	DH&W FD DP 1215093
RM16	209°12'10"	11.865	DH&W FD DP 1215093
RM17	212°51'30"	3.595	DH&W FD DP 1215093
RM17	211°59'20"	11.88	DH&W FD DP 1215093
RM18	104°11'	0.49	GIP FD DP 1215093
RM19	217°28'	0.6	GIP FD DP 1215093
RM20	188°48'	0.545	GIP FD DP 1215093
RM21	164°47'30"	20.125	SSM 198963 FD DP 1215093



(FF) EASEMENT FOR SEWER 3.0 WIDE (W329736) (DP 634001)
(XX) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & VARIABLE (DP 1215093)
(YY) RESTRICTION ON THE USE OF LAND (DP 1215093) **(No. 7)**
(ZZ) RESTRICTION ON THE USE OF LAND (DP 1215093) **(No. 8)**

Surveyor : ANTHONY NICOLAAS ROOD Date of Survey : 20-4-2017 Surveyor's Ref : C212-DP29 (C212-DP29-001e.dwg)	**PLAN OF SUBDIVISION OF LOT 1215 D.P.1215093**	LGA : PENRITH Locality : LLANDILO Subdivision No : **034/17** Lengths are in metres. Reduction Ratio 1 : 600	Registered 14.06.2017	DP1215096

Req:R945622 /Doc:DP 1215096 P /Rev:15-Jun-2017 /Sts:SC.OK /Pgs:ALL /Prt:30-Jun-2017 10:18 /Seq:3 of 5
Ref: /Src:U

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered : 14.06.2017

Title System : TORRENS

Purpose : SUBDIVISION

Office Use Only

DP1215096

PLAN OF SUBDIVISION OF LOT 1215 D.P.1215093

LGA : PENRITH

Locality : LLANDILO

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: .....

Subdivision Certificate

SC17/0027

I, Gavin Chessell

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: Gavin Chessell

Accreditation number: .....

Consent Authority : PENRITH CITY COUNCIL

Date of endorsement: 30/5/17

Subdivision Certificate number: 034/17

File number: DA 15/0299

*Strike through if inapplicable.

Survey Certificate

I, ANTHONY NICOLAAS ROOD of RPS Australia East Pty Ltd PO BOX 6843 BAULKHAM HILLS 2153

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 20-4-2017

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

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

Signature: ..... Dated: 20-4-2017

Surveyor ID: 1933

Datum Line: 'X' - 'Y'

Type: *Urban /~~*Rural~~

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

*Strike through if inapplicable.

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

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

It is intended to dedicate :-

1. PRIVATE CIRCUIT 12.8 WIDE & 15.6 WIDE
2. CADET CIRCUIT 12.8 WIDE, 15.6 WIDE AND VARIABLE WIDTH
3. COLONEL WAY 9.5 WIDE AND VARIABLE WIDTH

TO THE PUBLIC AS PUBLIC ROAD.

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

DP 1215093
DP 1215094
DP 1215087
DP 1215088
DP 1216944

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference : C212-DP29
(C212-DP29-001c.dwg)

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 14.06.2017

Office Use Only

DP1215096

PLAN OF SUBDIVISION OF LOT 1215 D.P.1215093

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

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

Subdivision Certificate number: 034/17

Date of Endorsement: 30/5/17

PURSUANT TO SECTION 88B OF THE *CONVEYANCING ACT 1919* IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
3 POSITIVE COVENANT
4 RESTRICTION ON THE USE OF LAND

Pursuant to Section 60(c) of the *SSI Regulation 2012* a schedule of addresses is unavailable

Signed by
St Marys Land Limited
ABN 32 088 278 602

sign	sign
DIRECTOR	DIRECTOR
office (director or secretary)	office (director or secretary)
MICHELLE LETTON	ARTHUR ILIAS
full name	full name

If space is insufficient use additional annexure sheet

Surveyor's Reference: C212-DP29
(C212-DP29-001c.dwg)

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No SC0034/17 of 30/5/17

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	Each Lot 1291 to 1306 incl.	Every other lot 1291 to 1306 incl.
2.	Easement for Access and Maintenance 0.9 wide (A)	1291 1292 1293 1294 1300 1301 1302 1303	1292 1293 1294 1295 1301 1302 1303 1304
3.	Positive Covenant	Lot 1291 to 1307 incl.	Penrith City Council
4.	Restriction on the Use of Land	1307	Penrith City Council

PART 2 (Terms)

Authorised Officer
Penrith City Council

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No CC 034/17 of 30/5/17

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

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No ..CC.0341/17...of...30/5/17.....

(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

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No CC034/17 of 30/5/17

(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 POSITIVE COVENANT NUMBERED THREE 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'.

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

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

Authorised Officer
Penrith City Council

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No ..CC034/17..of..30/5/17.....

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

St Marys Land Limited

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY EASEMENT NUMBERED TWO , THE POSITIVE COVENANT NUMBERED 3 AND THE RESTRICTION NUMBERED 4 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).

   "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.

Authorised Officer
Penrith City Council

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No CC03417 of 30/5/17

"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).

Signed by
ST MARYS LAND
LIMITED
ABN 38 088 278 602

Signature	Signature
DIRECTOR	DIRECTOR
Office (director or secretary)	Office (director or secretary)
MICHELLE LEITON	ARTHUR ILIAS
Full name	Full name

Authorised Officer
Penrith City Council

ePlan

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

Plan:

DP1215096

Plan of Subdivision of Lot 1215 in DP1215093 covered by Subdivision Certificate

No CC034/17 of 30/5/17

Signed for **Penrith City Council** by it's 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)

31/5/2017
Date:

CHRISTINE MARTYN
Name: (eligible witness)

PLANNING ADMIN OFFICER
Occupation/Position Held: (eligible witness)

C/- 601 HIGH ST PENRITH
Address: (eligible witness)

Signature: (eligible witness)

REGISTERED 14.06.2017

Authorised Officer
Penrith City Council

Req:R797050 /Doc:DL D431274 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190965

D431274

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

COMMONWEALTH OF AUSTRALIA.

The *Lands Acquisition Act* 1906-1936.

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 Gazettes* No. 266 dated 18th December, 1941) and No. 183 dated 2nd July, 1942, and as appurtenant thereto to pass discharge and conduct all surface percolating and other drainage waters by means of open or covered drains or line or lines of pipes through over under 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 cleansing 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* 1906-1936 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.

[illegible] containing 22 acres of 1 acre [illegible] as shown hachured and numbered 1 on plan hereunder: Commencing at a point which bears 270 degrees 50 minutes 353 feet 7¼ inches from the southeastern corner of Portion 114 Parish of Rooty Hill and bounded thence by part of the northern side of a road 66 feet wide bearing 270 degrees 50 minutes 35 feet 8¾ inches thence by lines bearing 338 degrees 15 minutes 40 seconds 90 feet 9½ inches 346 degrees 49 minutes 82 feet 2½ inches 3 degrees 11 minutes 83 feet 6 inches 26 degrees 25 minutes 20 seconds 102 feet 7¾ inches 29 degrees 41 minutes 10 seconds 108 feet 1½ inches 5 degrees 50 seconds 196 feet 9 inches 2 minutes 139 feet 5 inches 345 degrees 28 minutes 30 seconds 70 feet 3½ inches 296 degrees 42 minutes 50 seconds 48 feet 2½ inches 286 degrees 44 minutes 10 seconds 150 feet 10 inches 257 degrees 22 minutes 117 feet 0½ inches 267 degrees 40 minutes 20 seconds 81 feet 5½ inches 311 degrees 17 minutes 30 seconds 2 feet 0¾ inches 329 degrees 33 minutes 40 seconds 145 feet 2½ inches 59 degrees 33 minutes 40 seconds 33 feet 149 degrees 33 minutes 40 seconds 139 feet 10½ inches 131 degrees 17 minutes 30 seconds 53 feet 6½ inches 87 degrees 40 minutes 20 seconds 65 feet 3¾ inches 77 degrees 22 minutes 122 feet 8¾ inches 106 degrees 44 minutes 10 seconds 162 feet 4¼ inches 116 degrees 41 minutes 50 seconds 60 feet 1¾ inches 165 degrees 28 minutes 30 seconds 89 feet 5½ inches 180 degrees 2 minutes 145 feet 0¾ inches 185 degrees 50 seconds 205 feet 4¾ inches 209 degrees 41 minutes 10 seconds 114 feet 4½ inches 206 degrees 25 minutes 20 seconds 94 feet 11 inches 183 degrees 11 minutes 71 feet 11¾ inches 166 degrees 49 minutes 75 feet and 158 degrees 15 minutes 40 seconds 102 feet 0½ inches to the point of commencement.

This is the copy notification referred to in annexed Certificate

Req:R797050 /Doc:DL D431274 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:2 of 4
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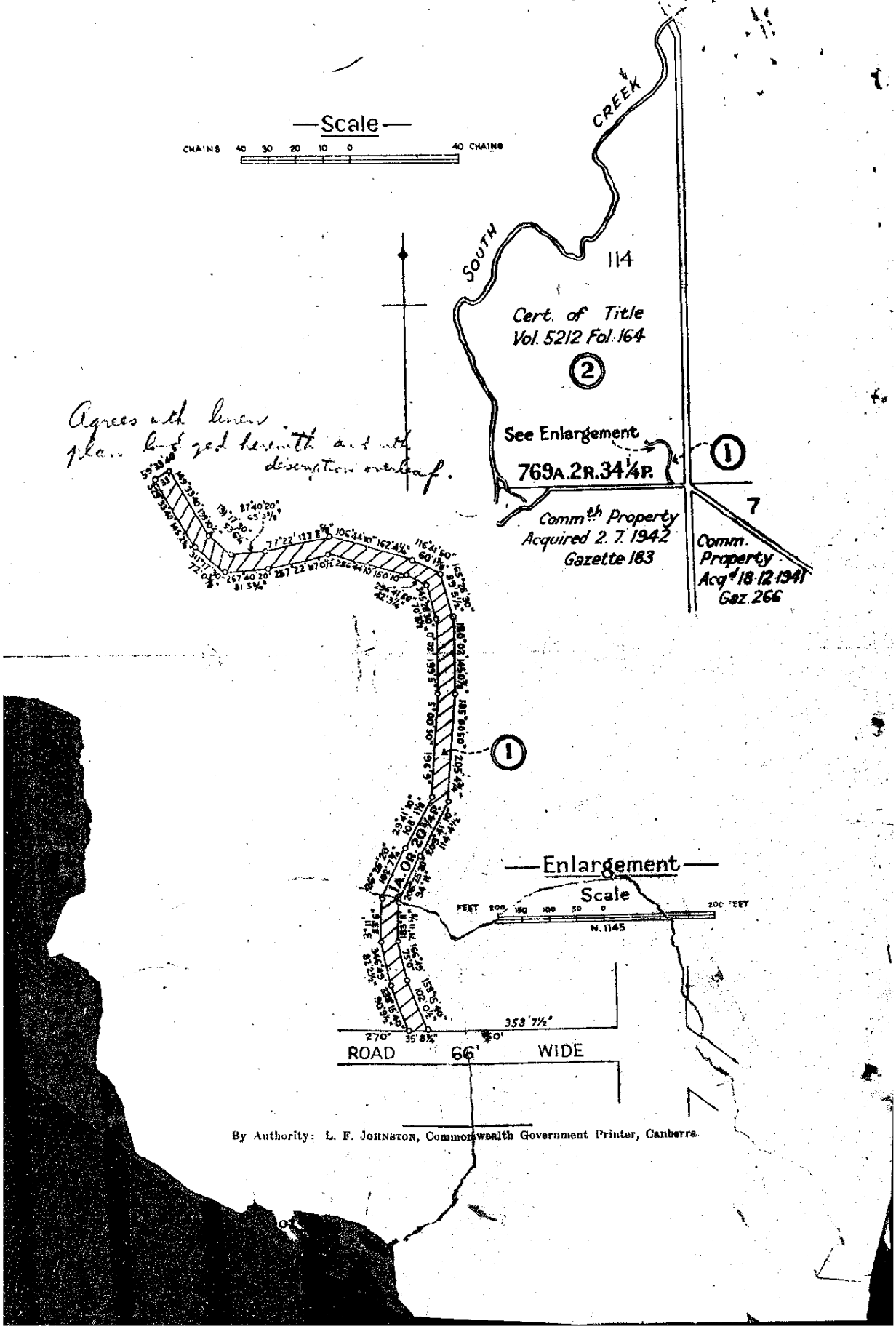
Secondly: All that piece of land containing an area of 769 acres 2 roods 34¼ perches more or less being the whole of the land in Certificate of Title Volume 5212 Folio 164 exclusive of the land firstly herein described and being part of Portion 114 Parish of Rooty Hill County of Cumberland State of New South Wales as shown numbered 2 on plan hereunder.



By Authority: L. F. JOHNSTON, Commonwealth Government Printer, Canberra.

Req:R797050 /Doc:DL D431274 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:3 of 4
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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.

PLAN REFILED IN PLAN ROOM AS F.P. 431900

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 -

Geo. S. Knowles
Solicitor-General.

Acting for Secretary,
Attorney-General's Department.

Req:R797050 /Doc:DL D431274 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:4 of 4
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D431274

Notification of Acquisition of Easement affecting part of Portion 114 Parish of Rooty Hill County of Cumberland Shire of Blacktown.

Commonwealth of Australia

Lodged by -

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

Particulars entered in Register Book
Vol 5918 Fol 164
" 6500 " 131

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

L. Wells
Registrar

REGISTRAR GENERAL * NEW SOUTH WALES *

EXTRA FEES
Diagram
Extra Folios 15/5/46

INDEXED
4 JUN 1946
BY
CHECKED BY

Req:R804051 /Doc:DL K780528 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:19-Nov-2009 15:01 /Pgs:ALL /Seq:1 of 6
Ref:CMG/70078 /Src:E

K 780528

4E

FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 23A SHOULD BE USED.

FEES:— £ s. d.
Lodgment : :
Endorsement : :
: :
: :
Lodg. Fee 88.00
Endts. 87.00 £173:00
85.00
on 8.1.68 25/8/67

R.P. 13. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

(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.

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

b State in full the name of the person who furnished the consideration monies.

c1 Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, c2 whether they hold as joint tenants or tenants in common.

d The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (eg. "and being lot sec. D.P. "). Unless authorised by Reg. 63 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900-1956, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

g Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATIONS NOT TO BE ALTERED BY ERASURE—See Foot Note

THE COMMONWEALTH OF AUSTRALIA

(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 One Dollar ($ 1.00) (the receipt whereof is hereby acknowledged) paid to it by THE COUNCIL OF THE CITY OF PENRITH

do hereby transfer to

THE COUNCIL OF THE CITY OF PENRITH whose Council Chambers are in Station Street Penrith (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.	
SEE ANNEXURE HERETO MARKED "A"					

ENCUMBRANCES, &c., REFERRED TO

SEE ANNEXURES HERETO MARKED "A" "B" "C" "D"

Signed at Sydney the twelfth day of July 1967

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, Fourth Crown Solicitor's Office, New South Wales, in the presence of —

As officer of the Australian Government Department

Transferor

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 1st day of March 1967 AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle Foster two of the members in whose presence the seal was so affixed.

Assistant Secretary
Metropolitan Water Sewerage & Drainage Board

Signed in my presence by the transferee The Common Seal of the Council of the City of Penrith was hereunto affixed this twelfth day of May 1967

MAYOR.

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

TOWN CLERK

Transferee(s)

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty 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 noticed in the attestation.

St 437—W K 1145 V. C. N. Blight, Government Printer

Req:A004031 /Doc:DL K780528 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:19-Nov-2009 15:01 /Pgs:ALL /Seq:2 of 6
Ref:CMG/70078 /Src:E

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

No.

PARTIAL DISCHARGE OF MORTGAGE[a]

(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.

[a] 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.

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.[b]

Signed at the day of , 19

Signed in the presence of M.P.D.

[b] 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[c]

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

[c] 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 for varying easement formerly affecting (9032/182) (9043/148) Easement for Sewerage (Conveyance) (9043/132)

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1 2 3 4 5 6 — Received Docs. Nos. — Receiving Clerk

Checked by

Particulars entered in Register Book, Volume Folio

Passed (in S.D.B.) by

on 7.12.1967

at 10 Am

Signed by

Registrar-General.

EXTRA FEES K780528 Caveat 3 3 67 Caveat 3 3 67 A1 3 3 67

R.G.T./24

PROGRESS RECORD

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

Vol. Fol.

FEES.

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

(a) £2 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.

X 3165 51 437—W

Req:R804051 /Doc:DL K780528 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:19-Nov-2009 15:01 /Pgs:ALL /Seq:3 of 6
Ref:CMG/70078 /Src:E

" A "

COUNTY	PARISH	REFERENCE TO TITLE WHOLE/ PART	VOL.	FOL.	DESCRIPTION OF LAND (if part only)
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 ——— appurtenant
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 ~~affix~~ 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.

B

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

.....
TOWN CLERK

.....
Mayor.

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

.....
an officer of the Attorney General's Department

D J McAuley.

"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 undersurface 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 distributory 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 repass 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 compensation 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 thesaid 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 DOTH 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 theBoard 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 allowed 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 DOTH 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 twelfth day of May 1962.

Mayor.

Town Clerk

B

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

an officer of the Attorney-General's Department

* Now being part of land comprised in Cert. of Title, Vol. 7027 Fol. 191/192 resp.

Now being part of land comprised in (R.44) Cert. of Title, Vol. 7032 Fol. 142/143 resp.

* Amendment 30 May 1962 (comprised in 2nd Schedule)

Req:R804051 /Doc:DL K780528 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:19-Nov-2009 15:01 /Pgs:ALL /Seq:5 of 6
Ref:CMG/70078 /Src:E

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 undergrounc 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 itssuccessors 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

Ø 1 of 203 of 31912
M. 9415 Pg. 132

W. L. Abramson
Mayor.

Town Clerk

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

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 —

an officer of the Attorney-General's Department

D. J. McAuley.

B

Req:R804051 /Doc:DL K780528 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:19-Nov-2009 15:01 /Pgs:ALL /Seq:6 of 6
Ref:CMG/70078 /Src:E

"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. 31902 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

Mayor.

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

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 —

an officer of the Attorney-General's Department.

B

Req:R797053 /Doc:DL L569620 /Rev:16-Apr-1997 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:1 of 5
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

FEES:— £ s. d.
Lodgment
Endorsement

R.P. 13A. No. ~~I 1563~~ L569620 123/64138 BGT/LW

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

£ 21:00
2.4.68

(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.

I, THE COMMONWEALTH OF AUSTRALIA

(herein called transferor)

being registered as the proprietor of an estate in fee simple[a] 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

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

do hereby transfer to

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

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

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

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land[c] (if part only).
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan No. 223888
		Part	9032	50	
		Part	9032	52	
		Part	8237	66	

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

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

Volume 11118 Folio 15 Lot 1 D.P. 535498 being

RESERVING unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume ~~8237 Folio 69~~ 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. 7¾p." ~~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.

W 8042 K 1165-2 V. C. N Blight, Government Printer

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~~AND the transferee for itself and its assigns covenants with the transferor~~

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.

d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

ENCUMBRANCES, &c., REFERRED TO.e

e A very short note will suffice.

Easement No. D. 431274.
Transfer and Grant No. J.340279

K 1165—2

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Form I A OFFICE USE ONLY

PLAN OF Easement 16 feet wide and variable width in Lot 1 D.P. 223888

Registered: L-69620

C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan

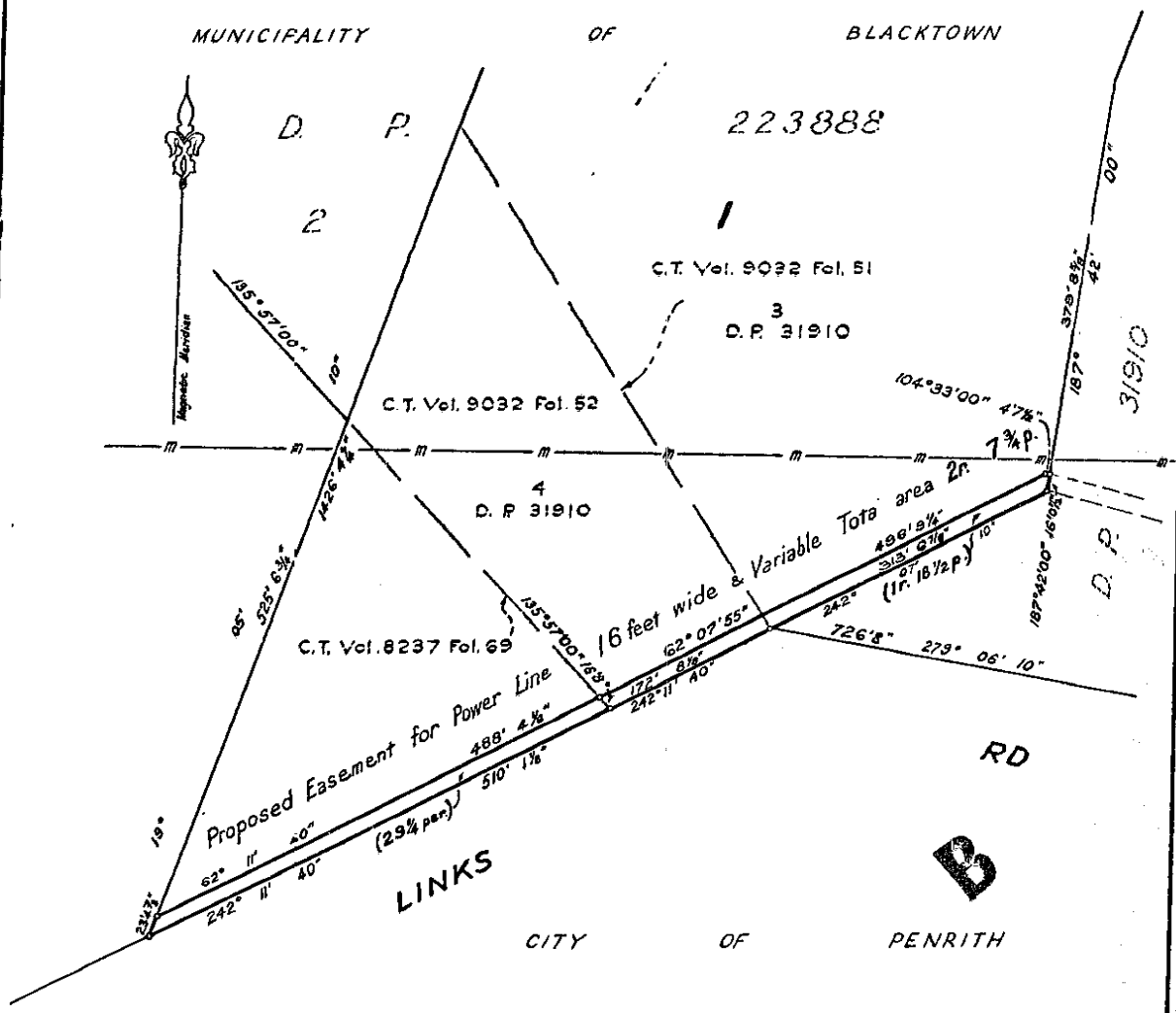
~~Mun./Shire~~ City Penrith

Town or Locality St Marys North

Parish Rooty Hill

County Cumberland Scale 264 feet to 1 inch

WARNING. Plan Drawing only to appear in this space.



Signatures, Seals and Statements of Dedications and Easements.

THIS IS THE ANNEXURE MARKED A
MEMORANDUM OF TRANSFER
DATED ... DAY OF M.W.S. 1968

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

an officer of the Attorney General's Department.

I, Arthur John GALLAGHER

of M.W.S & D.B 341 Pitt St Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that ~~the survey represented in~~ this plan was compiled from information in D.P.31910 & D.P.223888, 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 [signature] 24-3-66

Surveyor registered under Surveyors Act, 1929, as amended.

~~Datum Line of Falmuth.~~

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

R.L.G.

LODGE WITH DEALING

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

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© office of the Registrar-General /Src:INFOTRACK /Ref:190965

(3)

Signed at Sydney the thirteenth day of March 1968

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Transferor.*

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 —

an officer of the Attorney-General's Department

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

~~Signed in my presence by the transferee~~

~~WHO IS PERSONALLY KNOWN TO ME~~

Transferee(s).

Accepted and the Board hereby certifi this Transfer to be correct for th 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.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

---

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

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

Execution may be proved where the parties are resident:—

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

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

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

§ 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 be signed or acknowledged before one of these parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty 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 noticed in the attestation.

K 1165.—)

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© Office of the Registrar-General /Src:INFOTRACK /Ref:190965

~~L 1562~~

No. L569620

LODGED BY W. R. Smoothey. Solr.
CNR. Pitt & Bathurst Sts
Sydney.
20648 Xtn 5184

FEES.

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

(a) £2 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.

1. 167 (3) 146
2.
3.
4.
5.
6.

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.[i]

(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.

[i] 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.

INDEXED	MEMORANDUM OF TRANSFER
	Reserving Easement for Transmission Line. Subject to Covenant
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	on 13-1-1970
Signed by	at 4 PM
C/8	J. Watson 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 Engrossers		
Cancellation Clerk ...		
Vol.	Fol.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

K 1165

InfoTrack
Req:R797047 /Doc:DP 0789196 P /Rev:17-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:1 of 2
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PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 789196

Registered: 23.5.1989

C.A.:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7360-1,2,3*

Last Plan: DP 599377

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 599377

Lengths are in metres. Reduction Ratio 1: 20000

88/883

~~Municipality~~ City: BLACKTOWN
PENRITH

Locality: ST. MARYS
MT. PLEASANT

Parish: ROOTY HILL
LONDONDERRY

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable).

I, DAVID CRAIG RADFORD

of DEPT. ADMINISTRATIVE SERVICES, N.S.W.

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

* 13 APRIL, 1989

Signature: David Radford
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: "A"-"E" F.B. F 3860 N.S.W.
*Insert date of survey "C"-"D" F.B. F 3740 N.S.W.

Plans used in preparation of survey/compilation.
D.P. 599377

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

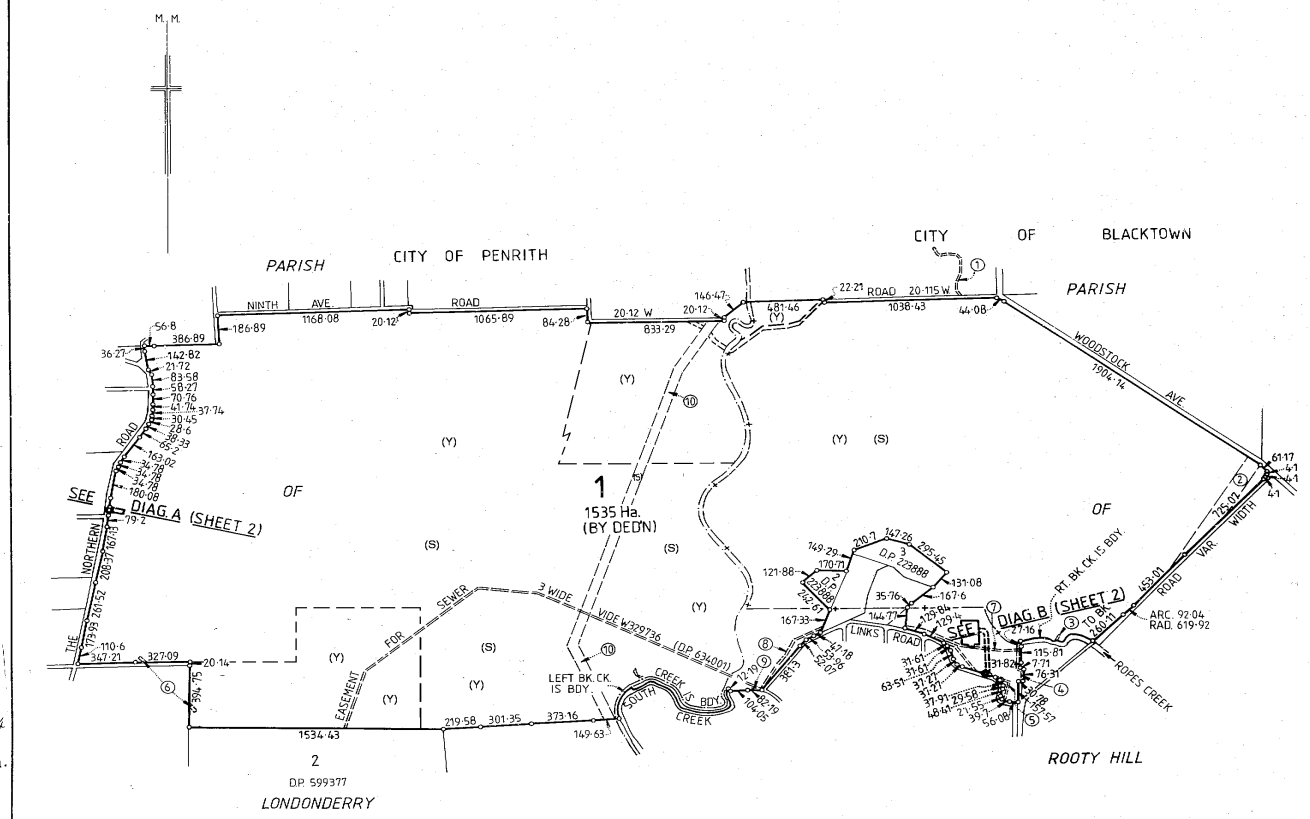
PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :

RIGHT OF CARRIAGEWAY 20·115 WIDE & VARIABLE

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

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding, occupying or performing the duties of the office of Principal Legal Officer (Form No. ~~4961~~ 7404) New South Wales, in the presence of:-

An Officer of the Attorney-General's Department.



NOTE

1 EASEMENT FOR DRAINAGE 10·6 W. D431274
2 EASEMENT FOR TRANSMISSION LINE 88·39 W. K503345
3 EASEMENT FOR SEWER PIPELINE 3·05 W. K498570
4 EASEMENT FOR DRAINAGE 6·1 W. D.P. 224743
5 EASEMENT FOR WATERMAIN 3·05 W. P345880
6 EASEMENT FOR STORMWATER DRAINAGE 3 WIDE VIDE S 274132
7 EASEMENT FOR SEWERAGE 9·14 W. & VAR. L569621
8 EASEMENT FOR SEWERAGE 6·1 W. & VAR. L569621
9 EASEMENT FOR SEWERAGE 4·57 W. L569621
10 EASEMENT FOR TRANSMISSION LINE 70 W. Y228360 D.P. 641320
(S) BENEFITED BY - EASEMENT FOR DRAINAGE D.P. 431274
(Y) BENEFITED BY - EASEMENT FOR POWER LINE K780528

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed .....
(Insert "new road" "subdivision" or "consolidated lot") set out herein

Subdivision No. .....

Date .....

(Signature) .....
Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable

SURVEYOR'S REFERENCE: DEPT. ADMINISTRATIVE SERVICES, N.S.W. AUSLIG NEG. NO. 24694 N.S.W. MPD

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

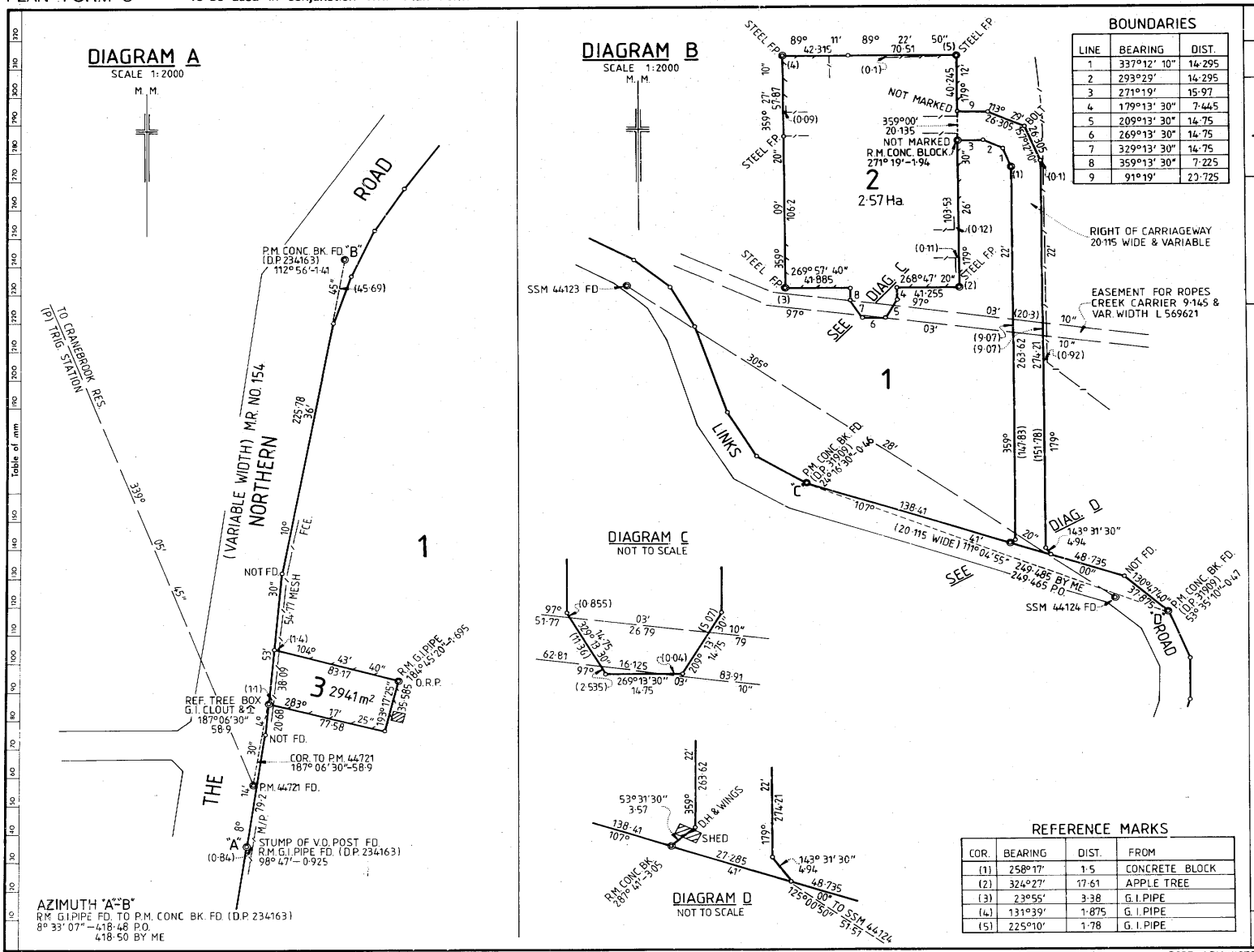
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NOTATION & DESIGNATION (Y) ADDED AND DESIGNATION (S) AMENDED - SEE 2011/149519 9.11.2011

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY



BOUNDARIES

LINE	BEARING	DIST.
1	337°12' 10"	14·295
2	293°29'	14·295
3	271°19'	15·97
4	179°13' 30"	7·445
5	209°13' 30"	14·75
6	269°13' 30"	14·75
7	329°13' 30"	14·75
8	359°13' 30"	7·225
9	91°19'	20·725

REFERENCE MARKS

COR.	BEARING	DIST.	FROM
(1)	258°17'	1·5	CONCRETE BLOCK
(2)	324°27'	17·61	APPLE TREE
(3)	23°55'	3·38	G.I. PIPE
(4)	131°39'	1·875	G.I. PIPE
(5)	225°10'	1·78	G.I. PIPE

DP 789196

Registered 23-5-1989

This is sheet 2 of my plan in 2 sheets dated

David Radford

88/883

Surveyor registered under Surveyors Act 1929.

This is sheet of the plan of Sheets covered by my Certificate No. of

Council Clerk

Signatures and seals only.

Reduction Ratio 1: 2000

Lengths are in metres

Plan Drawing only to appear in this space

DEPT. ADMINISTRATIVE SERVICES, N.S.W. AUSLIG NEG. NO 24695 NSW

SURVEYOR'S REFERENCE

Req:R797047 /Doc:DP 0789196 P /Rev:17-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:2 of 2
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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 13845 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	Lot Benefitted
~~1~~ 2	~~2~~ 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 holding [illegible] or performing the duties of the office of Principal Legal Officer (Posn No. ~~[illegible]~~ 7404) [illegible] South Wales, in the presence of:

An Officer of the Attorney-General's Department.

REGISTERED MS 23-5-1989

InfoTrack
Req:R797048 /Doc:DP 1132380 P /Rev:18-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:1 of 4
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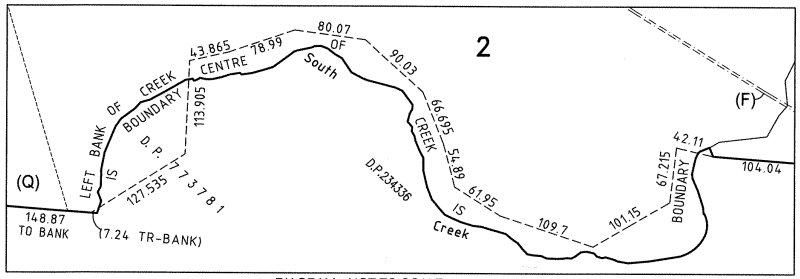


DIAGRAM - NOT TO SCALE

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 61(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ORIGIN	CLASS	ORDER	METHOD
PM 147112	292944.17	6265263.458	SCIMS	C	3	FROM SCIMS
SSM 149742	293199.~~156.300~~	6265~~012.047~~ 1.890	SCIMS	C	3	FROM SCIMS
SSM 79752	293067.144	6264697.21	SCIMS	C	3	FROM SCIMS
SSM 79753	292954.111	6264638.627	SCIMS	C	3	FROM SCIMS
SSM 79754	292823.702	6264520.010	SCIMS	C	3	FROM SCIMS
SSM 79755	292675.911	6264379.004	SCIMS	C	3	FROM SCIMS

COMBINED SEA LEVEL SCALE FACTOR = 1.000113 ZONE 56

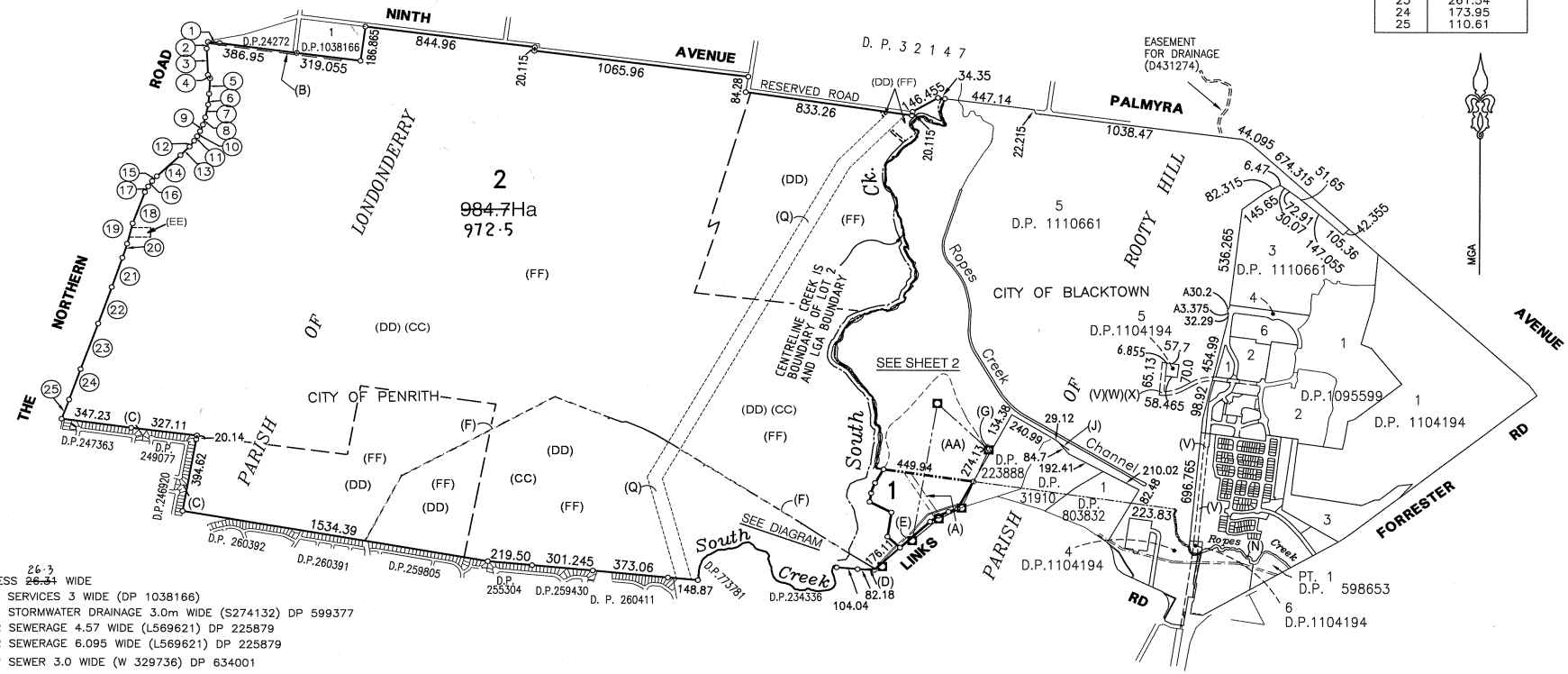
SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LIC ON THE 20th June 2007

BENEFITED BY:
(CC) EASEMENT FOR DRAINAGE 10.06 - D431274
(FF) EASEMENT FOR POWERLINE 9.145 WIDE - K780528
(DD) RIGHT OF CARRIAGEWAY 20.115 WIDE - DP789196
EASEMENT FOR TRANSIMISSION LINE 4.88 WIDE AND VARIABLE - L569620
(EE) EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.88 WIDE - N324748

SCHEDULE OF SHORT BOUNDARIES

No	DISTANCE
1	56.825
2	36.28
3	142.855
4	21.72
5	83.58
6	58.27
7	70.765
8	41.74
9	37.745
10	30.46
11	28.6
12	38.335
13	65.215
14	163.06
15	34.785
16	34.785
17	34.785
18	180.09
19	113.54
20	79.2
21	167.145
22	208.385
23	261.54
24	173.95
25	110.61

AMENDMENTS MADE BY ME 17-11-08



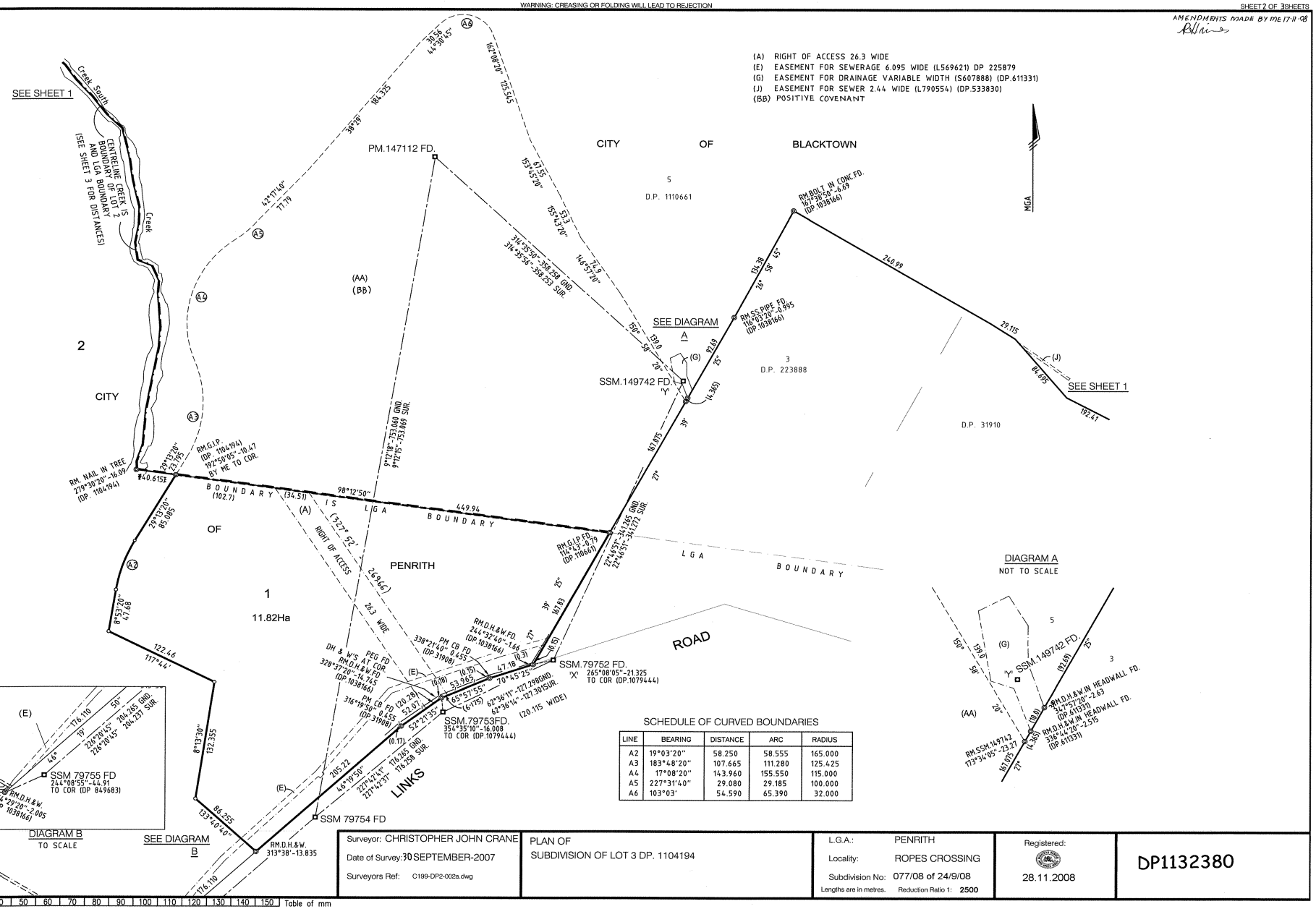
(C) RIGHT OF ACCESS ~~26.31~~ 26·3 WIDE
(B) EASEMENT FOR SERVICES 3 WIDE (DP 1038166)
(C) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274132) DP 599377
(D) EASEMENT FOR SEWERAGE 4.57 WIDE (L569621) DP 225879
(E) EASEMENT FOR SEWERAGE 6.095 WIDE (L569621) DP 225879
(F) EASEMENT FOR SEWER 3.0 WIDE (W 329736) DP 634001
(G) EASEMENT FOR DRAINAGE VAR. WIDTH (S 607888) DP 611331
(J) EASEMENT FOR SEWER 2.44 WIDE (L 790554) DP 533830
(Q) EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP 641320
(V) EASEMENT FOR UNDERGROUND CABLES 20.5, 20.6, 22, 24.5 AND VARIABLE WIDTH
(V) RIGHT OF ACCESS 18, 20.6, 22 AND VARIABLE WIDTH (DP1104194)
(W) EASEMENT FOR SERVICES 18, 20.6, 22 AND VARIABLE WIDTH (DP1104194)

0 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm

Surveyor: CHRISTOPHER JOHN CRANE Date of Survey: 30SEPTEMBER-2007 Surveyors Ref: C199-dp2-001a.dwg 2007M7100(1269) PARTIAL SURVEY	PLAN OF SUBDIVISION OF LOT 3 DP. 1104194	L.G.A.: PENRITH Locality: ROPES CROSSING Subdivision No: 077/08 of 24/9/08 Lengths are in metres. Reduction Ratio 1: 15000	Registered: 28.11.2008	DP1132380 P (E)

DESIGNATION (CC) AMENDED AND DESIGNATION & NOTATION (FF) ADDED - SEE 2011/150079 9.11.2011

AMENDMENTS MADE BY ME 17-11-08



SCHEDULE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
A2	19°03'20"	58.250	58.555	165.000
A3	183°48'20"	107.665	111.280	125.425
A4	17°08'20"	143.960	155.550	115.000
A5	227°31'40"	29.080	29.185	100.000
A6	103°03'	54.590	65.390	32.000

Surveyor: CHRISTOPHER JOHN CRANE	PLAN OF SUBDIVISION OF LOT 3 DP. 1104194	L.G.A.: PENRITH	Registered: 28.11.2008
Date of Survey: 30 SEPTEMBER-2007		Locality: ROPES CROSSING	DP1132380
Surveyors Ref: C199-DP2-002a.dwg		Subdivision No: 077/08 of 24/9/08	
		Lengths are in metres. Reduction Ratio 1: 2500	

Req:R797048 /Doc:DP 1132380 P /Rev:18-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:2 of 4
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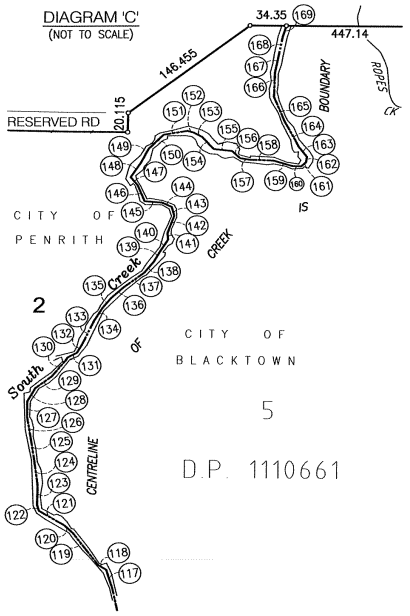
Req:R797048 /Doc:DP 1132380 P /Rev:18-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190965

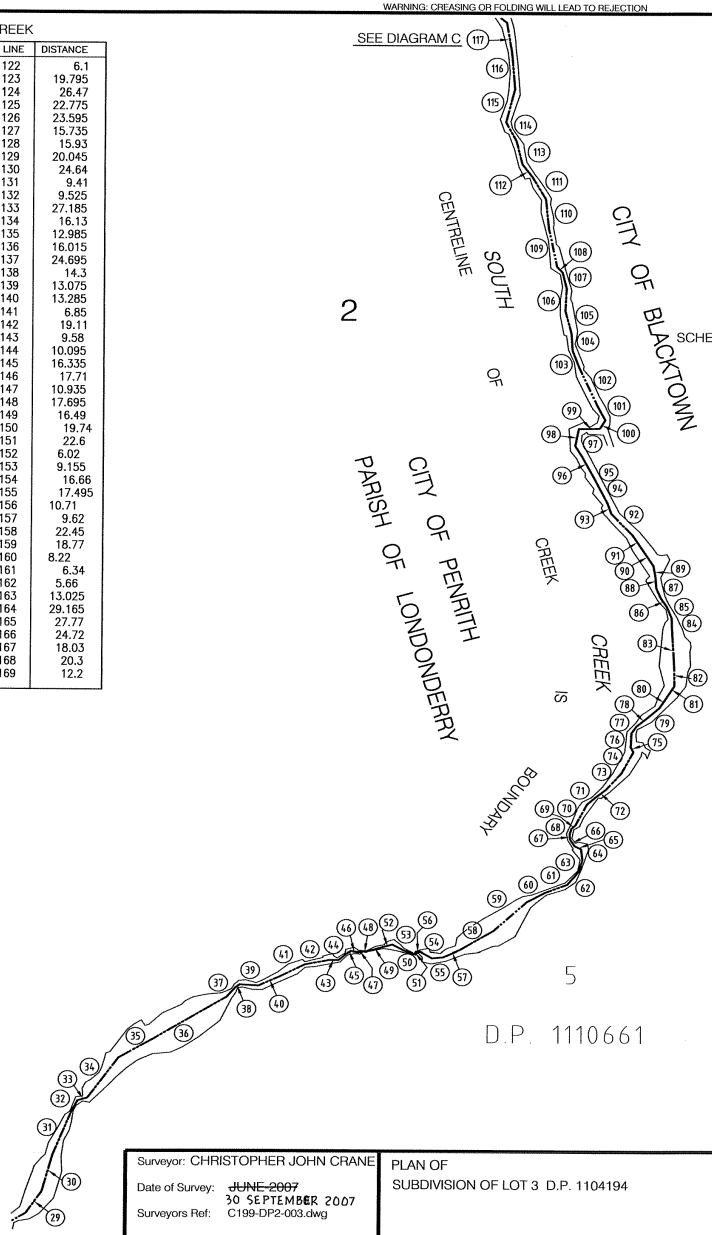
AMENDMENTS MADE BY ME 17-11-08

SCHEDULE OF SHORT LINES CREEK

Line	Distance	Line	Distance	LINE	DISTANCE
58	23.065	90	12.155	122	6.1
59	27.55	91	11.35	123	19.795
60	12.475	92	18.615	124	26.47
61	14.01	93	7.415	125	22.775
62	11.27	94	11.805	126	23.595
63	7.51	95	11.43	127	15.735
64	7.255	96	10.38	128	15.93
65	4.425	97	8.08	129	20.045
66	5.12	98	11.26	130	24.64
67	3.21	99	12.45	131	9.41
68	3.855	100	6.315	132	9.525
69	3.195	101	10.14	133	27.185
70	14.99	102	27.51	134	16.13
71	6.715	103	11.88	135	12.985
72	8.615	104	11.14	136	16.015
73	13.62	105	15.12	137	24.695
74	15.41	106	14.235	138	14.3
75	3.8	107	10.91	139	13.075
76	8.775	108	4.9	140	13.285
77	5.38	109	25.47	141	6.85
78	7.915	110	19.125	142	19.11
79	10.145	111	16.965	143	9.58
80	8.4	112	9.59	144	10.095
81	8.24	113	15.515	145	16.335
82	13.035	114	13.835	146	17.71
83	24.53	115	22.14	147	10.935
84	6.945	116	24.05	148	17.695
85	7.895	117	19.36	149	16.49
86	6.78	118	8.865	150	19.74
87	6.94	119	41.205	151	22.6
88	7.25	120	11.915	152	6.02
89	7.265	121	28.225	153	9.155
				154	16.66
				155	17.495
				156	10.71
				157	9.62
				158	22.45
				159	18.77
				160	8.22
				161	6.34
				162	5.66
				163	13.025
				164	29.165
				165	27.77
				166	24.72
				167	18.03
				168	20.3
				169	12.2

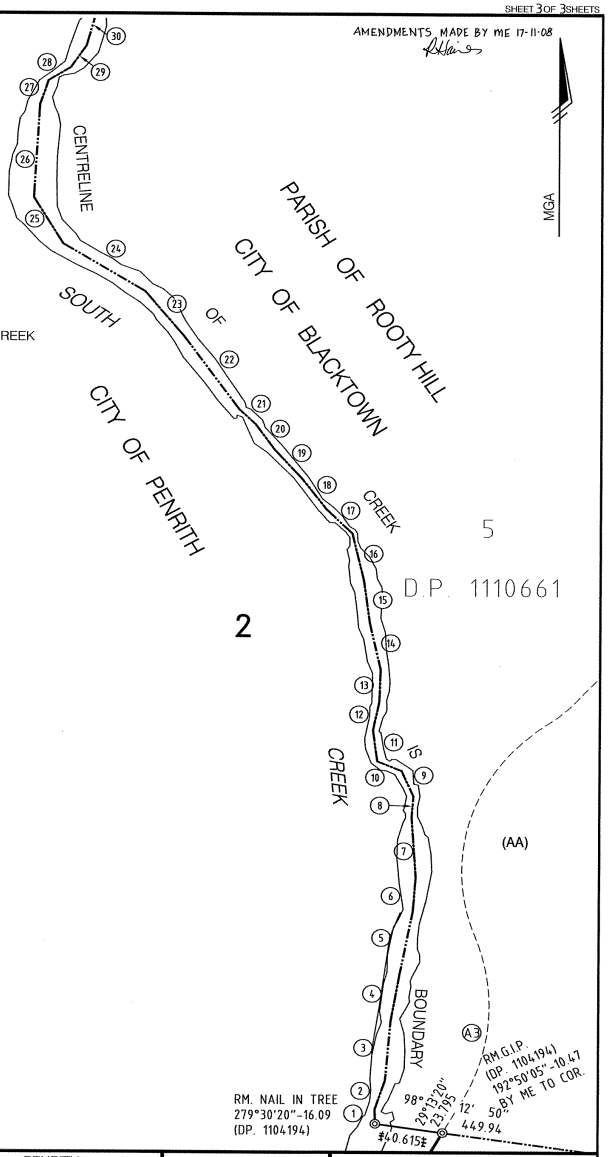
DIAGRAM 'C'
(NOT TO SCALE)





SCHEDULE OF SHORT LINES CREEK

Line	Distance
1	9.275
2	19.955
3	38.935
4	30.4
5	41.85
6	22.155
7	39.495
8	13.6
9	18.
10	15.87
11	20.115
12	18.865
13	20.93
14	31.13
15	27.675
16	31.805
17	21.845
18	25.195
19	24.685
20	19.73
21	13.82
22	58.51
23	36.325
24	57.915
25	35.005
26	60.635
27	16.285
28	15.555
29	16.915
30	24.425
31	30.65
32	7.85
33	5.935
34	31.945
35	23.75
36	51.09
37	7.565
38	3.6
39	11.125
40	13.525
41	17.125
42	14.57
43	5.64
44	6.105
45	3.095
46	4.6
47	2.74
48	2.2
49	10.665
50	5.35
51	7.59
52	7.235
53	1.505
54	2.26
55	8.20
56	6.645
57	11.145



0 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 Table of mm

Surveyor: CHRISTOPHER JOHN CRANE Date of Survey: ~~JUNE 2007~~ 30 SEPTEMBER 2007 Surveyors Ref: C199-DP2-003.dwg	PLAN OF SUBDIVISION OF LOT 3 D.P. 1104194	L.G.A.: PENRITH Locality: ROPES CROSSING Subdivision No: 077/08 of 24/9/08 Lengths are in metres. Reduction Ratio 1: 2000	Registered: 28.11.2008	DP1132380

Req:R797048 /Doc:DP 1132380 P /Rev:18-Nov-2011 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 09:48 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:190965

PLAN FORM 6 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 MARYS LAND LIMITED was hereunto affixed by the authority of the Directors in the presence of:

ST MARYS LAND LIMITED Common Seal A.C.N. 088 278 602

Simon Dennis Basheer
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: 077/08
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 30th 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

* OFFICE USE ONLY

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

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

DP1132380

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

No CC0777/08 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

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

ST MARYS LAND LIMITED Common Seal A.C.N. 088 278 602

Signature of Director

Simon Dennis Basheer

Name of Director

Signature of ~~Director~~/Secretary

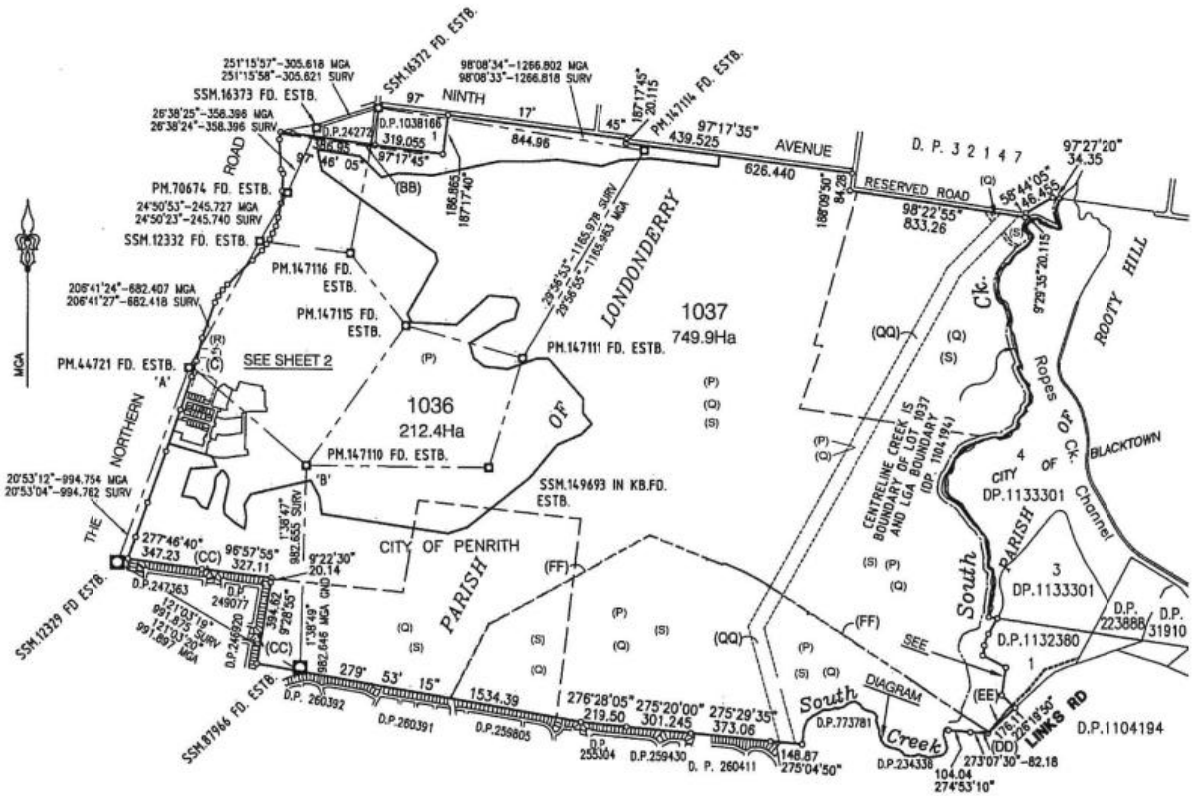
Kenneth Leslie James

Name of ~~Director~~/Secretary

REGISTERED 28.11.2008

Authorised Officer
Penrith City Council

PLAN FORM 2 (A3) | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | SHEET 1 OF 5 SHEETS

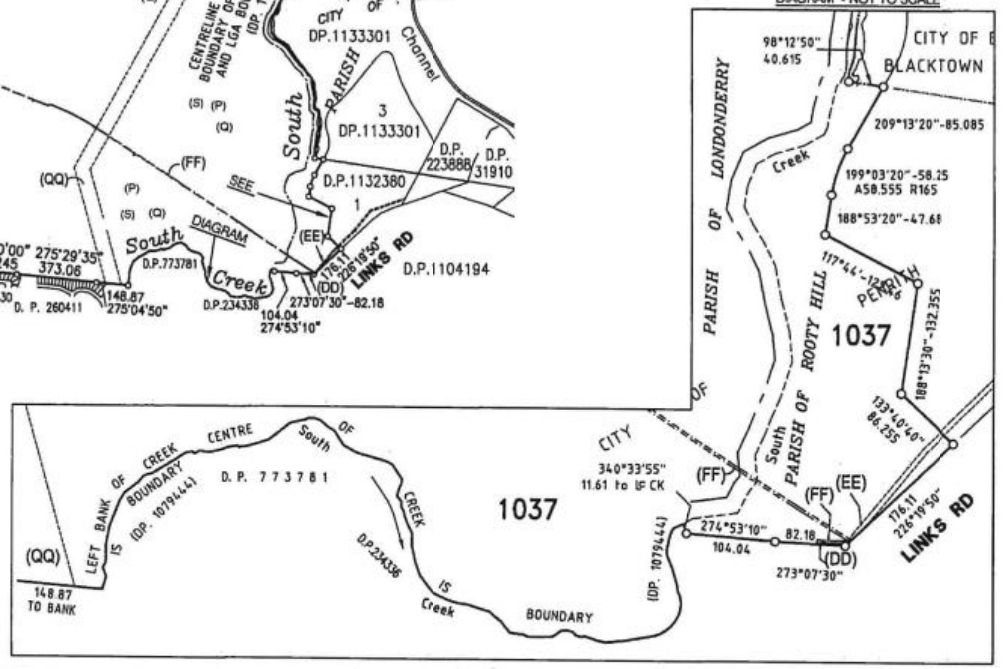


SURVEYING AND SPATIAL INFORMATION REGULATION 2006 : CLAUSE 61(2) & 35(1)(b)						
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 44721	288919.965	6266070.366	B	2	from SCIMS	SCIMS
PM 70674	289329.779	6266903.151	B	2	from SCIMS	SCIMS
PM 147110	289443.357	6265611.461	C	3	from SCIMS	SCIMS
PM 147111	290452.028	6266131.844	C	3	from SCIMS	SCIMS
PM 147114	291034.183	6267142.260	C	3	from SCIMS	SCIMS
PM 147115	289908.111	6266284.786	C	3	from SCIMS	SCIMS
PM 147116	289649.107	6266626.107	C	3	from SCIMS	SCIMS
SSM 12332	289226.518	6266680.141	B	2	from SCIMS	SCIMS
SSM 16372	289779.979	6267321.714	B	2	from SCIMS	SCIMS
SSM 16373	289490.513	6267223.543	B	2	from SCIMS	SCIMS
SSM 87966	289415.110	6266629.085	C	3	from SCIMS	SCIMS
SSM 149693	290294.621	6265607.381	C	3	from SCIMS	SCIMS
SSM 12329	288565.267	6265140.845	B	2	from SCIMS	SCIMS
SSM 175289	289006.984	6265797.562			CADASTRAL SURVEY	PLACED
SSM 175288	288865.564	6265838.946			CADASTRAL SURVEY	PLACED
SSM 175286	288881.882	6265911.635			CADASTRAL SURVEY	PLACED
SSM 175298	289017.840	6265873.601			CADASTRAL SURVEY	PLACED
SSM 175293	288984.371	6265724.549			CADASTRAL SURVEY	PLACED

COMBINED SCALE FACTOR = 1.000138 ZONE 56

SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCIMS ON THE 6th SEPTEMBER 2010

DIAGRAM - NOT TO SCALE



BENEFITED BY:
- (P) EASEMENT FOR DRAINAGE 10.06 WIDE - D431274
- (S) EASEMENT FOR POWER LINE 9.145 WIDE - K 780528
- (Q) RIGHT OF CARRIAGEWAY 20.115 WIDE - DP789196
  EASEMENT FOR TRANSMISSION LINE 4.88 WIDE AND VARIABLE - L569620
- (R) EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.85 WIDE - N324748
- (B) EASEMENT FOR SERVICES 3 WIDE (DP 1038166)
- (C) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274132) DP 599377
- (D) EASEMENT FOR SEWERAGE 4.57 WIDE (L569621) DP 225879
- (E) EASEMENT FOR SEWERAGE 6.095 WIDE (L569621) DP 225879
- (F) EASEMENT FOR SEWER 3.0 WIDE (W 329736) DP 634001
- (Q) EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP 641320

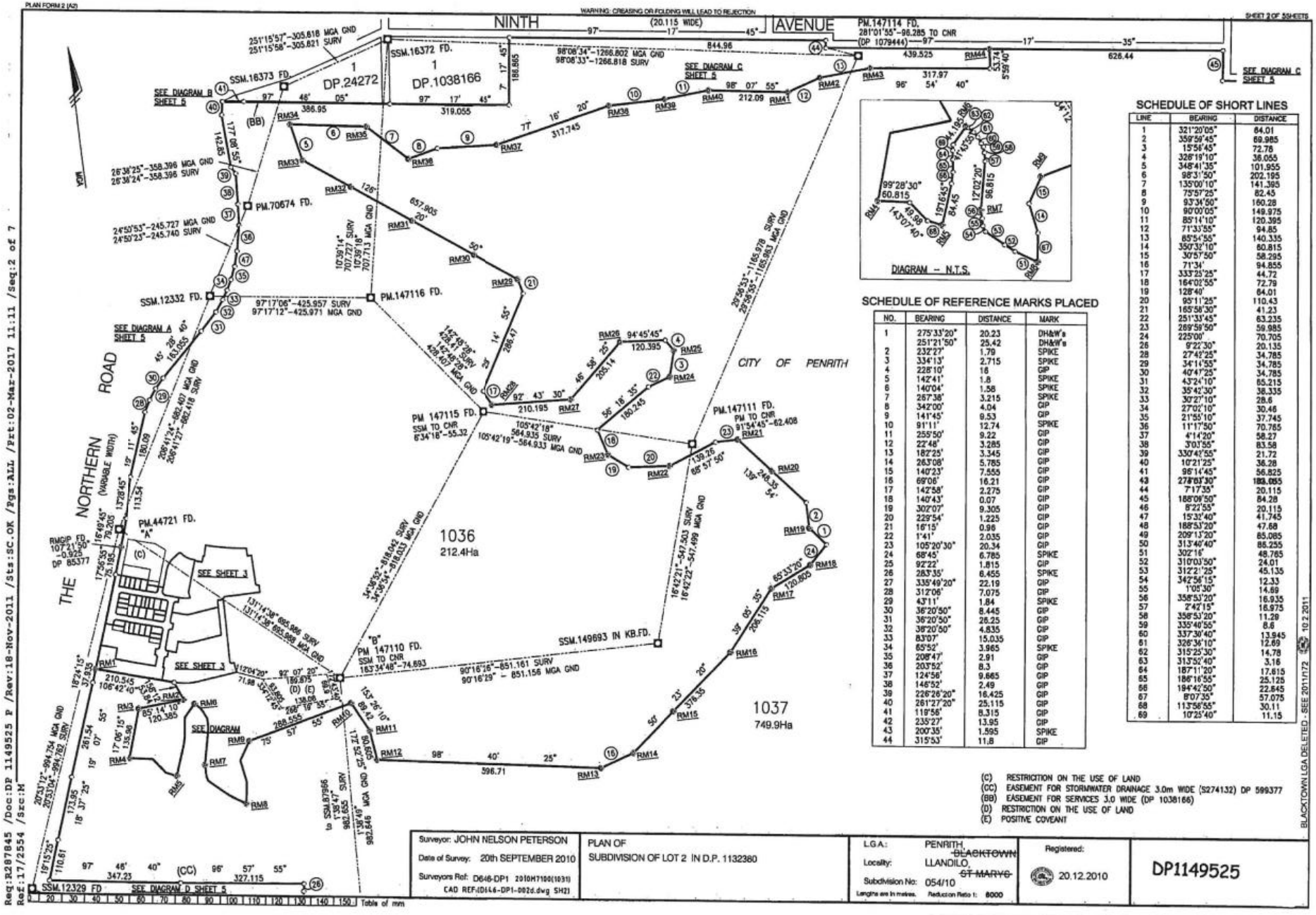
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: JOHN NELSON PETERSEN Date of Survey: 20th SEPTEMBER 2010 Surveyors Ref: D646-DP1 2010M7100(1031) CAD REF:D646-DP1-001c.dwgl	PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132380	L.G.A.: PENRITH, ~~BLACKTOWN~~ Locality: LLANDILO, ~~ST MARYS~~ Subdivision No: 054/10 Lengths are in metres. Reduction Ratio 1: 1000	Registered: 20.12.2010	DP1149525 P (E)

BLACKTOWN LGA DELETED - SEE 2011/172 10.2.2011
DESIGNATION (P) AMENDED AND NOTATION (S) ADDED - SEE 2011/1498 10.11.2011

Req:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /Prt:02-Mar-2017 11:11 /Seq:1 of 7
Ref:17/2554 /Src:M

PLAN FORM 2 (A2)
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
1	321°20'05"	64.01
2	359°59'45"	69.985
3	15°56'45"	72.78
4	328°19'10"	36.055
5	348°41'35"	101.955
6	98°31'50"	202.195
7	135°00'10"	141.395
8	75°57'25"	82.45
9	93°34'50"	160.28
10	90°00'05"	149.975
11	85°14'10"	120.395
12	71°33'55"	94.85
13	85°54'55"	140.335
14	350°32'10"	60.815
15	30°57'50"	58.295
16	71°34'	94.855
17	333°25'25"	44.72
18	164°02'55"	72.79
19	128°40'	64.01
20	95°11'25"	110.43
21	165°58'30"	41.23
22	251°33'45"	63.235
23	269°59'50"	59.985
24	225°00'	70.705
26	9°22'30"	20.135
28	27°42'25"	34.785
29	34°14'55"	34.785
30	40°47'25"	34.785
31	43°24'10"	65.215
32	35°42'30"	38.335
33	30°27'10"	28.6
34	27°02'10"	30.46
35	21°55'10"	37.745
36	11°17'50"	70.765
37	4°14'20"	58.27
38	3°03'55"	83.58
39	330°42'55"	21.72
40	10°21'25"	36.28
41	98°14'45"	56.825
43	274°53'30"	180.055
44	7°17'35"	20.115
45	188°09'50"	64.28
46	8°22'55"	20.115
47	15°32'40"	41.745
48	188°53'20"	47.68
49	209°13'20"	85.085
50	313°40'40"	85.255
51	302°16'	48.765
52	310°03'50"	24.01
53	312°21'25"	45.135
54	342°56'15"	12.33
55	1°05'30"	14.69
56	358°53'20"	16.935
57	2°42'15"	16.975
58	358°53'20"	11.28
59	335°40'55"	8.6
60	337°30'40"	13.945
61	326°36'10"	12.69
62	315°25'30"	14.78
63	313°52'40"	3.16
64	187°11'20"	17.615
65	186°16'55"	25.125
66	194°42'50"	22.645
67	8°07'35"	57.075
68	113°56'55"	30.11
69	10°25'40"	11.15

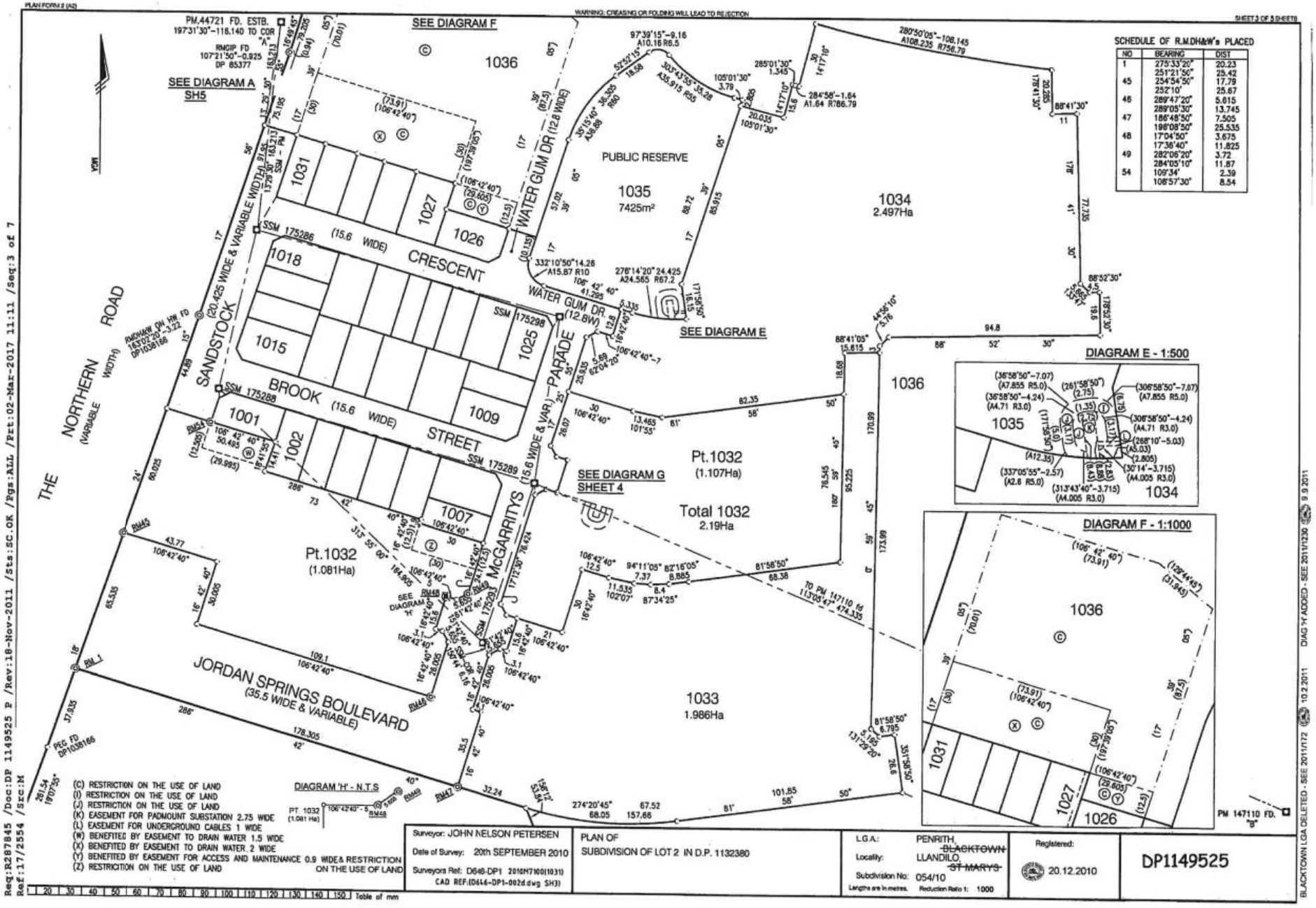
SCHEDULE OF REFERENCE MARKS PLACED

NO.	BEARING	DISTANCE	MARK
1	275°33'20"	20.23	DH&W's
	251°21'50"	25.42	DH&W's
2	232°27'	1.79	SPIKE
3	334°13'	2.715	SPIKE
4	228°10'	18	GIP
5	142°41'	1.8	SPIKE
6	140°04'	1.58	SPIKE
7	267°38'	3.215	SPIKE
8	342°00'	4.04	GIP
9	141°45'	9.53	GIP
10	91°11'	12.74	SPIKE
11	255°50'	9.22	GIP
12	22°48'	3.285	GIP
13	182°25'	3.345	GIP
14	263°06'	5.785	GIP
15	140°23'	7.555	GIP
16	69°06'	16.21	GIP
17	142°58'	2.275	GIP
18	140°43'	0.07	GIP
19	302°07'	9.305	GIP
20	229°54'	1.225	GIP
21	16°15'	0.96	GIP
22	1°41'	2.035	GIP
23	105°20'30"	20.34	GIP
24	68°45'	6.785	SPIKE
25	92°22'	1.815	GIP
26	283°35'	6.455	SPIKE
27	335°49'20"	22.19	GIP
28	312°06'	7.075	GIP
29	43°11'	1.84	SPIKE
30	36°20'50"	8.445	GIP
31	36°20'50"	26.25	GIP
32	36°20'50"	4.835	GIP
33	83°07'	15.035	GIP
34	65°52'	3.965	SPIKE
35	208°47'	2.91	GIP
36	203°52'	8.3	GIP
37	124°56'	9.665	GIP
38	146°52'	2.49	GIP
39	226°26'20"	16.425	GIP
40	261°27'20"	25.115	GIP
41	119°56'	8.315	GIP
42	235°27'	13.95	GIP
43	200°35'	1.595	SPIKE
44	315°53'	11.8	GIP

(C) RESTRICITION ON THE USE OF LAND
(CC) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S2741132) DP 599377
(BB) EASEMENT FOR SERVICES 3.0 WIDE (DP 1038166)
(D) RESTRICTION ON THE USE OF LAND
(E) POSITIVE COVENANT

Surveyor: JOHN NELSON PETERSON	PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132380	L.G.A.: PENRITH ~~BLACKTOWN~~	Registered: 20.12.2010	DP1149525
Date of Survey: 20th SEPTEMBER 2010		Locality: LLANDILO ~~ST MARYS~~		
Surveyors Ref: D646-DP1 2010H7100(1031)		Subdivision No: 054/10		
CAD REF:D646-DP1-002d.dwg SH2		Lengths are in metres. Reduction Ratio 1: 8000		

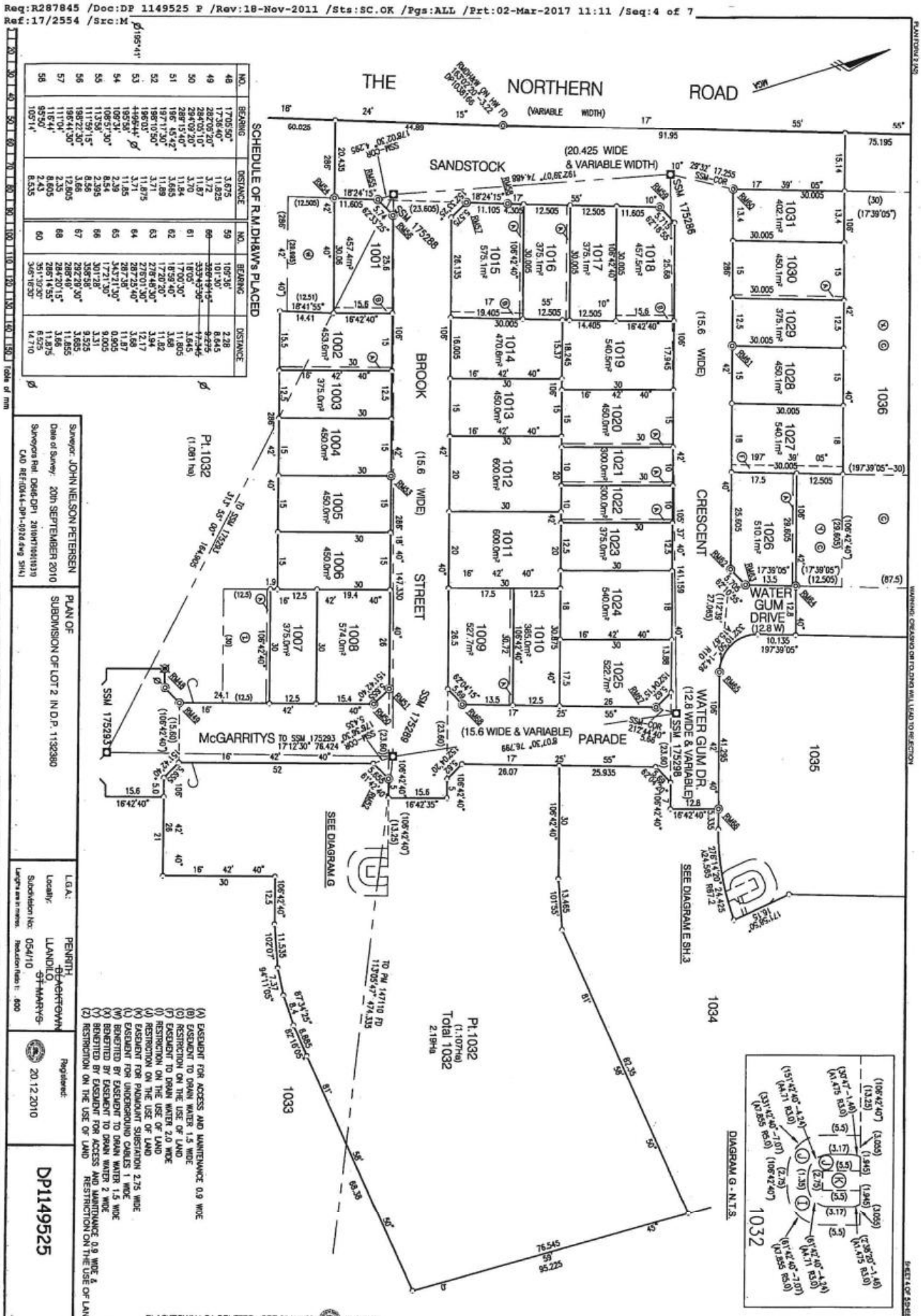
Req:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /Prt:02-Mar-2017 11:11 /Seq:2 of 7
Ref:17/2554 /Src:M
BLACKTOWN LGA DELETED - SEE 2011/172 10.2.2011



SCHEDULE OF R.M.DH&W's PLACED

NO	BEARING	DIST
1	275°33'20"	20.23
	251°21'50"	25.42
45	254°54'50"	17.79
	252°10'	25.67
46	289°47'20"	5.615
	289°05'30"	13.745
47	186°48'50"	7.505
	196°08'50"	25.535
48	17°04'50"	3.675
	17°36'40"	11.825
49	282°06'20"	3.72
	284°05'10"	11.87
54	109°34'	2.39
	108°57'30"	8.54

Req:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /Prt:02-Mar-2017 11:11 /Seq:4 of 7
Ref:17/2554 /Src:M



SCHEDULE OF R.M.DH&W's PLACED

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
48	170°55'50"	3.675	59	109°36'	2.28
49	282°06'20"	11.825	60	101°30'	8.535
50	284°05'10"	3.72	60	189°19'15"	9.235
51	284°09'20"	11.87	61	353°43'30"	12.344
52	289°15'40"	3.70	61	18°05'	3.645
53	196° 45'42"	11.84	62	17°00'30"	11.805
54	197°17'30"	3.665	62	18°59'40"	3.68
55	198°10'50"	11.89	63	17°20'20"	11.82
56	198°03'	3.71	63	278°46'30"	3.94
57	198°22'30"	11.875	64	276°01'30"	12.17
58	196°43'30"	3.66	64	287°25'40"	3.68
	111°01'	12.805	65	287°36'	11.87
	116°44'	2.35	65	343°21'30"	0.905
	95°50'	8.605	66	1°21'30"	9.005
	105°14'	2.43	66	351°28'	3.31
		8.535	67	282°30'30"	3.525
			67	288°49'30"	11.685
			68	284°20'15"	3.66
			68	286°14'55"	11.875
			60	351°03'30"	6.525
				346°16'30"	14.710

(A) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
(B) EASEMENT TO DRAIN WATER 1.5 WIDE
(C) RESTRICTION ON THE USE OF LAND
(F) EASEMENT TO DRAIN WATER 2.0 WIDE
(I) RESTRICTION ON THE USE OF LAND
(J) RESTRICTION ON THE USE OF LAND
(K) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(L) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
(W) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
(X) BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE
(Y) BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE &
(Z) RESTRICTION ON THE USE OF LAND RESTRICTION ON THE USE OF LAND

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132360

Surveyor: JOHN NELSON PETERSEN
Date of Survey: 20th SEPTEMBER 2010
Surveyors Ref: D646-DP1 2010M7668939
CAD REF:0644-DP1-0010.dwg SH1

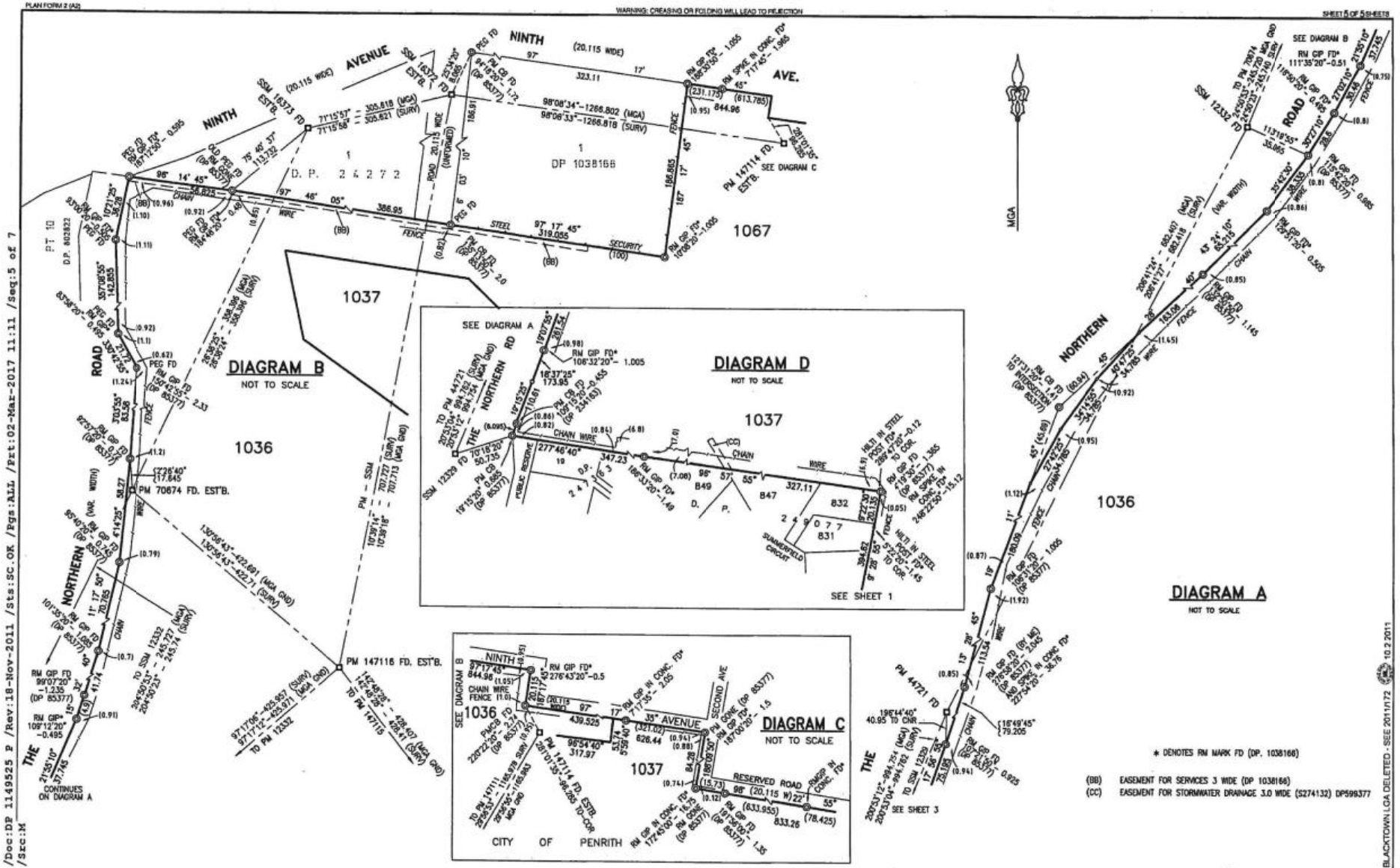
L.G.A.: PENRITH BLACKTOWN
Locality: LLANDILO ST MARYS
Subdivision No: 054/10
Lengths are in metres. Reduction Ratio 1: 600

Registered: 20 12 2010

DP1149525

BLACKTOWN LGA DELETED - SEE 2011/172 10.2.2011
VARIOUS AMENDMENTS - SEE 2011/1230 9.9.2011

PLAN FORM 2 (A2)
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
SHEET 5 OF 5 SHEETS



Surveyor: JOHN NELSON PETERSEN Date of Survey: 20th SEPTEMBER 2010 Surveyors Ref: D646-DP1 2010M7100(1031) CAD REF:(D646-DP1-003a.dwg)	PLAN OF SUBDIVISION OF LOT 2 IN D.P. 1132380	L.G.A.: PENRITH, ~~BLACKTOWN~~ Locality: LLANDILO, ~~ST MARYS~~ Subdivision No: 054/10 Lengths are in metres. Reduction Ratio 1: 10500	Registered: 20.12.2010	DP1149525

Req:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /Prt:02-Mar-2017 11:11 /Seq:5 of 7
Ref:17/2554 /Src:M

Reg:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /I
Ref:17/2554 /Src:M

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

'ce Use Only

DP1149525 S (E)

Office 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

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. RESTRICITION 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

If space is insufficient use PLAN FORM 6A annexure sheet

Survey Certificate

I, JOHN NELSON PETERSEN.....

of WHELANS 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 ..... Dated: 13/10/2010

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: 'A'-'B'.....

Type: Urban/~~Rural~~

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

SC 10/0046

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: 19/11/10

Accreditation no: .....

Subdivision Certificate no: 0541.10

File no: DA09/0809

* Strike through inapplicable parts.

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

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

Surveyor's Reference: D646-DP1 *2010M7100(1031)*

BLACKTOWN LGA DELETED - SEE 2011/172 10.2.2011

Req:R287845 /Doc:DP 1149525 P /Rev:18-Nov-2011 /Sts:SC.OK /Pgs:ALL /1
Ref:17/2554 /Src:M

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:**

ST MARYS LAND LIMITED Common Seal A.C.N. 088 278 602

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

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

No CC054/10 of 19/11/10

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

Plan:
DP1149525

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

No CC0541.16 of 19/11/16

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

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
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

Plan:
DP1149525

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

No ..CC0541/10.....of..19/11/10.....

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

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

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

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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:

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

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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

Authorised Officer
Penrith City Council

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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.

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

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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~~.

Authorised Officer
Penrith City Council

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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.

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

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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:

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

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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 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

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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

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

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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.

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

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

ST MARYS LAND LIMITED Common Seal A.C.N. 088 278 602

sign

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 ~~4509~~4573 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) c/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

address (witness)

REGISTERED 20.12.2010

Authorised Officer
Penrith City Council

JSHVHZ3F0W

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751
Telephone: 02 4732 7777
Facsimile: 02 4732 7958
Email: pencit@penrithcity.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 795826
Your Reference: FERGUSON:21/0129
Contact No.

Issue Date: 16 March 2021
Certificate No: 21/01295

Issued to: Rose Conveyancing
1/34 Campbell Street
BLACKTOWN NSW 2148

PRECINCT 030

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: LONDONDERRY**

Location: 32 Cadet Circuit JORDAN SPRINGS NSW 2747
Land Description: Lot 1302 DP 1215096

- 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.

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751
Telephone: 02 4732 7777
Facsimile: 02 4732 7958
Email: pencit@penrithcity.nsw.gov.au

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).

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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 (Infrastructure) 2007 applies to the land.

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

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

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

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

Penrith Development Control Plan 2014 applies to the land.

2 *ZONING AND LAND USE UNDER RELEVANT LEPs*

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

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

(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.)

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3 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

LOW RISE HOUSING DIVERSITY CODE

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

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

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

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

FIRE SAFETY CODE

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

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

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

4 COASTAL PROTECTION

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

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

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7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.
The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).
Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.
The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

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

8 LAND RESERVED FOR ACQUISITION

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

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is

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.)

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13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

14 DIRECTIONS UNDER PART 3A

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

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

(a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or

(b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

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

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

(a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or

(b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

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

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19 SITE VERIFICATION CERTIFICATES

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

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

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

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

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

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

(e) 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).

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):

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

	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 (**the Lot**) is within an area of land known as Jordan Springs East (**JSE**) which has been filled as part of subdivision works approved under DA14/1228.02 (**DA**). Penrith City Council (**the Council**) is aware that Lot Classification Certificate (PSM3590-1302C) dated 3 July 2020, issued by PSM Consult Pty Ltd (**PSM**) at the request of the developer, states:

- the Acceptance Criteria is Cone penetration testing (**CPT**);
- CPT data indicates fill of low relative compaction may exist beneath the allotment;
- PSM has classified the Lot as **Class H1** based on AS 2870-2011;
- the subsurface conditions at the Lot comprise Controlled Fill.

The Council has determined, following an investigation and based on independent legal and geotechnical advice, that:

- The Lot contains fill, based on information provided by and on behalf of the developer.
- Accordingly, the default classification for the Lot under clause 2.1.3I of AS 2870-2011 'Residential slabs and footings' is **Class P**.
- The Lot may be given an alternative site classification under clause 2.5.3I of AS2870-2011 only if the Lot contains fill that is *controlled fill* as defined in clause 2.5.3 of AS2870-2011.
- The developer has not established to the Council's satisfaction that the Lot contains fill that is *controlled fill*. The reasons for this are explained below.
- Re-classification under clause 2.5.3 of AS2870-2011 is not permissible in those circumstances.
- The Council will treat the Lot as **Class P** for all planning purposes.

- In particular, that means that the Council will require footing systems for any future development or redevelopment on the Lot to be designed in accordance with Section 4 – 'Design By Engineering Principles' of AS 2870-2011.

The Council's reasons include:

- The Conditions of Consent for DA14/1228.02 (**Conditions of Consent**) and the Earthworks Specification for JSE prepared by Douglas Partners (**Earthworks Specification**) specify the technical and control requirements for the importation, placement, compaction, inspection and testing of fill at JSE (**the specified technical and control requirements**).
- Clause 41 of the Conditions of Consent states:

  All earthworks shall be undertaken in accordance with AS 3798 and Penrith City Council's Design Guidelines for Engineering Works for Subdivisions and Developments, Engineering Construction Specification for Civil Works.

  The level of testing shall be determined by the Geotechnical Testing Authority/Superintendent in consultation with the Principal Testing Authority.
- Penrith City Council's Design Guidelines for Engineering Works for Subdivisions and Developments states in Section 1.9.3 for Lot Filling/Grading:

  Filling shall be carried up in horizontal layers, extend the full width of the area being filled, of not more than 300 mm loose thickness. Each layer shall be compacted to a density ratio of at least 95% Standard, using AS 1289.5.4.1 (2007) – 'Methods of Testing Soils for Engineering Purposes'. The depths of fill and the compaction thereof are to be verified by the submission of compaction certificates from a N.A.T.A. registered laboratory, and a plan showing contoured depths of fill in relation to lot boundaries. Frequency of testing and treatment of failed areas to be in accordance with AS 3798 (2007) – 'Guidelines on Earthworks for Commercial and Residential Developments'.
- The Earthworks Specification:
  - requires "*Spreading of material in uniform, horizontal layers in maximum loose thickness layers of 300 mm. Layer thicknesses of up to 500 mm loose thickness are permitted provided that the Contractor demonstrates compliance with the minimum compaction throughout the full depth of the layer. Spreading shall achieve good distribution and shall avoid segregation or pockets of nonhomogeneous material. Layers of material shall not differ substantially from surrounding material and the density shall be uniform throughout each compacted layer*"
  - limits maximum particle size to *"150 mm for layer thickness of up to 300 mm, otherwise 200 mm for layer thicknesses of up to 500 mm, inclusive of the removal of steel reinforcement*"
  - identifies unsuitable material as:
    - *Soils with vegetation including tree stumps, roots, high root fibre content or other organic matter*
    - *Silts or soils with a predominant portion of silt*
    - *Ripped rock comprising oversize material with particle sizes of greater than 150 mm or half of the compacted layer thickness (i.e., following compaction)*
  - sets compaction level to *"Structural / Engineered Filling (Residential Lots) – Minimum 95% SMDD (AS 1289.5.1.1), or 95% Hilf density ratio (AS 1289.5.7.1), or 65% DI (AS 1289.5.6.1)"*
  - requires compaction moisture content to be *"Structural / Engineered Filling (Residential Lots) +/- 2% of Standard Optimum Moisture content or maximum +/- 2% Hilf moisture variation*"

- Specifies the minimum frequency of testing as "*1 test per layer per material type per 1500 m^2, or 1 test per 500 m^3 evenly distributed*"

- Fill that is in accordance with the specified technical and control requirements for JSE is classified as *controlled fill* for the purposes of AS2870-2011.
- Information supplied to the Council by and on behalf of the developer and independent investigations by the Council and other persons, satisfies the Council that the earthworks in substantial parts of JSE was not undertaken in accordance with the specified technical and control requirements.
- The developer has not established to Council's satisfaction that the earthworks in and around the Lot was undertaken in accordance with the specified technical and control requirements for JSE.
- The developer has relied on cone penetration testing data, obtained after completion of the earthworks, as the basis for re-classifying lots containing fill. The Council is satisfied that this is not permissible under AS2870-2011.
- The Conditions of Consent and the Earthworks Specification does not authorise the use of cone penetration testing data, obtained after completion of the earthworks, as the basis for –
  - developing alternative acceptance criteria for the earthworks in substitution for the specified technical and control requirements for JSE; or
  - classifying fill as *controlled fill*, where the fill has not been demonstrated to comply with the specified technical and control requirements for JSE at the time of placement.

A copy of a joint report to Council's solicitors by Professor Nasser Khalili and Dr Peter Mitchell dated 23 December 2020 explaining some of the underlying technical issues may be viewed on the Council's website.

The Council recommends that owners and intending purchasers seek independent legal and engineering advice about the implications of these matters.

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

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

icare hbcf

HBCF Policy No :
Policy Date :

statement of cover	

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	
At	
Site plan No	
Site plan type	
Homeowner	
Carried out by	
Builder job No	
Licence number	
Contract sum	
Contract date	
Premium paid	

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
Issued on
Issued by

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

icare hbcf Certificate of Insurance - Version 2 © State of New South Wales through NSW Self Insurance Corporation 2016

A.J. KANE PTY LTD

ABN 65 098 226 781

PO Box 7283
Baulkham Hills
Business Centre
NSW 2153
Fax: 9899 2541
Mob: 0409 991 498
Email: ajkanepl@bigpond.net.au

OCCUPATION CERTIFICATE NO. 18-253

Issued under the Environmental Planning and Assessment Act 1979
Sections 109C(1)(c) and 109H

Type of Certificate	***INTERIM CERTIFICATE***
Applicant	
Name	*Mr. E & Mrs. A Ferguson*
Address	*c/- Beechwood Homes* *2/25-27 Redfern St, Wetherill Park 2164*
Contact No.	*9616 0900*
Owner of Building	*As Above*
Complying Development Certificate	
Certificate No.	*17204*
Date of Determination	*26th October 2017*
Construction Certificate	
Certificate No.	*N/A*
Date of Determination	*N/A*
Subject Land	
Address	*No. 32 Cadet Circuit, Llandilo*
Lot & DP	*Lot 1302 DP 1215096*
Building Details	*Whole* *Use: Dwelling & Attached Garage* *Class: 1a & 10a*
Attachments	*Applicable certificates*

Critical Stage Inspections

The PCA certifies that the following critical stage inspections, as per Clause 162A(4) of the Environmental Planning and Assessment Regulation, were carried out and found to be satisfactory, and that the project was generally in accordance with the relevant approved plans and specifications and Council's Development Consent, where applicable

Date	***Inspection***	***Accredited Certifier & No.***	
27/04/18	*Pier Holes*	*A. Kane*	*BPB 0205*
07/05/18	*Slab Steel*	*A. Kane*	*BPB 0205*
14/05/18	*Stormwater*	*A. Kane*	*BPB 0205*
30/07/18	*Framework*	*A. Kane*	*BPB 0205*
25/08/18	*Wet Area*	*A. Kane*	*BPB 0205*
07/11/18	*Completion*	*A. Kane*	*BPB 0205*

Determination

Type of Certificate — *Interim Certificate*

Approved/Refused — *Approved*

Date of Determination — *14th November 2018*

Certificate.

I, Anthony Kane, certify that:

- *The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and*
- *I have been appointed as the Principal Certifying Authority under Sec 109E*
- *A Development Consent is in force with respect to the building*
- *A Construction Certificate 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*

Signature



Certificate No. *18-253*

Date *14th November 2018*

Principal Certifying Authority *Anthony Kane*

Accreditation No. *BPB 0205*

Accreditation Body *Building Professionals Board*

A.J. KANE PTY LTD

ABN 65 098 226 781

PO Box 7283
Baulkham Hills
Business Centre
NSW 2153
Mob: 0409 991 498
Email: ajkanepl@bigpond.net.au

14th November 2018

Mr. E & Mrs. A Ferguson
c/- Beechwood Homes
2/25-27 Redfern St,
WETHERILL PARK NSW 2164

Dear Sir/Madam

Occupation Certificate
Premises: Lot 1302 DP 1215096 No. 32 Cadet Circuit, Llandilo
Complying Development Certificate No.: 17204
Development Consent No.: N/A
Construction Certificate No: N/A

Please find attached the Occupation Certificate in respect of the abovementioned premises. The Certificate is issued pursuant to the provisions of Sec.109C(1)(c) and Sec.109H of the Environmental Planning and Assessment Act 1979.

The following items are required to be completed in order to finalize conditions of the Complying Development Certificate and requirements of the National Construction Code:

WORK REQUIRED:

1. Suitably grade external levels to allow overland flow of surface water around the dwelling, ensuring that surface water is not directed onto adjoining properties.
2. Suitably retain and/or batter and stabilize all excavated and filled areas of the site, within the property boundaries. In this regard, it is recommended that you contact Council to ascertain whether separate approval is required for the construction of any proposed retaining walls, and excavation or filling outside of the approved building platform.
3. Provide copy of driveway crossing final inspection certificate from Penrith City Council.

Upon completion of the above works you ae requested to contact me to arrange for a re-inspection with a view to issuing a Final Occupation Certificate. Should the works not be completed within twelve (12) months of the date hereon, additional charges may be incurred for any re-inspection and the issuing of a Final Occupation Certificate.

Yours faithfully



Tony Kane
Cc. Beechwood Homes

SOUTH WEST ELECTRICAL (AUST)

DIVISION OF W & J ENTERPRISES PTY LTD

1/63 SMEATON GRANGE RD SMEATON GRANGE NSW 2567

ABN 86 110 520 995

PH. 02 4648 2346 FAX 02 4648 2529

NOTICE OF INSTALLATION OF SMOKE ALARMS

PROPERTY: LOT 1302 #32 CADET CIRCUIT LLANDILO

This is to verify that the building at the above mentioned property has had 2 Smoke Alarms installed.

The Smoke Alarms, including the installation of them, comply with the provisions of:

1. AS 3786 - 2014 - Smoke Alarms or listed in the SSL Register or Accredited products

2. AS 3000 –2007- Electrical Installations (SAA wiring rules)

3. PT 3.7.2 of Building Code and Australian Housing Provisions;

4. All Smoke Alarms are interlinked.

INSTALLED BY: SOUTH WEST ELECTRICAL (AUST)
LICENSE NO: 170190C

DATE: 21/9/18

WARWICK HELMERS

Job No: SY204516

Basix Certification

Council: Penrith Council

Re: Lot 1302, 32 Cadet Circuit Llandilo
CDC: 17204
Basix Certificate No: 845406S

The Builder certifies that the building has been constructed in accordance with the commitments specified on the approval Basix Certificate.

Any items identified to be completed by owner, are the responsibility of the owner, prior to Final Occupation Certificate.

BEECHWOOD HOMES

BEECHOOD HOMES (NSW) PYT LIMITED ABN 50 132 370 104
SYDNEY PO Box 6567, Wetherill Park BC NSW 216404
Unit 2, 25-27 Redfern Street, Wetherill Park NSW 2164 T **(02) 9616 0999 F (02) 9616 0991**
NORTH COAST Unit 4, 26 Balook Drive, Beresfield NSW 2322 **T (02) 4028 6716 F (02) 4971 5288**
SOUTH COAST Cnr Cambewarra Road & Princes Highway, Bomaderry NSW 2541 **T (02) 4423 0000 F (02) 4423 000**
info@beechwoodhomes.com.au **www.beechwoodhomes.com.au**

LIC. NO. 244854C

ACN. 153 164 580

wet spot waterproofing solutions PTY LTD

Feras Haddad - Director 0401 657 084
wetspotwaterproofing@gmail.com
24 Lockheed Ave, Middleton Grange, NSW 2171

Waterproofing Certificate

To: Beechwood Homes.

Job address: Lot 1302, 32 Cadet Circuit Llandilo

This Certificate is to certify the above mentioned property was waterproofed in accordance with AS-3740-2010.

- Membranes used:
  -KGM 200 modified polyurethane

Applicator: Feras Haddad
Lic: 244854c



Signed: Feras Haddad

Citicoast
Showerscreens & Glass

Unit 1/10 Bonnal Road, Erina NSW 2250
Telephone (02) 4367 4355
(02) 4367 4356
A. Hrs. 0404 863 111
Fax (02) 4367 4357
Email citicoast@ozemail.com.au
A.B.N. 70 003 664 936

To: Beechwood Homes Pty Ltd
Unit 2/ 25-27 Redfern Street
WETHERILL PARK NSW 2164

GLAZING CERTIFICATE

Order No: SY204516
Address: Lot 1302, 32 Cadet circuit Llandilo

This is to certify that the shower screens installed by Citicoast Shower Screens & Glass at the Above address were glazed with 6.38 clear laminated/6mm toughened safety glass which are warranted to be manufactured to meet or exceed AS2208-96 as A Grade safety glass. This glazing in shower screens also meets or exceeds the requirements of AS1288-06 Section 5.8.

The mirrors are glazed with 4mm Vinyl Safety Backed silvered float (framed) or 6mm Vinyl Safety Backed silvered float (unframed) which are both A Grade safety glass under the requirements of AS2208-96 and which also meets or exceeds the requirements of AS1288-06 Section 5.11.

Yours faithfully

pp Bob Neal
R & K NEAL PTY LTD T/as
CITICOAST SHOWER SCREENS

RGM Property Surveys Pty Ltd
ABN: 37 145 495 825

Phone: 9712 0238
Email: accounts@rgmps.com.au

Date of Survey: 07 September 2018

Beechwood Homes
2/25 Redfern Street
WETHERILL PARK, NSW 2164

RE: FINAL IDENTIFICATION SURVEY
PTY: 32 CADET CIRCUIT, LLANDILO

Dear Sir,

In accordance with your instructions, we have surveyed for identification purposes for the whole of the land comprised in Certificate of Title Folio Identifier 1302/1215096 and being Lot 1302 in Deposited Plan 1215096 situated at Llandilo in the Local Government Area of Penrith, Parish of Londonderry and County of Cumberland and known as 32 Cadet Circuit, Llandilo.

The subject land on the attached diagram has a frontage of 11.0 metres to Cadet Circuit, side dimensions of 25.0 metres and a rear dimension of 11.0 metres.

On the subject land and wholly within its boundaries, is a one storey brick building with metal roof. The distance between the walls and boundaries are as shown on the attached diagram.

The property was partially fenced at the time of survey as shown on the attached diagram. Apart from minor fence variation, there are no other visible encroachments by or upon the subject land.

The land is subject to:

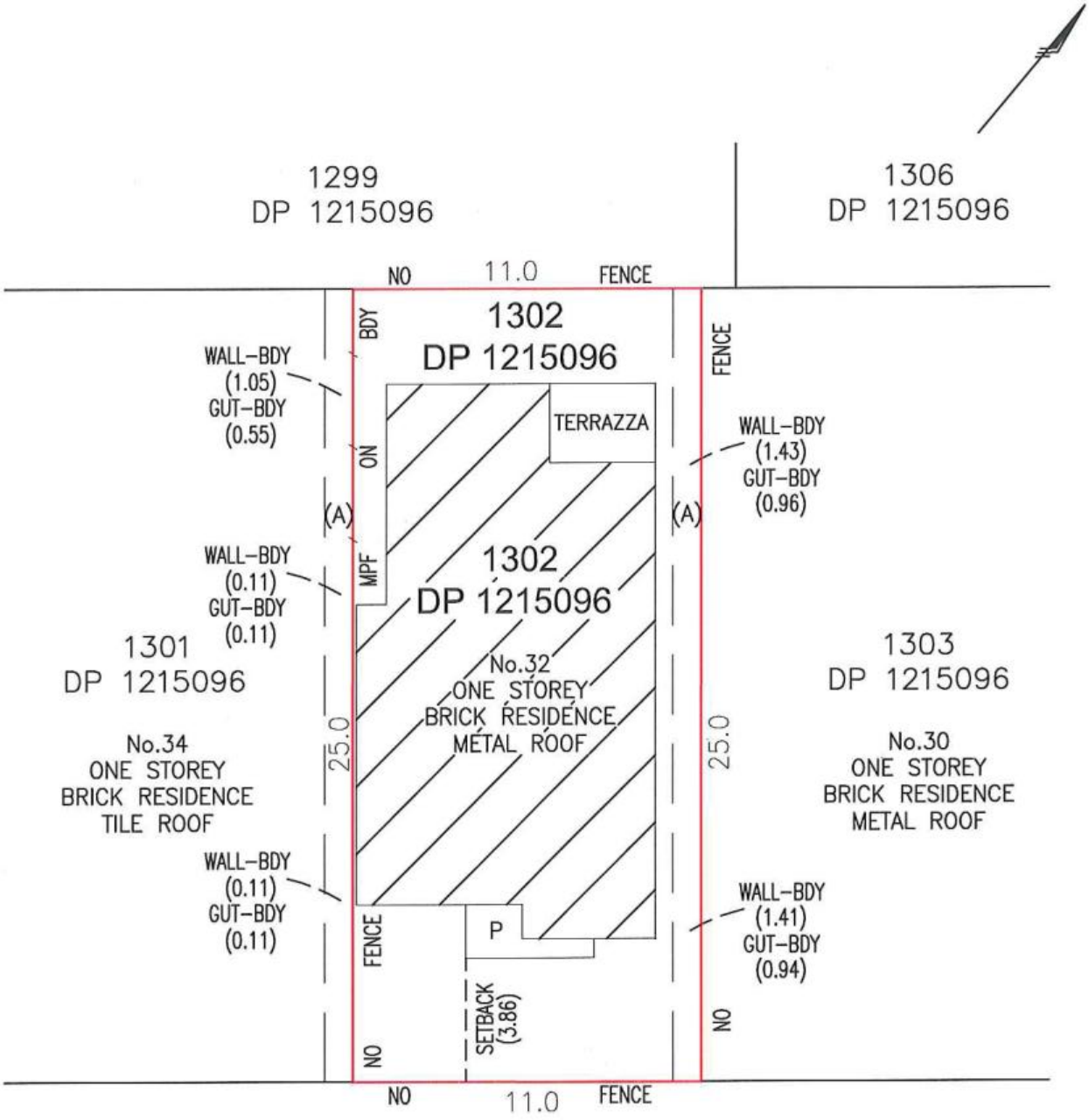
1. D431274 Easement for Drainage 10.06 metre(s) wide appurtenant to the Land above described
2. K780528 Easement for Power Line 9.145 metre(s) wide appurtenant to the Land above described
3. L569620 Easement for Transmission Line 4.88 metre(s) wide and variable appurtenant to the Land above described
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. DP1215096 Restriction(s) on the Use of Land
8. DP1215096 Easement for Access and Maintenance 0.9 metre(s) wide affecting the part(s) shown so burdened in the Title Diagram
9. DP1215096 Easement for Access and Maintenance 0.9 metre(s) wide appurtenant to the land above described
10. DP1215096 Positive Covenant

This report and relevant detail shown on the attached diagram is for identification purposes and/or Section 149D building Certificate purposes only. Should any additions or further improvement be erected near the subject boundaries after the date of this report then the boundaries will require further survey.

Yours Faithfully,

Huy Thai
RGM Property Surveys
Registered Land Surveyor under the Surveying and Spatial Information Act 2002

171018-004-ht-ident



CADET CIRCUIT

GARAGE FFL – 22.34
GROUND FFL – 22.52
RIDGE RL – 27.18
MPF DENOTES METAL PANEL FENCE

(A) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE.

HUY THAI
REGISTERED SURVEYOR

CLIENT: BEECHWOOD HOMES	RGM PROPERTY SURVEYS ABN 37 145 495 825
PROJECT ADDRESS: 32 CADET CIRCUIT, LLANDILO	SCALE: NTS / SURVEYOR: C.S.
DRAWING TITLE: PLAN SHOWING FINAL IDENTIFICATION SURVEY FOR RESIDENCE OVER LOT 1302 IN DP 1215096	DATE: 07.09.18 / DRAWN: L.M.
	CAD DRAWING FILE No.: 171018–004 / YOUR REF.: SY204516

NASTASI & ASSOCIATES
Consulting Civil & Structural Engineers

8th June, 2018 Job No. 12448

Beechwood Homes (NSW) Pty Ltd
P O Box 6567
WETHERILL PARK NSW 2164

Attention: Jennifer Xuereb

Re: Lot 1302 No 32 Cadet Circuit, Llandilo

This is to certify that I have inspected the abovementioned property specifically the following:

1. Excavation for Bored Piers on the 27th April 2018
2. Excavation & Reinforcing Steel for Concrete Slab on the 7th May 2018

As a result of our inspections I confirm that all engineering aspects of the above items are in accordance with our drawings and specification (Job No; 12448 - Sheet S1 to S7 - Issue B - Dated 5th August 2017) and therefore structurally adequate.

This certification shall not be construed as relieving any other party of their responsibilities, liabilities or contractual obligations

SIGNED

SAM NASTASI – B.E M.I.E AUST CpEng Nper-3
Accredited Certifier (Structural & Civil) No BPB0289

ABN 45 533 226 008 EMAIL sam@nastasiassociates.com.au
Unit 5, 1-3 Whyalla Place, PRESTONS NSW 2170 P.O. Box 6048 HAMMONDVILLE NSW 2170
PH (02) 9607 2864 OR (02) 8798 5617 FAX (02) 9731 2081 MOB 0419 041 401
www.nastasiassociates.com.au

Flick Anticimex Pty Ltd
9/145 Arthur Street
NSW
13-14-40
Sydney.Accounts@flick-anticimex.com.au

CERTIFICATE OF INSTALLATION

I certify that the installation has been carried in accordance with the requirements of NCC 3.1.3 and relevant Code mark Certificate of Conformity in accordance with the Australian Standards 3660.1.2000/2014.

The installer warrants that this certificate of installation has been issued by a fully licensed installer with all relevant state, territory and government qualifications.

General Details	
Service Order ID:	631012
Location ID:	201415517
Customer Reference number	.
Client Company Name:	Beechwood Homes
Client Contact Name:	Accounts Payable
Technician's Name:	Timothy Whiley
Was the Treatment Notice Sticker Installed or Updated:	No
Technician's Signature:	

Structure Details	
Date of report:	03-05-2018
Street Name:	Lot 1302 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Post Code:	2747

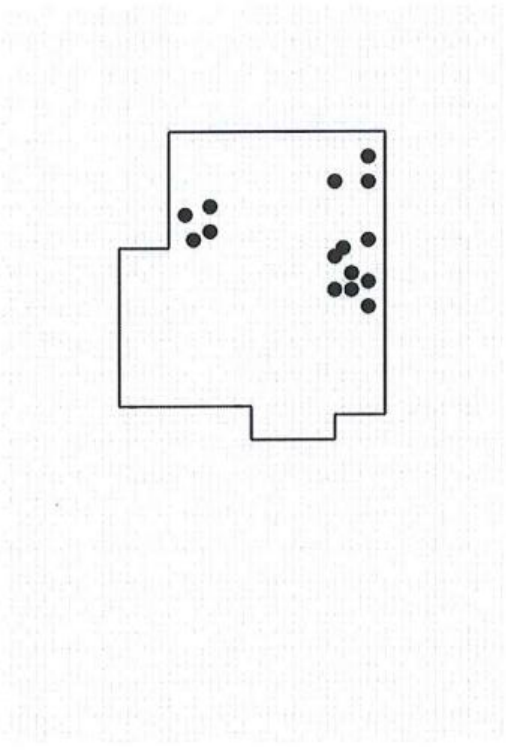
Installation Details

Service Type	System Used	Service Carried Out	Length (m)	Width (mm)	Height (mm)	Qty
New installation	Termguard	Collars - Drainage				15

Flick Anticimex Pty Ltd
9/145 Arthur Street
NSW
13-14-40
Sydney.Accounts@flick-anticimex.com.au

Notes and/or Limitations
Nil

Structure Details	
Street Name:	Lot 1302 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Postcode:	2747



Drawing Legend		
: North Direction : Collar Protection : Pier Protection P : Pole Whaling Plate Protection W : Wall Sheeting Protection : Trimming : Under slab Protection : Sentricon Always Active Bait Station In Hard Ground : Sentricon Always Active Bait Station In Soft Ground : Chemical Treated Zone	V : Vertical Joint Protection : Reticulation Protection : Zero Lot : Foam Feture : Steel Post Protection : Reticulation Fill Point : Perimeter Protection : Perimeter Protection (Stage 2) : Termguard Termination Point	: AntCapping Protection X : Cold Joint Protection : Strapping N : Novithor : Door Sill Treatment E : Patio Tile Extension O : Wraps : Group Of Wraps : Reticulation Chemical Application

Flick Anticimex Pty Ltd
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Sydney.Accounts@flick-anticimex.com.au

Photos Of Site





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Sydney.Accounts@flick-anticimex.com.au



Flick Anticimex Pty Ltd
9/145 Arthur Street
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Sydney.Accounts@flick-anticimex.com.au

SITE SPECIFIC HAZARD & RISK CHECKLIST

Hazards
COMPLETE THE FOLLOWING BEFORE COMMENCEMENT OF WORK

Select the hazards identified on this site below to select the Hazard Number.

1. ☐ Confined Space
2. ☐ Heights (People falling)
3. ☐ Flooding/water
4. ☐ Manual Handling
5. ☐ Heat
6. ☐ Cold
7. ☐ Falling objects
8. ☐ Moving plant/machinery
9. ☐ Site Housekeeping
10. ☐ Electricity
11. ☐ Compressed gas
12. ☐ Underground/overhead services
13. ☐ Noise/vibration
14. ☐ Security/lone/isolated work
15. ☐ Communications
16. ☐ Weather condition
17. ☐ Total Fire Ban
18. ☐ Traffic
19. ☐ Asbestos
20. ☐ Animals (Dogs etc)
21. ☐ Insects (Spiders etc)
22. ☐ Dust
23. ☐ Fire & Explosion
24. ☐ Hazardous Substances
25. ☐ Cherry Picker / Scissor Lift equipment/ knuckle Boom Life *
26. ☐ Bird Shooting *

Others:

Instructions for use:
1. Select the Hazard Number in the Haz. No. column below from your selection.
2. Write in the Control Measures column below additional Site Specific Control Measures for the identified Hazards, not covered in the Safe WorkMethod Statement
3. Indicate the appropriate risk score from the drop down Risk Score columns. (Risk Score =1 - 25)

Haz. No.	Risk Score	Control Measures
	1 - 25	

RISK ASSESSMENT MATRIX		CONSEQUENCE				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	A	11	16	20	23	25
Likely	B	7	12	17	21	24
Possible	C	4	8	13	18	22
Unlikely	D	2	5	9	14	19
Rare	E	1	3	6	10	15

NOTE: If specific Hazards and Control Measures are identified on a regular basis, Safe Work Method Statements must be updated to include these hazards and controls. Ensure these are discussed and documented at **TOOL BOX MEETING**

Permits (check box & complete permit before starting the work):

☐ _____

Can you undertake the job safely?
☒ Yes
☐ No. DO NOT COMMENCE WORK (contact the office for advice)

Person completing this form and training site personnel:

Name	Signature	Date
Timothy Whiley	TW	03-05-2018

I, (Name listed below) have been trained & understand the Hazards & Control Measures identified

Timothy Whiley	TW	03-05-2018

Revision No: 0
Approved Date: 10.02.2012

FRM015.09
Page:1 of 1

Flick Anticimex Pty Ltd
9/145 Arthur Street
NSW
13-14-40
Sydney.Accounts@flick-anticimex.com.au

TERMS AND CONDITIONS

PURPOSE OF TERMITE MANAGEMENT SYSTEMS

Disclaimer of Liability to Third Parties: - This certificate is made solely for the benefit of the owner/builder named on the face of this Certificate and no liability or responsibility whatsoever is accepted to any third party who may reply on the Certificate either wholly or in part. Any third party acting or relying on this certificate whether in whole or in part does so at their own risk.

LIMITATIONS

1. This Termite Management System is dependent upon the provision of a complete termite management system around the structure(s).
2. With Pre-Construction treatment it is the responsibility of the builder/owner to ensure that the site is properly prepared in accordance with AS2870 and AS3600.1 and relevant Standard or National Construction Code before the treatment is commenced.
3. The Installer and Manufacturer highly recommends that regular competent inspections take place minimum 12 monthly. Where the termite risk is high or the building type is susceptible to termite attack, more frequent competent inspection (3-6 months) must be undertaken, as recommended in AS 3660. Termites may build around barriers but they can be detected more readily during routine inspections.
4. Limited liability is accepted for any treatment failure in line with the Product Warranty Package.
5. This treatment only applies to the protection of the structure(s) as detailed on the face of this Certificate against attack by subterranean termites. It does not provide for protection against other pest(s). In particular it doesn't provide any protection against "drywood termites", FAMILY KALOTERMITDAE.
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It is your responsibility to ensure that the inspections set out as a condition of the warranty as per the recommendations of Australian Standard AS3660. 1 and completed in accordance with AS3660 are performed. Please contact your Installer for further details.

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CERTIFICATE OF INSTALLATION

I certify that the installation has been carried in accordance with the requirements of NCC 3.1.3 and relevant Code mark Certificate of Conformity in accordance with the Australian Standards 3660.1.2000/2014.

The installer warrants that this certificate of installation has been issued by a fully licensed installer with all relevant state, territory and government qualifications.

General Details	
Service Order ID:	677232
Location ID:	201415517
Customer Reference number	PO-BWH72030
Client Company Name:	Beechwood Homes
Client Contact Name:	Accounts Payable
Technician's Name:	Timothy Whiley
Was the Treatment Notice Sticker Installed or Updated:	Yes, Updated
Technician's Signature:	

Structure Details	
Date of report:	20-06-2018
Street Name:	Lot 1302, 32 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Post Code:	2747

Installation Details

Service Type	System Used	Service Carried Out	Length (m)	Width (mm)	Height (mm)	Qty
New installation	Granitgard	Perimeter - Brick Veneer	14			

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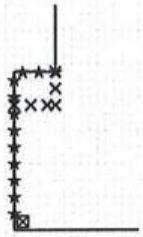
Notes and/or Limitations
Nil

Structure Details	
Street Name:	Lot 1302, 32 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Postcode:	2747



Drawing Legend		
: North Direction : Collar Protection : Pier Protection **P** : Pole Whaling Plate Protection **W** : Wall Sheeting Protection : Trimming : Under slab Protection : Sentricon Always Active Bait Station In Hard Ground : Sentricon Always Active Bait Station In Soft Ground : Chemical Treated Zone	**V** : Vertical Joint Protection : Reticulation Protection : Zero Lot : Foam Feture : Steel Post Protection : Reticulation Fill Point : Perimeter Protection : Perimeter Protection (Stage 2) : Termguard Termination Point	: AntCapping Protection : Cold Joint Protection : Strapping **N** : Novithor : Door Sill Treatment **E** : Patio Tile Extension **O** : Wraps : Group Of Wraps : Reticulation Chemical Application

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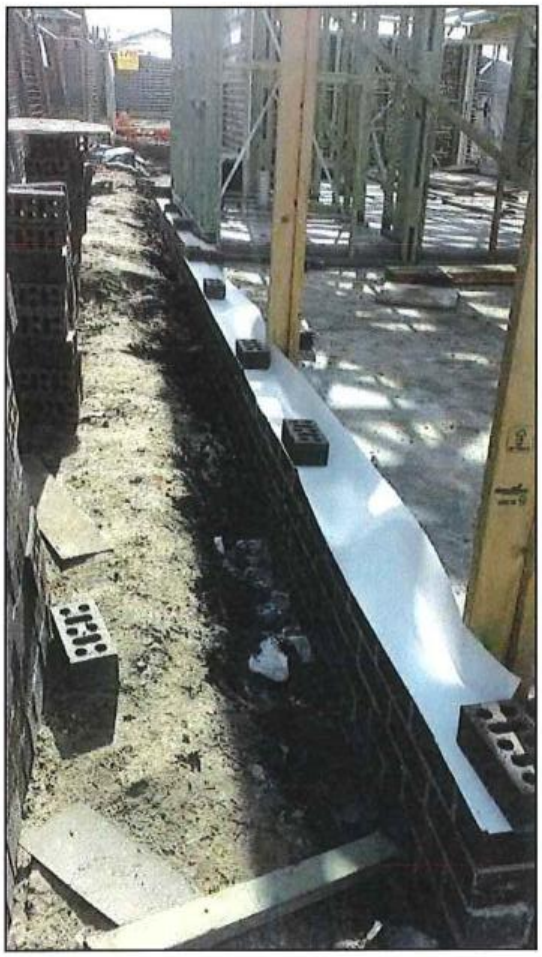
Photos Of Site





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SITE SPECIFIC HAZARD & RISK CHECKLIST

Hazards
COMPLETE THE FOLLOWING BEFORE COMMENCEMENT OF WORK

Select the hazards identified on this site below to select the Hazard Number.

1. ☐ Confined Space	14. ☐ Security/lone/isolated work
2. ☐ Heights (People falling)	15. ☐ Communications
3. ☐ Flooding/water	16. ☐ Weather condition
4. ☐ Manual Handling	17. ☐ Total Fire Ban
5. ☐ Heat	18. ☐ Traffic
6. ☐ Cold	19. ☐ Asbestos
7. ☐ Falling objects	20. ☐ Animals (Dogs etc)
8. ☐ Moving plant/machinery	21. ☐ Insects (Spiders etc)
9. ☐ Site Housekeeping	22. ☐ Dust
10. ☐ Electricity	23. ☐ Fire & Explosion
11. ☐ Compressed gas	24. ☐ Hazardous Substances
12. ☐ Underground/overhead services	25. ☐ Cherry Picker / Scissor Lift equipment/ knuckle Boom Life *
13. ☐ Noise/vibration	26. ☐ Bird Shooting *

Others:

Instructions for use:
1. Select the Hazard Number in the Haz. No. column below from your selection.
2. Write in the Control Measures column below additional Site Specific Control Measures for the identified Hazards, not covered in the Safe WorkMethod Statement
3. Indicate the appropriate risk score from the drop down Risk Score columns. (Risk Score =1 - 25)

Haz. No.	Risk Score	Control Measures
	1 - 25	

RISK ASSESSMENT MATRIX		CONSEQUENCE				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	A	11	16	20	23	25
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Rare	E	1	3	6	10	15

NOTE: If specific Hazards and Control Measures are identified on a regular basis, Safe Work Method Statements must be updated to include these hazards and controls. Ensure these are discussed and documented at **TOOL BOX MEETING**

Permits (check box & complete permit before starting the work):

☐ _____

Can you undertake the job safely?
☒ Yes
☐ No. DO NOT COMMENCE WORK (contact the office for advice)

Person completing this form and training site personnel:

Name	Signature	Date
Timothy Whiley		20-06-2018
I, (Name listed below) have been trained & understand the Hazards & Control Measures identified		
Timothy Whiley		20-06-2018

Revision No: 0
Approved Date: 10.02.2012

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Page:1 of 1

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TERMS AND CONDITIONS

PURPOSE OF TERMITE MANAGEMENT SYSTEMS

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LIMITATIONS

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3. The Installer and Manufacturer highly recommends that regular competent inspections take place minimum 12 monthly. Where the termite risk is high or the building type is susceptible to termite attack, more frequent competent inspection (3-6 months) must be undertaken, as recommended in AS 3660. Termites may build around barriers but they can be detected more readily during routine inspections.
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CERTIFICATE OF INSTALLATION

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General Details	
Service Order ID:	667434
Location ID:	201415517
Customer Reference number	PO-BWH72030
Client Company Name:	Beechwood Homes
Client Contact Name:	Accounts Payable
Technician's Name:	Timothy Whiley
Was the Treatment Notice Sticker Installed or Updated:	No
Technician's Signature:	

Structure Details	
Date of report:	12-06-2018
Street Name:	Lot 1302, 32 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Post Code:	2747

Installation Details

Service Type	System Used	Service Carried Out	Length (m)	Width (mm)	Height (mm)	Qty
New installation	Granitgard	Perimeter - Brick Veneer	50			

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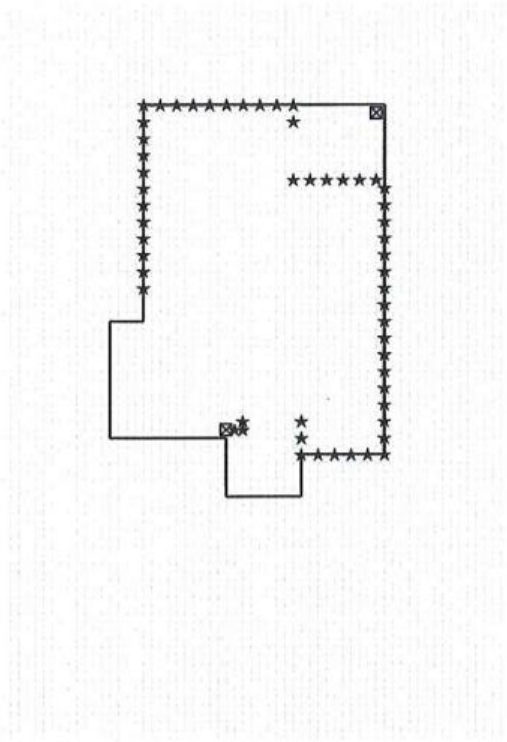
Notes and/or Limitations
Nil

Structure Details	
Street Name:	Lot 1302, 32 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Postcode:	2747



Drawing Legend		
: North Direction : Collar Protection : Pier Protection P : Pole Whaling Plate Protection W : Wall Sheeting Protection : Trimming : Under slab Protection : Sentricon Always Active Bait Station In Hard Ground : Sentricon Always Active Bait Station In Soft Ground : Chemical Treated Zone	V : Vertical Joint Protection : Reticulation Protection : Zero Lot : Foam Feture : Steel Post Protection : Reticulation Fill Point ★ : Perimeter Protection ☆ : Perimeter Protection (Stage 2) : Termguard Termination Point	: AntCapping Protection X : Cold Joint Protection : Strapping N : Novithor ▲ : Door Sill Treatment E : Patio Tile Extension O : Wraps : Group Of Wraps : Reticulation Chemical Application

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Photos Of Site





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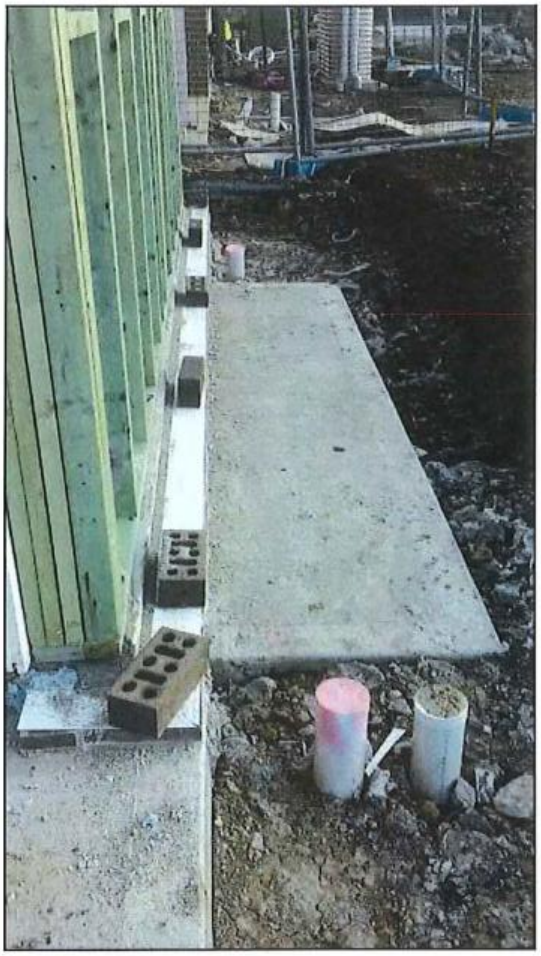

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Person completing this form and training site personnel:

Name	Signature	Date
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Can you undertake the job safely?
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Name	Signature	Date
Timothy Whiley		12-06-2018

Revision No: 0
Approved Date: 10.02.2012

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Page:1 of 1

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CERTIFICATE OF INSTALLATION

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General Details	
Service Order ID:	631014
Location ID:	201415517
Customer Reference number	Na
Client Company Name:	Beechwood Homes
Client Contact Name:	Accounts Payable
Technician's Name:	Jack Robinson
Was the Treatment Notice Sticker Installed or Updated:	No
Technician's Signature:	

Structure Details	
Date of report:	09-05-2018
Street Name:	Lot 1302 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Post Code:	2747

Installation Details

Service Type	System Used	Service Carried Out	Length (m)	Width (mm)	Height (mm)	Qty
New installation	Curing Compound	Curing Compound				160m2

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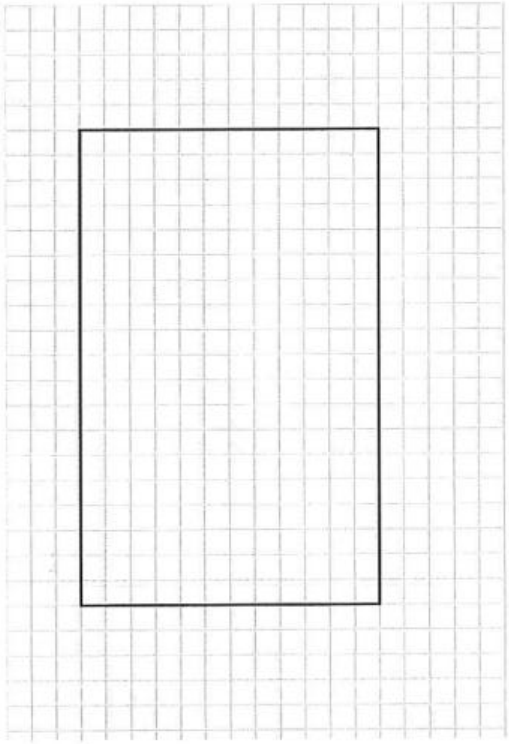
Notes and/or Limitations
Nil

Structure Details	
Street Name:	Lot 1302 Cadet Circuit
Suburb:	Llandilo
State:	NSW
Postcode:	2747



Drawing Legend		
: North Direction	V : Vertical Joint Protection	: AntCapping Protection
: Collar Protection	: Reticulation Protection	X : Cold Joint Protection
: Pier Protection	: Zero Lot	: Strapping
P : Pole Whaling Plate Protection	: Foam Feture	N : Novithor
W : Wall Sheeting Protection	: Steel Post Protection	: Door Sill Treatment
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: Chemical Treated Zone		

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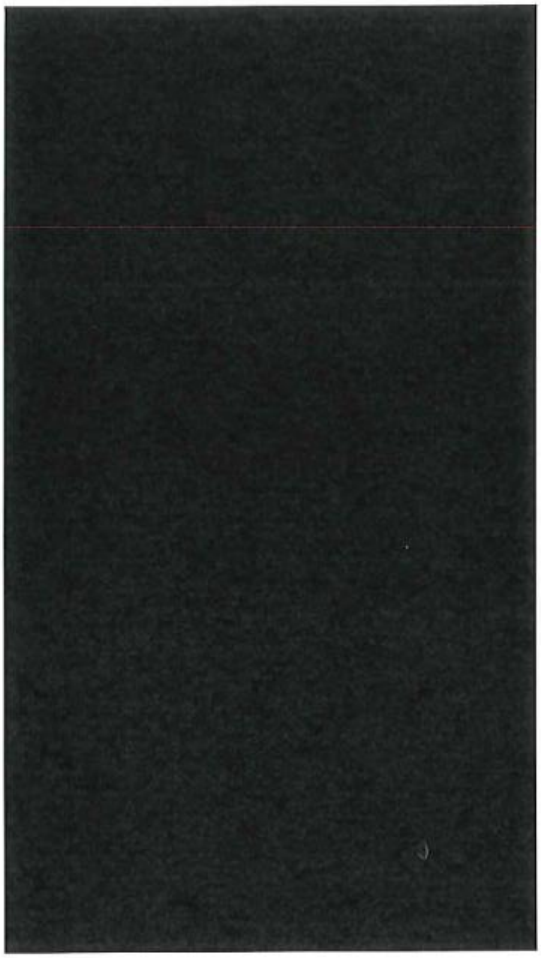
Photos Of Site



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9. Do not use untreated timbers for garden beds or retaining walls as they attract termites. Increased moisture or poor ventilation will also provide conditions for increased risk of termite attack.

VERY IMPORTANT:

This Certificate is in one part, a Certificate of Installation, Application and Completion. This completion of a Certificate of Installation does not in itself certify the structure treated overleaf has been protected in compliance with current version NCC Val 1-10 and 2-9. The Certificate of Installation, Application and Completion must be provided, in full, confirming that all elements for the Termite Management System program in accord with the National Construction Building Codes of Australia and or Australian Standards have been completed. A Termite Management system is not complete unless it has a full System inclusive of all slab penetrations and services.

Flick Anticimex Pty Ltd
9/145 Arthur Street
NSW
13-14-40
Sydney.Accounts@flick-anticimex.com.au

If you become aware of any breaches to the Termite Management system or changes to the structure such as those detailed above you should immediately contact your Installer within 10 working days in writing or via electronic format.

It is your responsibility to ensure that the inspections set out as a condition of the warranty as per the recommendations of Australian Standard AS3660. 1 and completed in accordance with AS3660 are performed. Please contact your Installer for further details.

IMPORTANT INFORMATION:
The Australian Standard AS3660.1 Termite Management, New Building Works provides details for minimising the risk to buildings from termite attack, and methods for treatment to minimise termite infestations. The provision of a complete Termite Management System will impede and discourage termite entry into buildings. It cannot prevent termite attack. Termites can still bridge or breach barriers but they can be detected more readily during routine inspections. Regular Timber Pest Inspections in accordance with AS3660 should be undertaken in order to maintain the System Warranty and the integrity of your Termite Management System.

NSW INSULATION
SIMPLY THE BEST

NORTHSOUTHWEST
INSULATION

The INSULATION Professionals
HOME & COMMERCIAL

Installer Certificate

Guarantee Number : 150021455

Site Address:

Beechwood Homes
Lot 1302
32 Cadet Circuit
Llandilo
NSW

Product Installed	Date Installed	Application
Supply & Fit R1.5 Glasswool Batts	30/07/2018	Walls External G/W
Supply & Fit R3.5 Glasswool Batts	30/07/2018	Ceiling Tights G/W
Supply & Fit R3.5 Glasswool Batts	03/09/2018	Ceiling Finish Lined G/W
Supply & Fit R3.5 Glasswool Batts	05/09/2018	Ceiling Finish Lined G/W

This is to certify that the products shown have been installed by Insulfix Group - NSW Insulation at this address in accordance with:
1. AS3999 - 1992 including Amendment 1: Thermal Insulation of dwellings - Bulk Insulation - Installation requirements.
2. Achieves the state thermal resistances (R-Values) in accordance with AS/NZS 4859.1.

WHS and Quality Manager Insulfix Group

Insulfix Group - NSW Insulation
Unit B, 2 Hudson Avenue
Castle Hill NSW 2154
Phone : 02 9894 9100 Fax : 02 9634 4825
Email : AccountsNSW@insulfix.com.au
www.insulfix.com.au
ABN : 44 395 074 083

insulFIX
the insulation people

NSW GOVERNMENT Fair Trading

CERTIFICATE OF COMPLIANCE

- for Plumbing and Drainage Work

Please supply requested information correct and neatly

Owner's Copy

Serial No. E116029

PROPERTY & OWNERS DETAILS

House No	Street	Suburb	Postcode
	CADET	LLANDILO	2747

Lot No	SP No	DP or PDP	Nearest Cross Street
1302		1215096	

Owner's Name	Full Address
BEECHWOOD HOMES	LOT 1302 NO 32 CADET CIRCUIT LLANDILO NSW 2747 LLANDILO NSW 2747

LICENCEE'S DETAILS

Full Name	Address for Notices
Carmine Barbaro	4 MAGNETIC DR HINCHINBROOK NSW 2168

Phone No.	Qualified Supervisor No.	Expiry Date
0428480069		

Licence No.	Expiry Date
122628C	01/06/2020

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- [x] Install Water Supply
- [ ] Install Irrigation System
- [ ] On-site Alternative Water Services
- [ ] Install/Commission/Maintenance of Thermostatic Mixing Valve
- [ ] Connection to water supply
- [ ] Install, alter, disconnect or remove a backflow prevention device
- [ ] Other

PLUMBING WORK TO COMPLY WITH [x] **PCA** [ ] **ALTERNATIVE SOLUTION** [ ] **COMBINED**

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- [x] Carry out work of sanitary plumbing/drainage
- [x] Connection to Sewer
- [ ] Sewer Disconnection
- [ ] Carry out Trade Waste
- [ ] Other

DRAINAGE WORK TO COMPLY WITH [x] **PCA** [ ] **ALTERNATIVE SOLUTION** [ ] **COMBINED**

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid	Date of Commencement of Work	Estimate Date of Completion
11/10/2017	13/04/2018	13/10/2018

Amount	Reference No:	Work Completed On:
302.00	AA201735699	26/09/2018

I Carmine Barbaro, Lic No 122628C certify the following matters for submission to the Regulator:

a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.

b) The work was carried out by or under the supervision of me as the responsible person.

c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes [ ] N/A [x]

d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.

e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.

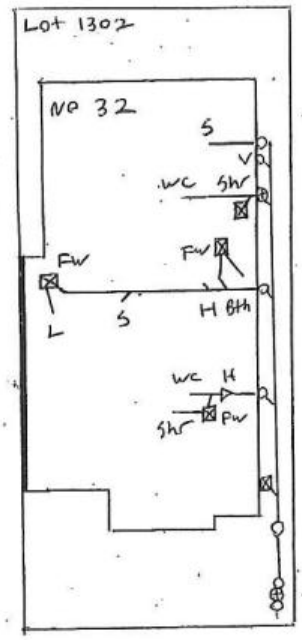
SEWER SERVICE DIAGRAM

Lot No 1302 DP No _____ House No 32
Street CADET CIR
SUBURB OF LANDILO
LGA Penrith
Licence No 122628C Date 14-5-18
Signature Baker
NoW/CoC No E116029
SCALE 1:200 SSD _____

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)	Chr	Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry	Pit	Pit
	Inspection Opening	BTrL	Bath Waste	WC	Water Closet	G	Grease Interceptor
GWG	Gully	Bid	Bidet	Vert	Vertical Pipe		Pump Unit
	FW	CO	Clean Out	WS	Waste Stack	OSS	Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	SVP	Sewer Vent Pipe	RV	Reflux Valve
	Sloped Junction	Shr	Shower	V	Vent Pipe	Sealed	Capped Point
	On back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point

NOTE: Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements.

© State of New South Wales through NSW Fair Trading May 2012



CADET CIRCUIT

25 October 2018

Building Compliance

Beechwood Homes (NSW) Pty Ltd

Corner Cambewarra Road & Princes Highway

RAINWATER HARVESTING COMPLIANCE LETTER

RE: PO-BWH69057
MR & MRS FERGUSON
LOT 1302 NO 32 CADET CIRCUIT
LLANDILO NSW 2747

This letter certifies that Kingspan Water has installed a rainwater harvesting system at the above mentioned address in accordance with our manufacturing standards, BASIX regulations, AS3500, AS2180 and builder's specifications.

The system is fitted with the following rainwater tank(s) and pump(s):

Item	Description	Colour	Capacity (Ltr)
SL-0650-3300-1560	Slimline Water Tank	Paperbark	3200
PU-GRUNDH2+AQUA 3/ INSTALL KIT H2AQUA 3	PU-GRUNDH2+AQUA 1 COMBO 3/4INCH INSTALL KIT H2AQUA 3/4"		

The tank is:

- fitted with an automatic mains water bypass pump and controller system (Rainbank / Rainsaver) incorporating backflow prevention;
- fitted with a first flush device;
- fully enclosed and sealed to prevent access by mosquitoes;
- provided with an air gap in the overflow (where required by the Water Authority);
- situated on a suitably sized base as supplied by the builder;
- labeled "Rainwater - Not For Drinking".
- connected into the existing storm water disposal system on site; and
- provided with a non-gloss finish;

The installation was completed by a Licensed Plumber in compliance with Water Authority Guidelines and the NSW Code of Practice: Plumbing and Drainage.

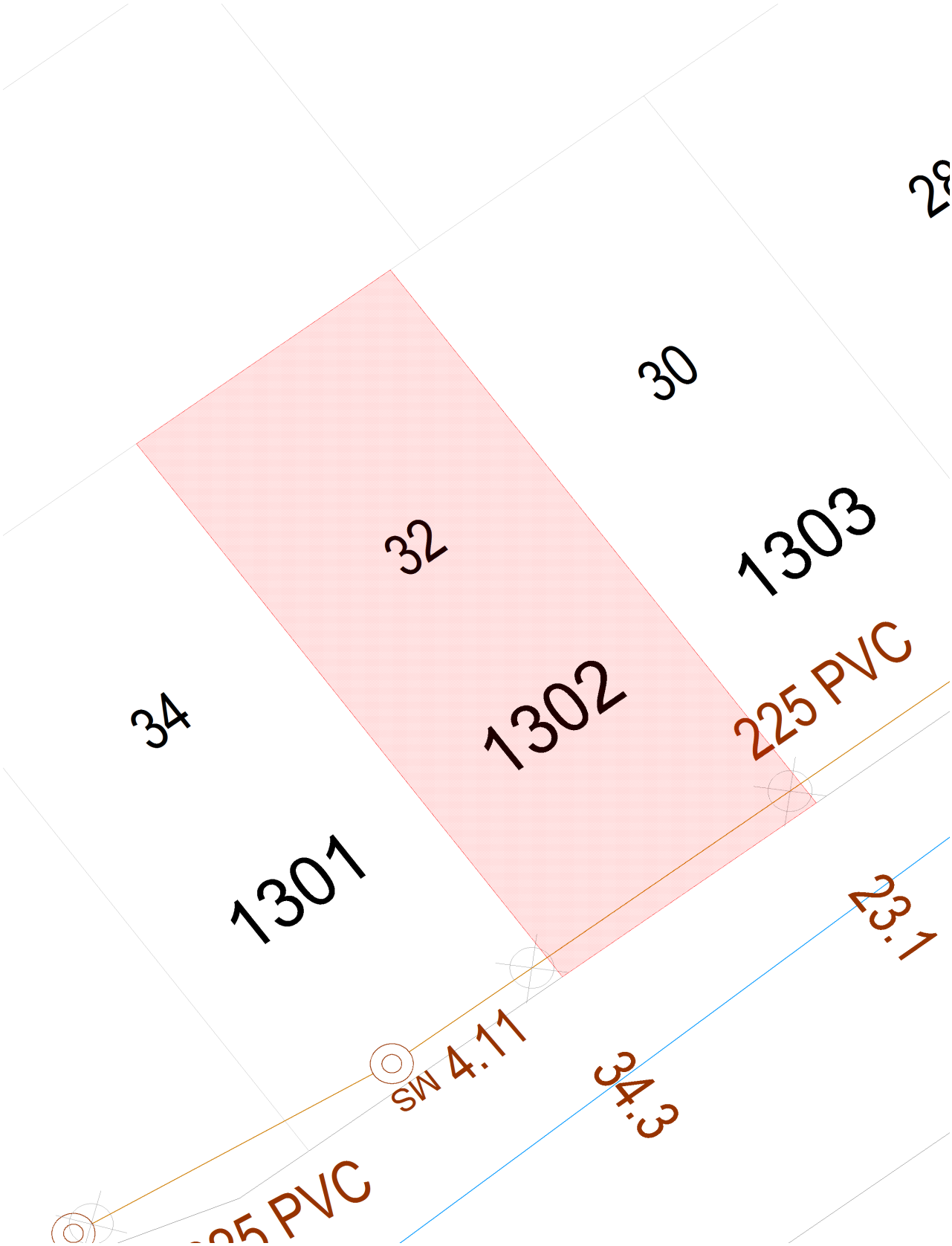
Gordon Richmond

National Operations Manager

Kingspan Environmental Pty Limited
3 Herbert Place SMITHFIELD NSW 2164
P 1300 736 562 F 1300 736 582 E accounts.au@kingspan.com
www.kingspanwater.com.au ABN 62108491881

Service Location Print

Application Number: 8000535821



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Disclaimer

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

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

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

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number — 25, 6, 26, 8
- Lot Number — 27, 10, 28, 12
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

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

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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

12 March 2021

Infotrack Pty Limited

Reference number: **8000535803**

Property address: **32 Cadet 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

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.

JORDAN SPRINGS 52 Cadet Circuit NSW 2747

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

32 Cadet Circuit JORDAN SPRINGS NSW 2747

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning, Industry and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land & Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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

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

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

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

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

6. 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.

JORDAN SPRINGS 32 Cadet Circuit NSW 2747

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

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

JORDAN SPRINGS NSW 2747 32 Cadet Circuit

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum; any
10.1.8 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 –

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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.

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16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

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

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

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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;

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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.

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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 earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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 –

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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

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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*.

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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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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