

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Rey Properties Unit 3 39 Memorial Avenue Liverpool NSW 2170	phone: (02) 8750 8609 email: suman@reyproperties.com.au
co-agent		
vendor	Santosh Limbu, Ranjana Rai	
vendor's solicitor	Juris Australia Lawyers NSW PO Box 63, Granville 2142	phone: 02 9687 4748 email: info@jurisaustralia.com.au ref: 2026444
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	15 Eunice Glade Riverstone NSW 2765 LOT 71 STRATA PLAN SP95225 Folio Identifier 71/SP95225	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☐ curtains ☐ insect screens ☐ range hood ☐ blinds ☐ dishwasher ☐ internet/TV receiver ☐ solar panels ☐ built-in wardrobes ☐ EV charger ☐ light fittings ☐ solar power battery ☐ ceiling fans ☐ fixed floor coverings ☐ pool equipment ☐ stove ☐ clothes line ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)PEXA- Juris Australia
Lawyers NSW**Manual transaction** (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW* payment☒ NO☐ yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location print) ☒ 9 sewer lines location diagram (sewer service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☐ 61
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Comfort Living Strata Management
 PO Box 137, PARRAMATTA NSW 2124
 info@comfortlivingstrata.com.au
 02 9635 5101

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
 - 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
 - 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
 - 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
 - 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
 - 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN

Santosh Limbu & Ranjana Rai, of 15 Eunice Glade Riverstone NSW
2765

(Vendors)

AND

of

(Purchaser)

1. Inconsistency and Severability

If there is any inconsistency in this contract between the printed clauses and these special conditions, these special conditions shall prevail to the extent of that inconsistency. The enforceability of any provision of this Contract does not affect the enforceability of any other provisions

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Rescheduling Settlement

In the event that the purchaser requires settlement to be rescheduled after being booked through no fault of the vendor, then the purchaser(s) shall pay on completion an amount of \$110.00 for each time settlement is rescheduled being the estimate costs incurred by the vendor to cover legal costs and expenses incurred as consequence of the delay.

6. Notice to Complete

For the purpose of clause 15, the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued to make time of the essence of this contract.

If the purchaser does not complete this contract through no fault of the vendor which requires the vendor to serve a notice to complete on the purchaser(s), then the purchaser (s) will pay the vendor's solicitor an amount of \$350.00 plus GST on completion to cover the cost vendor additional legal fees for the issuing of such notice.

7. Electronic Conveyancing

Notwithstanding anything else herein contained the parties agree that completion of this matter is to be via electronic conveyancing PEXA.

Should both the purchaser (s) representative and Incoming mortgagee/Bank (if any) be a subscriber on PEXA but choose, for whatever reason, not to transact the completion of the matter via PEXA a fee of \$165.00 will be payable on completion being the estimated additional legal costs of the vendor's solicitor to complete the matter outside of PEXA. Provided that should either the purchaser (s)'s representative or their bank (if any) not be a subscriber on PEXA the fee of \$165.00 will not be payable.

8. Agent

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

9. Smoke alarms

The property has smoke alarms installed.

10. Swimming pool

The property has no swimming pool.

11. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Purchaser's Acceptance of discharge and withdrawals

Upon completion the vendor will hand to the purchaser a property form of discharge of mortgage or withdrawal of Caveat as the case may be in registrable form in respect of any mortgage or caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

13. Whole of Agreement

The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this contract whether made by a party or any other person acting or purporting to act on behalf of a party.

14. Condition of Property/Improvements

The purchaser warrants to the vendor that;

- a) The purchaser enters into this contract solely in reliance upon his own inspections of the property and improvements or inspections made on the purchaser's behalf and not in reliance on any statement of the vendor or anyone on the vendor's behalf;
- b) No-one on the vendor's behalf has made any representation with respect to the condition of the property; and
- c) The purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

15. Acknowledgement of Non-Compliance

The purchaser acknowledges that the improvements may not comply with all relevant legislation. The purchaser accepts the property subject to the disclosures contained in this clause and must not make objection, requisitions or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

16. Credit

The purchaser warrants to the vendor that either:

- a) The purchaser does not require credit in order to complete this contract; or
- b) The purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable completion of this contract; and
- c) The purchaser acknowledges that the vendor relies upon this warranty in entering into this contract.

For the purposes of this further condition, the word "credit" has the same meaning as that ascribed to it by section 4(1) of the consumer credit (New South Wales) code.

17. Goods and Services Tax (GST)

- a) Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:
- b) The purchaser warrants that the subject property will be used by the purchaser predominantly for residential purposes.
- c) The warranty shall not merge on completion.
- d) If the purchaser breaches this warranty this warranty the purchaser will indemnify the vendor in relation to any liability for goods and services tax, interest and penalties thereon which the vendor may have by reason of the supply of the property being a taxable supply within the meaning of section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

18. Zoning Certificate

- a) The purchaser acknowledges the vendor's specific disclosure in the section 10.7(2) Certificate of the Environmental Planning instruments which affect the property and the purchaser represents and warrants that it has inspected the planning instruments (and draft Environmental Planning instruments, if applicable) and any documents or provision incorporated in or created under them and is aware of all restrictions and prohibitions contained in those instruments.
- b) Where the information, express or implied, contained in the section 10.7(2) Certificate is inconsistent with the disclosure in the preceding clause then the disclosure in the preceding clause above shall prevail to the extent of any inconsistency.

19. Sewerage Service Diagram

Annexed to the contract is a copy of the sewerage service diagram currently available from Sydney Water in respect of the subject property. The vendor discloses and the purchaser acknowledged being aware of the said diagram. The

purchaser will not make any objection requisition or claim for compensation in respect of the accuracy or completeness of the said diagram.

20. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make property disclosures to the office of Renew NSW in relation to those duties. The right continues after completion.

21. Release of the Deposit

The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

22. Deposit less than 10%

The vendor and the purchaser agree that the deposit payable pursuant to this contract is ten per cent (10%) of the price. If the vendor agrees, the purchaser may pay the 10% deposit by instalments in the following manners (time is the essence);

- a) Five percent (5%) on exchange; and
- b) The balance of five percent (5%) shall be payable on the earlier of the date of completion, or the date when the vendor is entitled to forfeit the deposit in accordance with clause 9.

If the purchaser does not make the deposit payment in accordance with this special condition, vendor shall be entitled, in addition to any rights and remedies available at law or equity, to sue the purchaser for the difference between ten (10%) of the price and the amount of actually paid by the purchaser pursuant to this special condition. This special condition shall not merge on completion.

23. Guarantors

Only applicable if purchaser is a company or trust of a company, then the Guarantor to sign the Deed of Guarantee and Indemnity.

- a) If the purchaser is a company, the persons attesting this contract for and on behalf of the company shall be deemed to be the guarantor.
- b) If there is more than one guarantor the covenants and agreements upon this guarantor under this contract shall bind them jointly and severally.
- c) The guarantor must upon execution of the contract, execute and return to the vendor's solicitor the deed of guarantee annexed hereto and marked "A" prior to exchange of contracts.

24. Survey Report and Building Certificate

The purchaser acknowledges that the vendor is not in possession of a building certificate under the Environmental Planning and Assessment Act 1979 NSW (Building Certificate) and the purchaser must not request the vendor to supply a survey report or building certificate on or before completion.

Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any work or expend any money on or in relation to the property not to make application for or do anything towards obtaining a Building Certificate.

If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the building certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for building certificate.

25. FIRB Approval

The purchaser warrants to the vendor that if it is a "foreign corporation" or a "foreign person" defined in the Foreign Acquisition & Takeovers Act 1975 ("hereafter the act), it has obtained the consent of the Foreign Investment Review Board ("hereafter FIRB") in accordance with the provision of the Act to its Purchase of the property. The purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

26. Christmas Clause:

Despite any other clause in this contract, the parties hereby agreed that the completion of this contract will not be required during the Christmas and holiday break commencing 2:00 pm on 23 December 2026 and ending 9:00 am Monday, 11 January 2027 (the Holiday Period").

- a) Neither party shall be entitled to issue a Notice to Complete before the Holiday period but shall be entitled to do so three (3) business days after 11 January 2027, should the settlement not have been arranged by that date.
- b) Neither party is entitled to issue a Notice to Complete during the Holiday Period.
- c) If completion does not take place prior to the commencement of the Holiday Period, then penalty interest shall not be imposed on the purchaser until three (3) business days after 11 January 2027, should settlement not have been arranged by that date.
- d) Neither party shall be entitled to a further penalty, objection or claim for compensation as a result of the delay in the settlement.

27. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

28. Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by

auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 71/SP95225

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	2:45 PM	2	16/12/2025

LAND

LOT 71 IN STRATA PLAN 95225
AT RIVERSTONE
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

SANTOSH LIMBU
RANJANA RAI
AS JOINT TENANTS (T AV720786)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95225
- 2 SP95225 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT
- 3 AV720787 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026444...

PRINTED ON 15/10/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP95225

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	2:45 PM	2	22/4/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95225
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RIVERSTONE
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP95225

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95225
ADDRESS FOR SERVICE OF DOCUMENTS:
COMFORT LIVING STRATA MANAGEMENT
PO BOX 137
PARRAMATTA NSW 2124

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 19 & 41
- 4 J42130 EASEMENT FOR TRANSMISSION OF ELECTRICITY 60.96 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1207669 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1207669 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1207670 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1307207 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1307207 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

2026444...

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FOLIO: CP/SP95225

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

- 10 DP1307207 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 12 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 13 DP1229727 POSITIVE COVENANT
- 14 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 15 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 16 DP1229727 EASEMENT FOR PADMOUNT SUBSTATION 3.25 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1229727 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 19 DP1229727 EASEMENT FOR BATTER & SUPPORT VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 SP95225 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000000)

STRATA PLAN 95225

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 931		2 - 931		3 - 931		4 - 931	
5 - 931		6 - 931		7 - 931		8 - 931	
9 - 931		10 - 931		11 - 931		12 - 931	
13 - 931		14 - 931		15 - 931		16 - 931	
17 - 931		18 - 933		19 - 3105		20 - 1176	
21 - 1130		22 - 1130		23 - 1082		24 - 1082	
25 - 940		26 - 950		27 - 983		28 - 987	
29 - 950		30 - 912		31 - 1006		32 - 987	
33 - 987		34 - 987		35 - 987		36 - 987	
37 - 987		38 - 987		39 - 987		40 - 987	
41 - 2146		42 - 1006		43 - 912		44 - 912	
45 - 912		46 - 912		47 - 912		48 - 964	
49 - 964		50 - 912		51 - 912		52 - 987	
53 - 987		54 - 987		55 - 987		56 - 987	
57 - 987		58 - 987		59 - 987		60 - 987	
61 - 1016		62 - 1016		63 - 1016		64 - 1016	
65 - 912		66 - 912		67 - 940		68 - 912	

END OF PAGE 2 - CONTINUED OVER

2026444...

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PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 95225

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
69	- 950	70	- 912	71	- 1025	72	- 931
73	- 931	74	- 1006	75	- 1006	76	- 1111
77	- 1206	78	- 1176	79	- 950	80	- 931
81	- 931	82	- 959	83	- 921	84	- 1016
85	- 987	86	- 987	87	- 987	88	- 987
89	- 902	90	- 902	91	- 950	92	- 902
93	- 968	94	- 1035	95	- 1035	96	- 1025
97	- 1054	98	- 987	99	- 1167		

NOTATIONS

DP1219982 NOTE: PLAN OF ACQUISITION FOR DRAINAGE PURPOSES.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026444...

PRINTED ON 15/10/2026

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SP95225

ROAD

CULNANE

SP95225



CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO
CP	COMMON PROPERTY
VP	VISITOR PARKING (CP)

GROUND FLOOR
LOTS 1-6 & 89-99

- VISIBLE CENTRELINE OF WALL
- PROLONGATION OF FACE OF STRUCTURE
- RIGHT ANGLE
- VISIBLE CORNER OF STRUCTURE

NOTES:-

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.

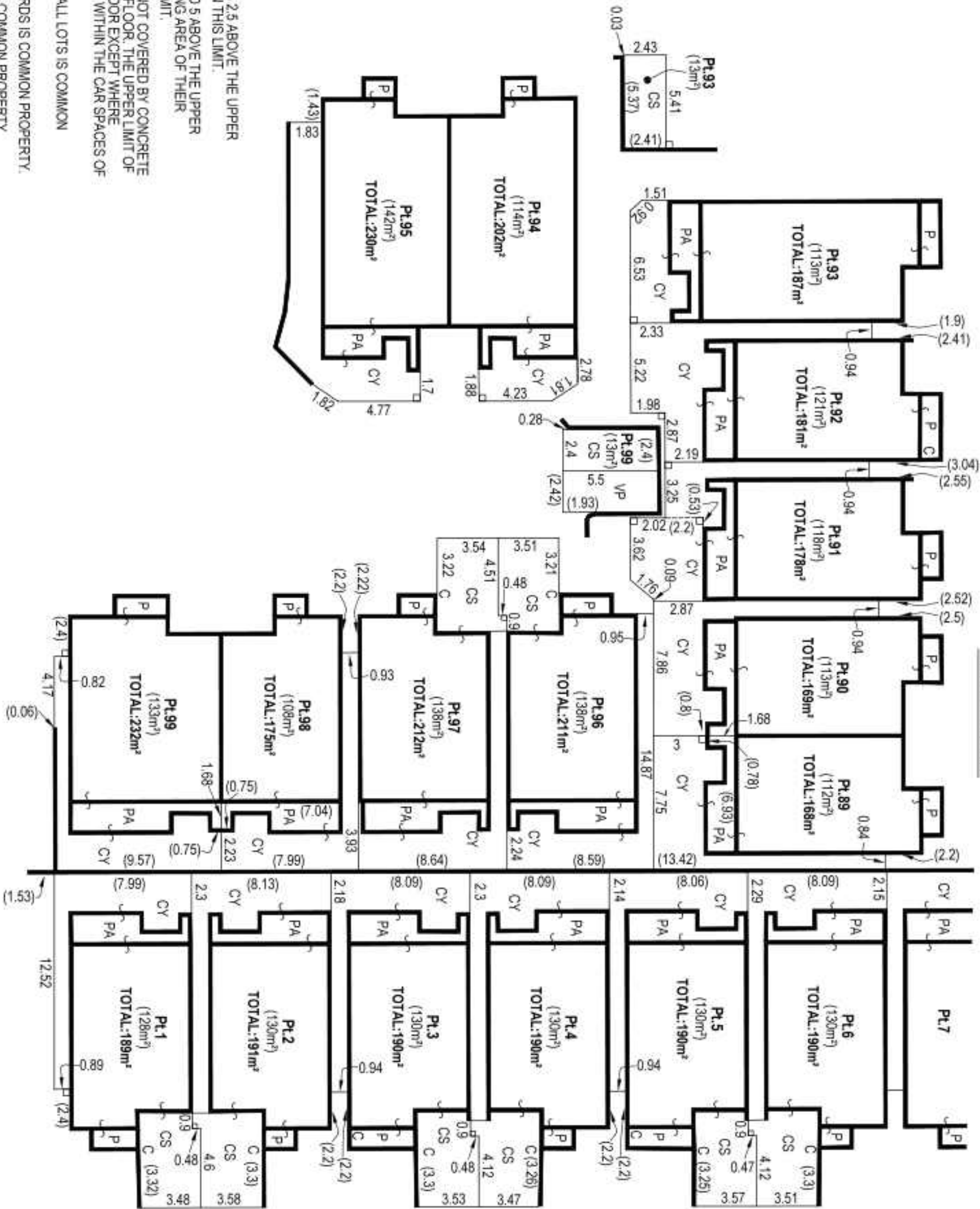
THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.

THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.

THE STRUCTURE OF ALL CONCRETE PATHS WITHIN LOT COURTYARDS IS COMMON PROPERTY. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CONTINUED SHEET 8



CONTINUED SHEET 4

Surveyor:

VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

L G A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:250

Lengths are in metres.

REGISTERED

08/10/2025

SP95225

C - VISIBLE CORNER OF STRUCTURE

THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT

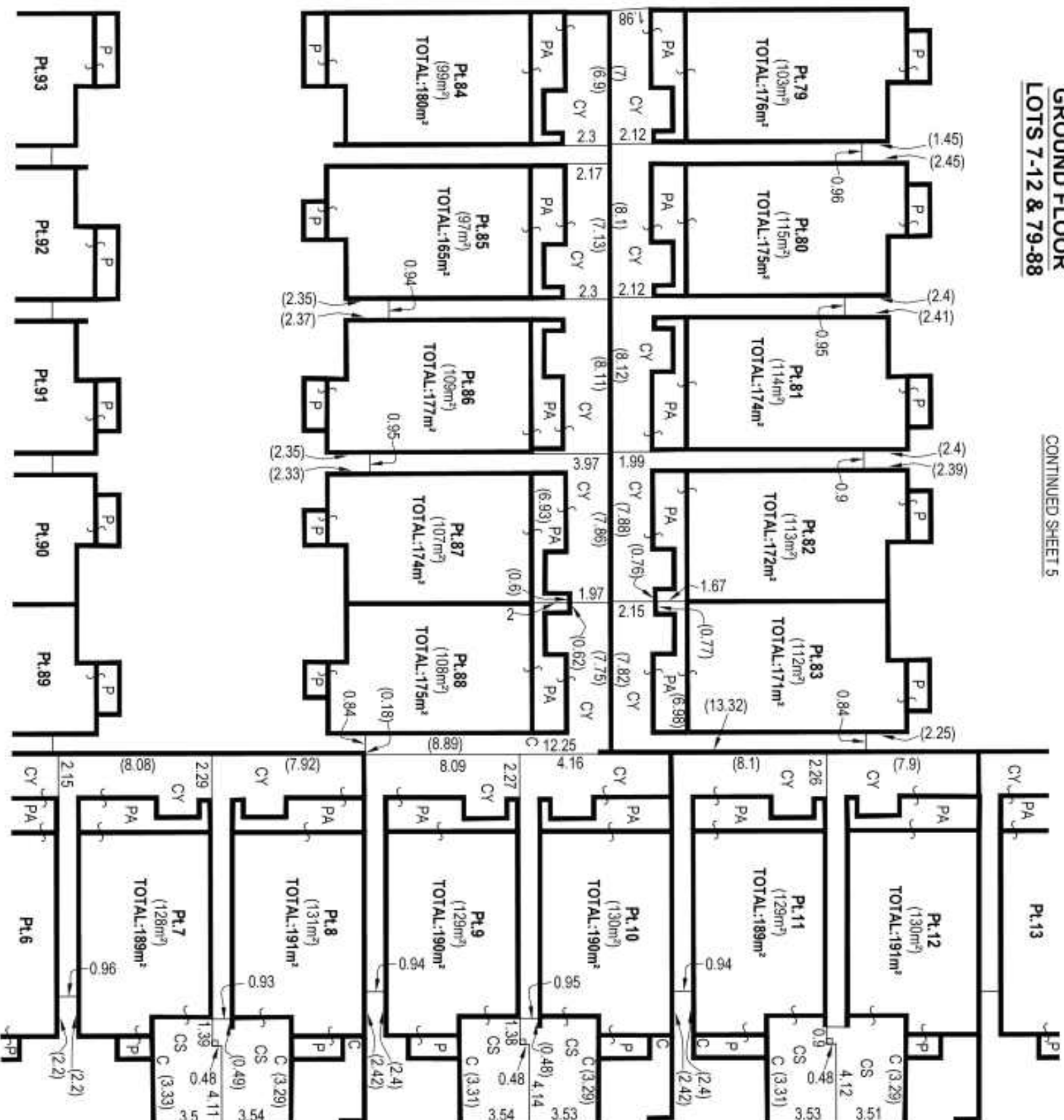
THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.

THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
THE STRUCTURE OF ALL CONCRETE PATHS WITHIN LOT COURTYARDS IS COMMON PROPERTY.
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

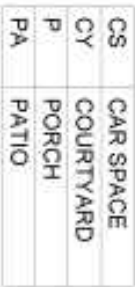
Surveyor's Ref: 6531-1-1

SP95225

CONTINUED SHEET 5



CONTINUED SHEET 3



SP95225

NOTES:-

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.

THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE LOWER LIMIT OF THE STRATUM OF ALL CAR SPACES WHERE NOT COVERED BY CONCRETE IS 2 BELOW THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR. THE UPPER LIMIT OF THE STRATUM OF THE CAR SPACES IS 5 ABOVE ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. THE STRUCTURE OF THE CONCRETE WITHIN THE CAR SPACES OF ALL LOTS IS COMMON PROPERTY.

THE LIMIT OF THE STRATUM OF DEVELOPMENT LOT 19 IS 50 BELOW AND 50 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF LOT 18.

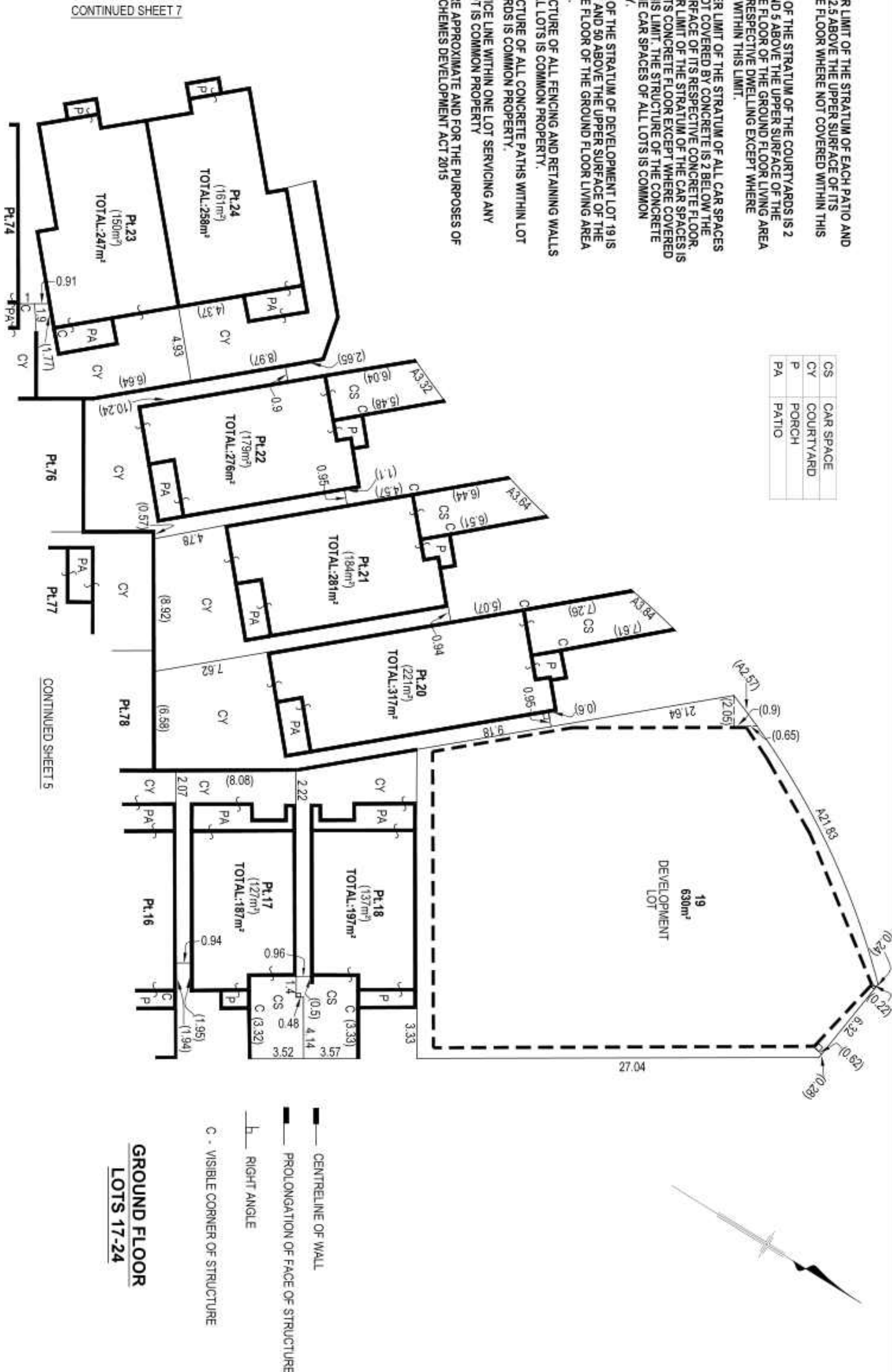
THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.

THE STRUCTURE OF ALL CONCRETE PATHS WITHIN LOT COURTYARDS IS COMMON PROPERTY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO



Surveyor:

VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

L G A: BLACKTOWN

Locality: RIVERSTONE

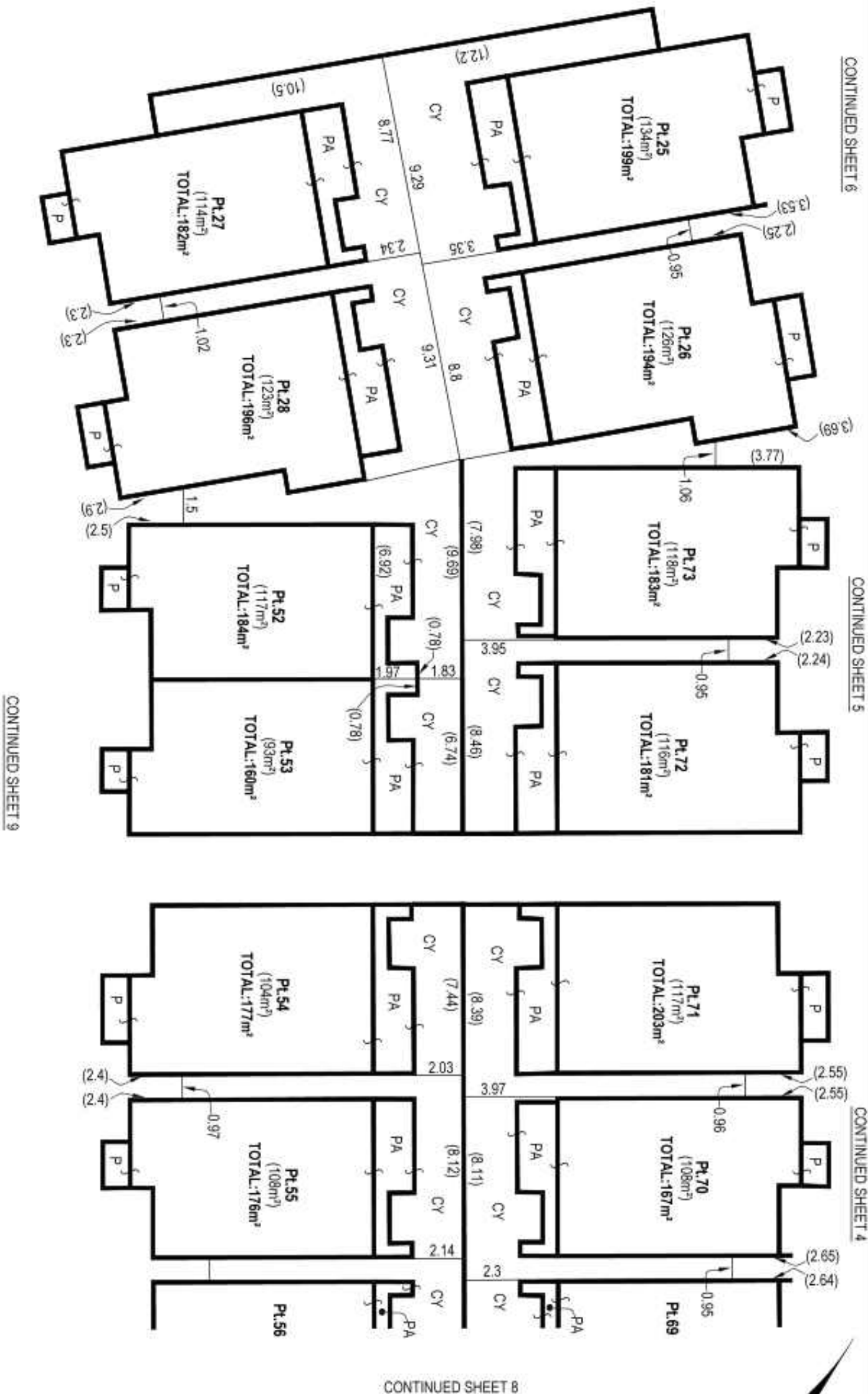
Reduction Ratio: 1:250

Lengths are in metres.

REGISTERED

08/10/2025

SP95225



NOTES:-
THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.
THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.
THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.
THE STRUCTURE OF ALL CONCRETE PATHS WITHIN LOT COURTYARDS IS COMMON PROPERTY.
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

GROUND FLOOR
LOTS 25-28, 52-55 & 70-73

CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor:
VICTORIA COLOMBAGE
Date: 04/07/2025
Surveyor's Ref: 6531-1-1

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

L G A: BLACKTOWN
Locality: RIVERSTONE
Reduction Ratio: 1:200
Lengths are in metres.

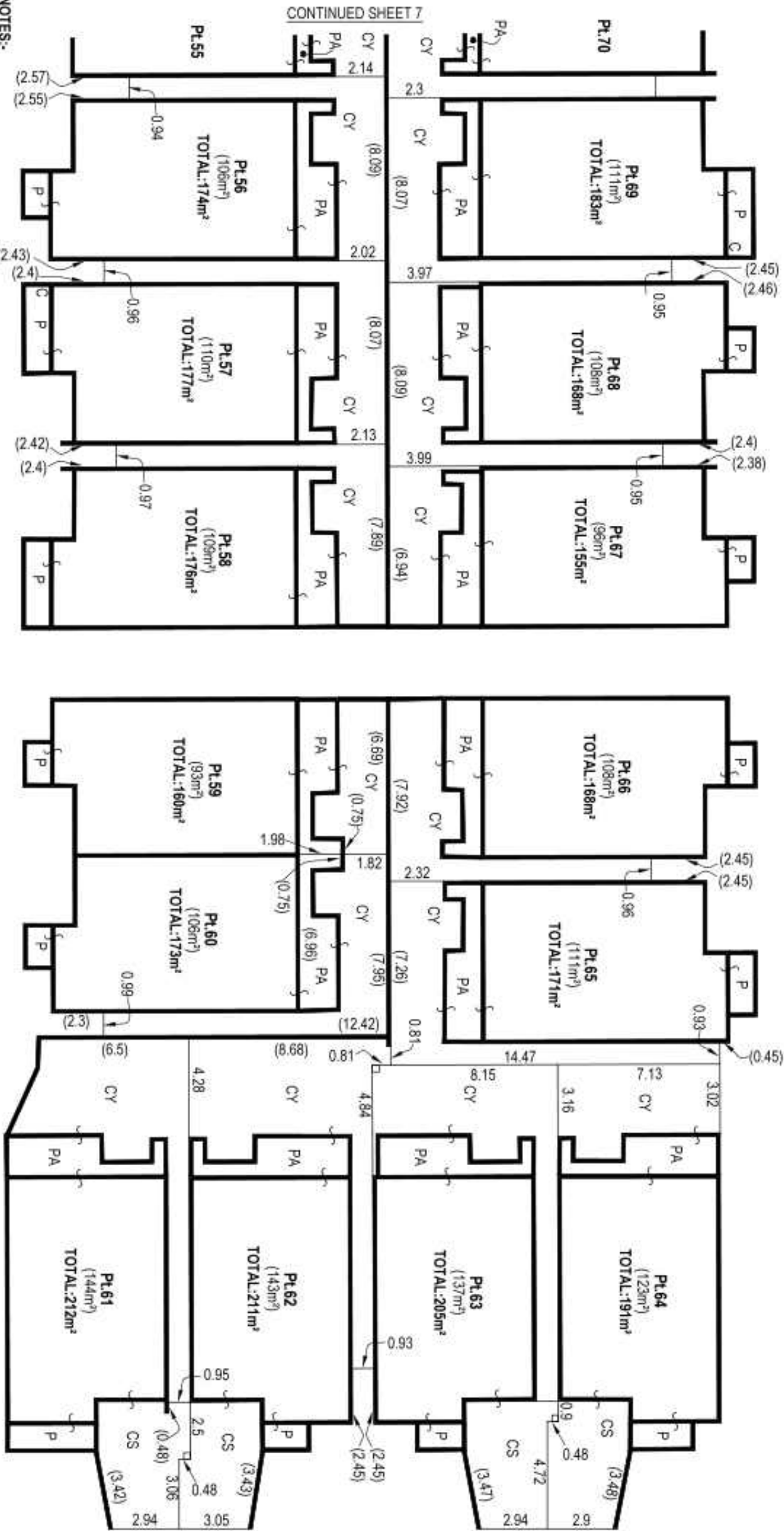
REGISTERED

08/10/2025

SP95225

CONTINUED SHEET 4

CONTINUED SHEET 3



CONTINUED SHEET 10

CONTINUED SHEET 7

NOTES:-

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.

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ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY.

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

GROUND FLOOR

LOTS 56-69

PROLONGATION OF FACE OF STRUCTURE
RIGHT ANGLE
VISIBLE CORNER OF STRUCTURE

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor: PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

L.G.A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED

08/10/2025

SP95225

NOTES:-

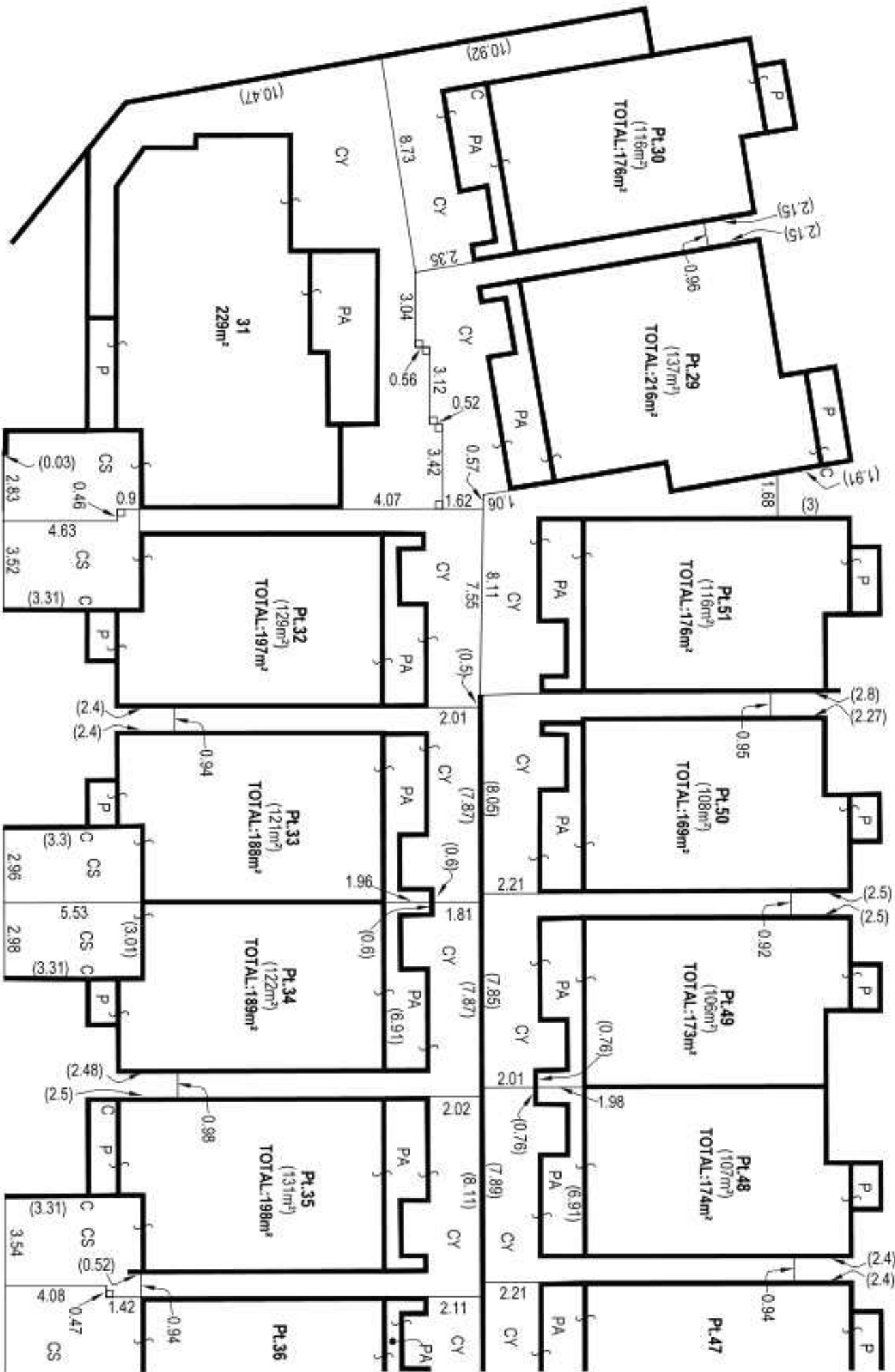
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- CENTRELINE OF WALL
- PROLONGATION OF FACE OF STRUCTURE
- RIGHT ANGLE
- C - VISIBLE CORNER OF STRUCTURE



CONTINUED SHEET 7

CONTINUED SHEET 10

GROUND FLOOR

LOTS 29-35 & 48-51

CS	CAR SPACE
CY	COURTYARD
P	PORCH
PA	PATIO

Surveyor:

VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

L G A: BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED

08/10/2025



SP95225

NOTES:-

THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND PORCH IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT.

THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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THE LIMIT OF THE STRATUM OF DEVELOPMENT LOT 41 IS 50 BELOW AND 50 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF LOT 42.

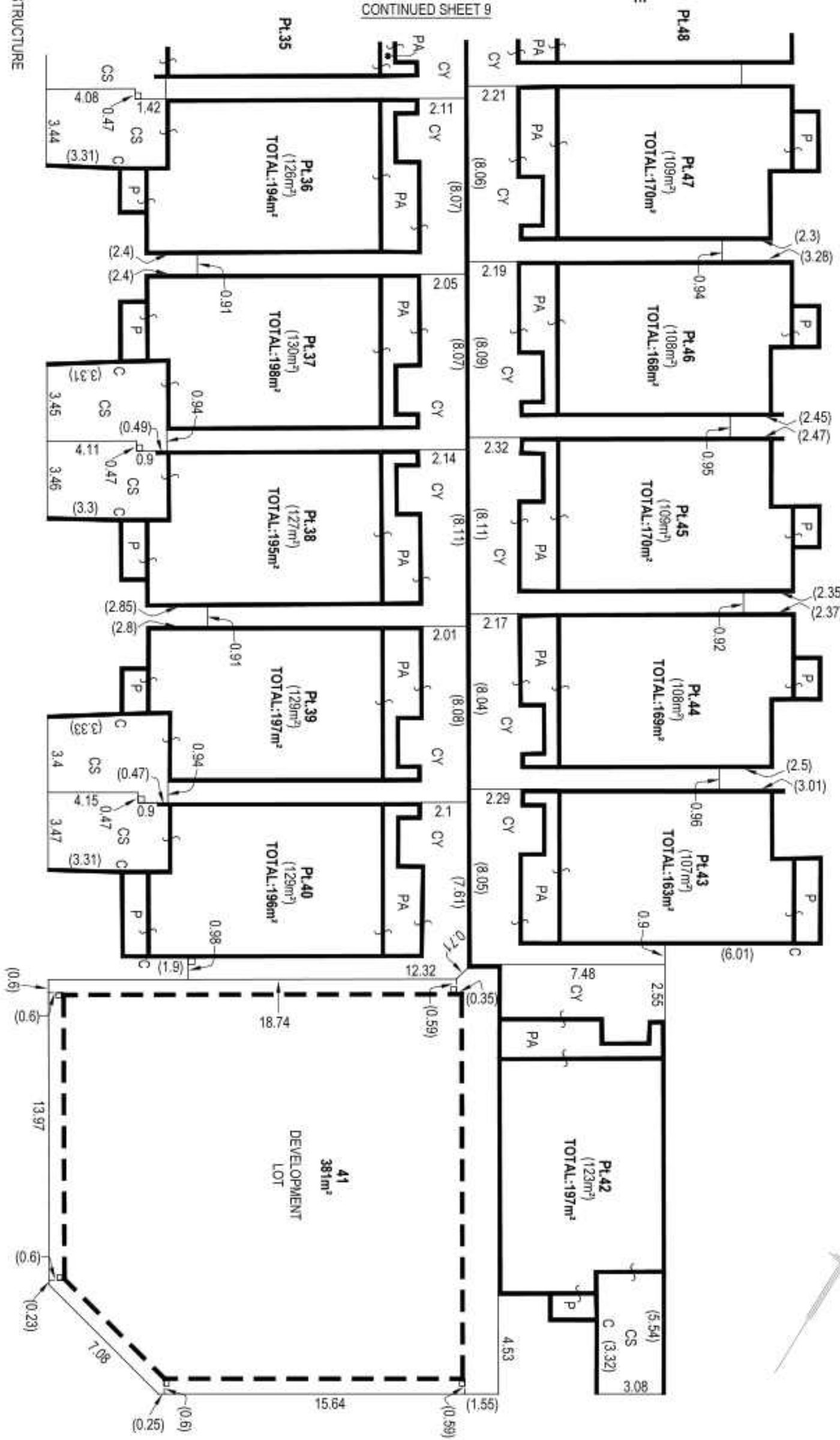
THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY.

THE STRUCTURE OF ALL CONCRETE PATHS WITHIN LOT COURTYARDS IS COMMON PROPERTY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CONTINUED SHEET 8



— PROLONGATION OF FACE OF STRUCTURE
— RIGHT ANGLE
C - VISIBLE CORNER OF STRUCTURE

GROUND FLOOR
LOTS 36-47

Surveyor:

VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

REGISTERED

L.G.A. BLACKTOWN

Locality: RIVERSTONE

Reduction Ratio: 1:200

Lengths are in metres.

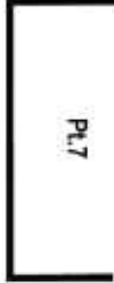
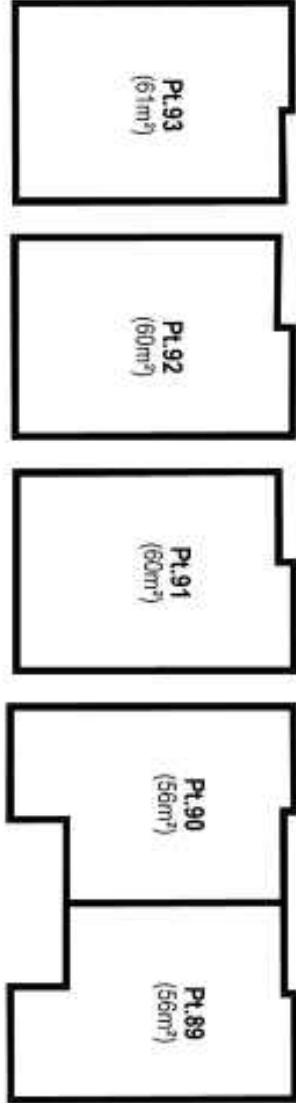


08/10/2025

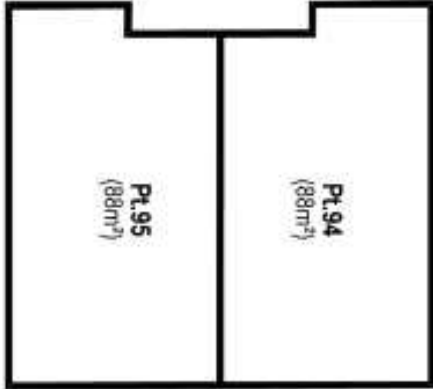
SP95225



CONTINUED SHEET 12



CONTINUED SHEET 15



NOTES:-

ANY SERVICE LINE WITHIN ONE LOT
SERVICING ANY OTHER LOT IS
COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR
THE PURPOSES OF STRATA SCHEMES
DEVELOPMENT ACT 2015

FIRST FLOOR
LOTS 1-6 & 89-99

Surveyor: VICTORIA COLOMBAGE Date: 04/07/2025 Surveyor's Ref: 6531-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1229727	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 08/10/2025	SP95225
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NOTES:-

ANY SERVICE LINE WITHIN ONE LOT
SERVICING ANY OTHER LOT IS
COMMON PROPERTY

AREAS ARE APPROXIMATE AND FOR
THE PURPOSES OF STRATA SCHEMES
DEVELOPMENT ACT 2015

CONTINUED SHEET 13

PL.75

PL.76

PL.77

PL.78

PL.14

PL.13
(60m²)

PL.12
(81m²)

PL.11
(60m²)

PL.10
(60m²)

PL.9
(61m²)

PL.8
(60m²)

PL.7
(61m²)

PL.6

PL.79
(60m²)

PL.80
(60m²)

PL.81
(60m²)

PL.82
(59m²)

PL.83
(59m²)

PL.84
(68m²)

PL.85
(68m²)

PL.86
(68m²)

PL.87
(67m²)

PL.88
(67m²)

CONTINUED SHEET 15

CONTINUED SHEET 14



FIRST FLOOR
LOTS 7-13 & 79-88

PL.93

PL.92

PL.91

PL.90

PL.89

CONTINUED SHEET 11

PLAN OF SUBDIVISION OF LOT 1 IN DP1229727

L G A: BLACKTOWN

Surveyor:
VICTORIA COLOMBAGE

Date: 04/07/2025

Surveyor's Ref: 6531-1-1

REGISTERED

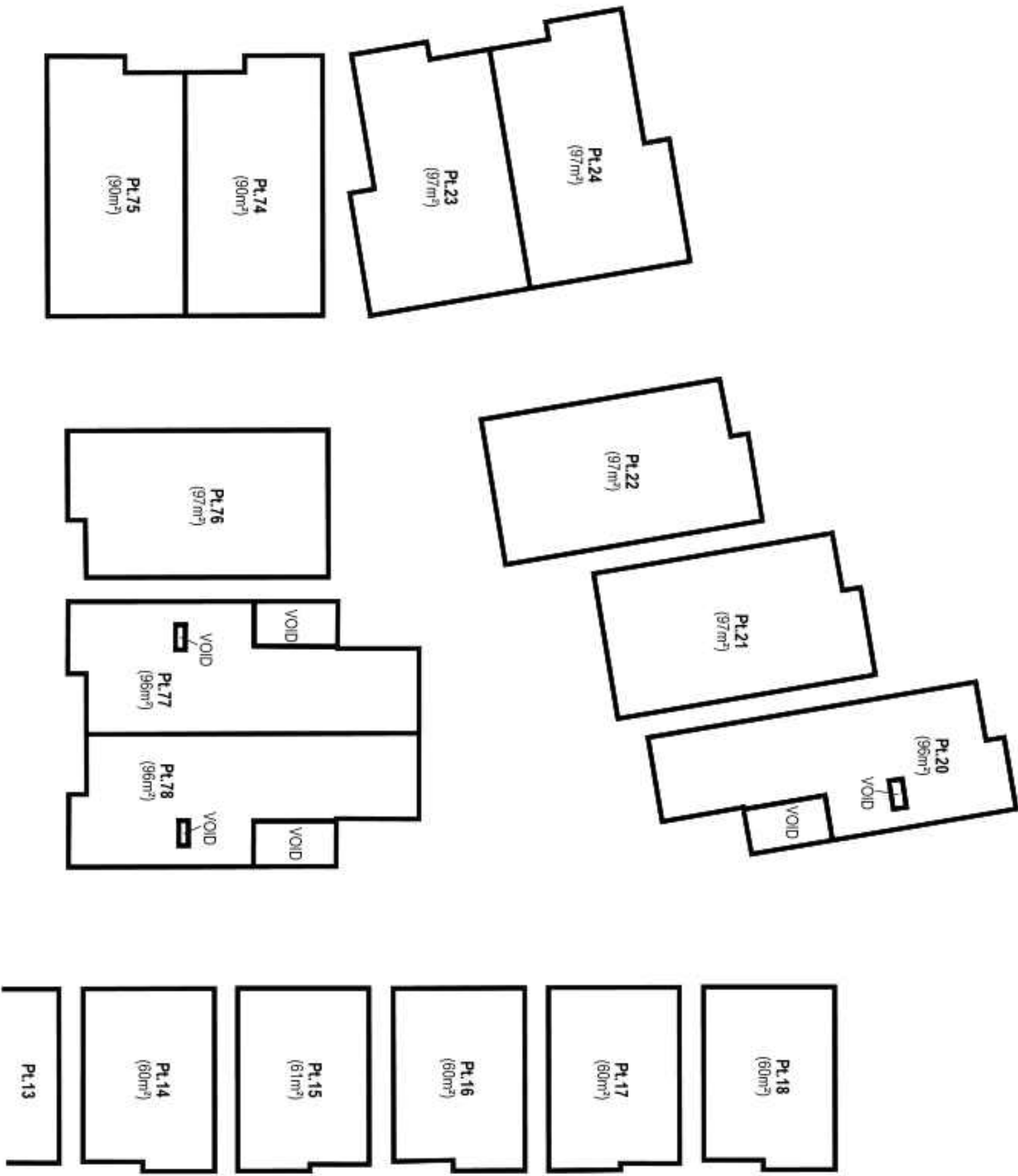
08/10/2025



SP95225



NOTES:-
ANY SERVICE LINE WITHIN ONE LOT
SERVICING ANY OTHER LOT IS
COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR
THE PURPOSES OF STRATA SCHEMES
DEVELOPMENT ACT 2015



CONTINUED SHEET 14

CONTINUED SHEET 12

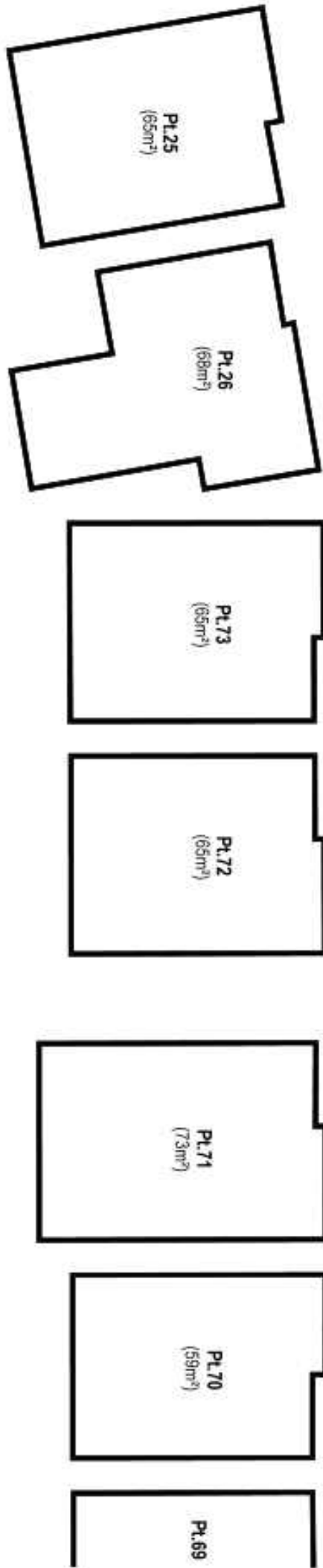
FIRST FLOOR
LOTS 14-18, 20-24 & 74-78

Surveyor: VICTORIA COLOMBAGE Date: 04/07/2025 Surveyor's Ref: 6531-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1229727	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 08/10/2025	SP95225
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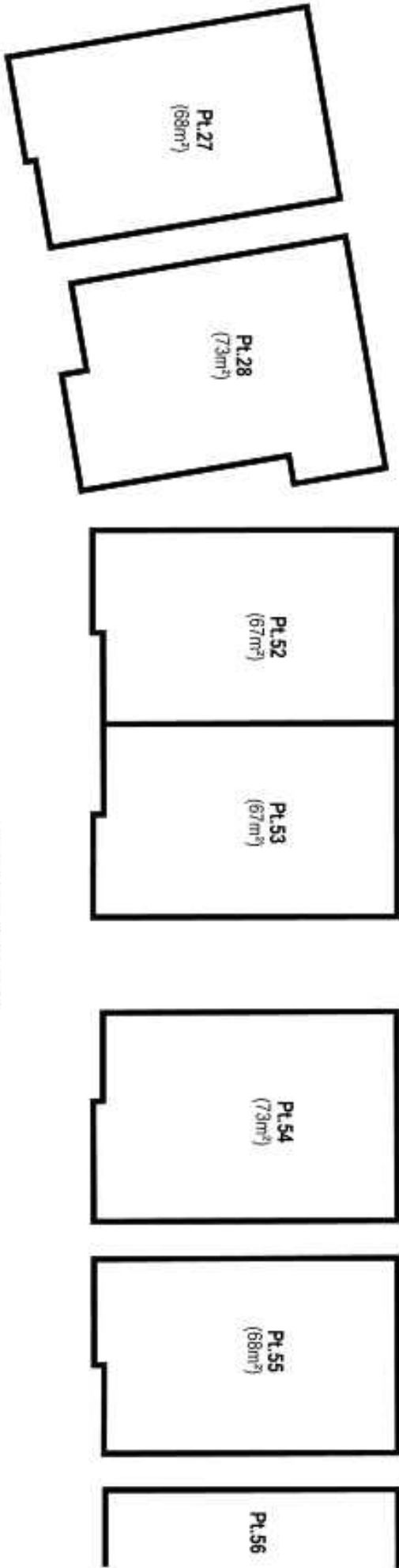


CONTINUED SHEET 13

CONTINUED SHEET 12



CONTINUED SHEET 15



CONTINUED SHEET 16

NOTES:-

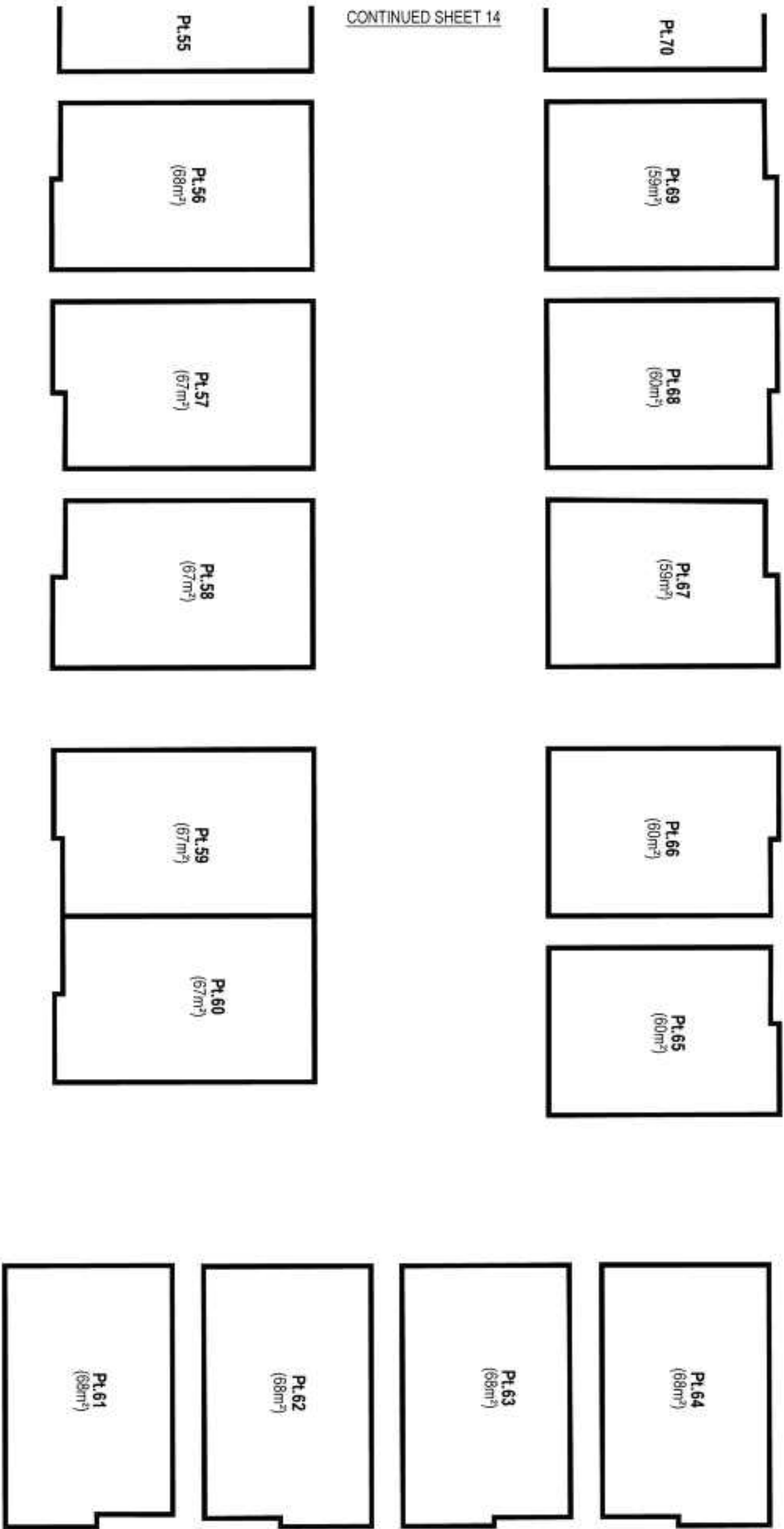
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AREAS ARE APPROXIMATE AND FOR
THE PURPOSES OF STRATA SCHEMES
DEVELOPMENT ACT 2015

FIRST FLOOR
LOTS 25-28, 52-55 & 70-73

Surveyor: VICTORIA COLOMBAGE Date: 04/07/2025 Surveyor's Ref: 6531-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1229727	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 08/10/2025	SP95225
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CONTINUED SHEET 12

CONTINUED SHEET 11



CONTINUED SHEET 14

NOTES:-

ANY SERVICE LINE WITHIN ONE LOT
SERVICING ANY OTHER LOT IS
COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR
THE PURPOSES OF STRATA SCHEMES
DEVELOPMENT ACT 2015

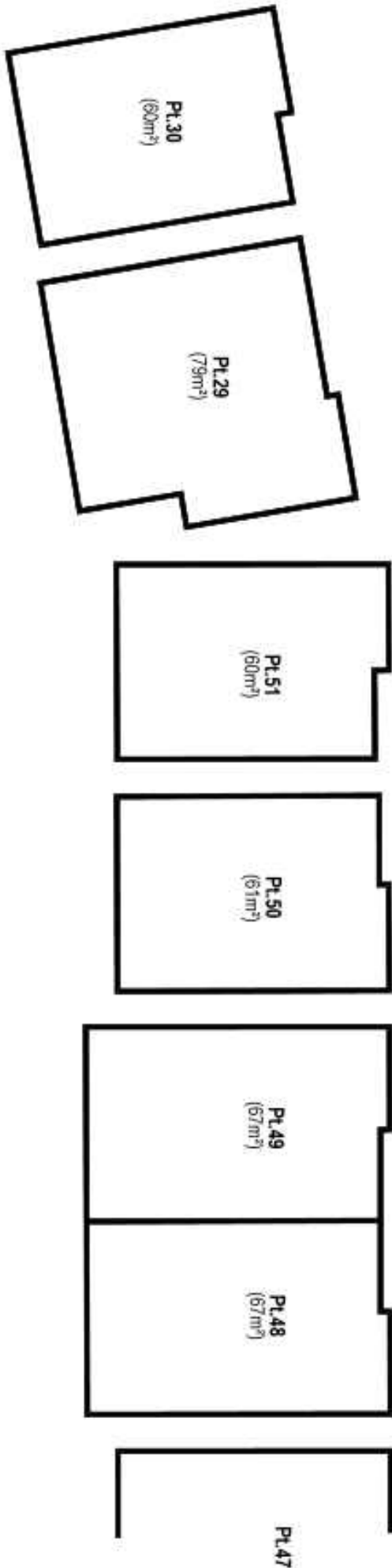
CONTINUED SHEET 17

FIRST FLOOR
LOTS 56-69

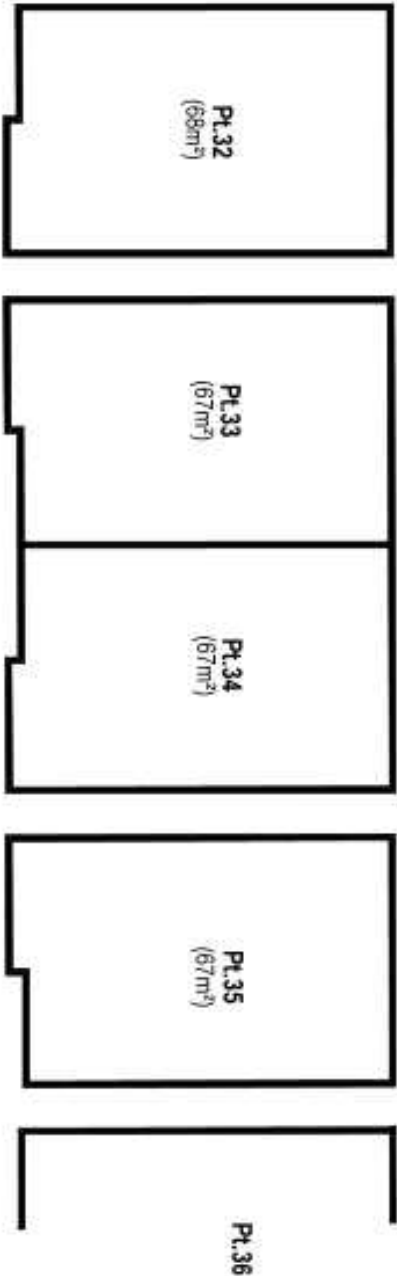
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CONTINUED SHEET 14



CONTINUED SHEET 17



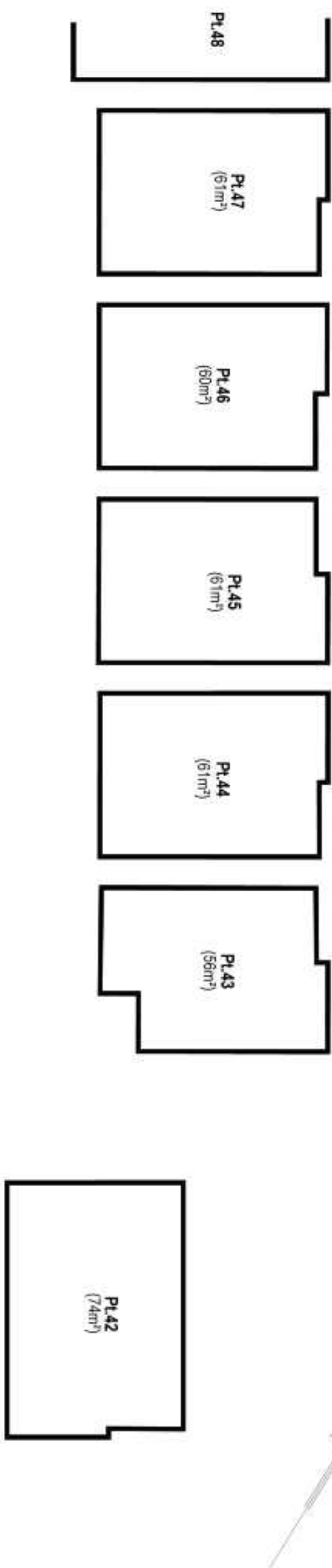
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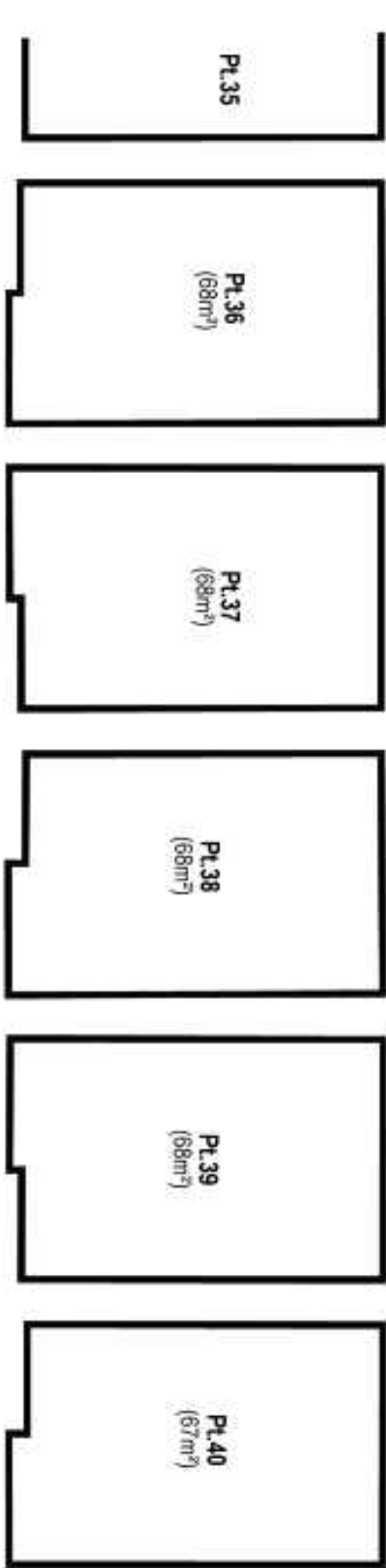
FIRST FLOOR
LOTS 29-30, 32-35 & 48-51

Surveyor: VICTORIA COLOMBAGE Date: 04/07/2025 Surveyor's Ref: 6531-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1229727	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 08/10/2025	SP95225
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CONTINUED SHEET 15



CONTINUED SHEET 16

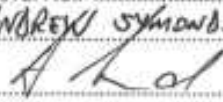


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DEVELOPMENT ACT 2015

FIRST FLOOR
LOTS 36-40 & 42-47

Surveyor: VICTORIA COLOMBAGE Date: 04/07/2025 Surveyor's Ref: 6531-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP1229727	L G A: BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 08/10/2025	SP95225
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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 10 sheets
Office Use Only	Office Use Only	
Registered:  08/10/2025	SP95225	
PLAN OF SUBDIVISION OF: LOT 1 IN DP1229727	LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND	
This is a freehold Strata Scheme		
Address for Service of Documents 18 Wonson Parade RIVERSTONE NSW 2765 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: ~~* Model by-laws for residential strata schemes together with:~~ ~~Keeping of animals: Option *A/*B~~ ~~Smoke penetration: Option *A/*B~~ ~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~ * The strata by-laws lodged with the plan.	
Surveyor's Certificate I, VICTORIA COLOMBAGE of SDG Pty Ltd Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. ~~*The building encroaches on:~~ ~~*(a) a public place~~ ~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~  Signature: Date: 04-07-2025 Surveyor ID: SU008514 Surveyor's Reference: 6531-1-1 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Strata Certificate (Registered Certifier) I Andrew Symonds being a Registered Certifier, registration number BDC 1837, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme.~~ ~~*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~ ~~*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.~~ Certificate Reference: 18560 Relevant Planning Approval No.: CDC 18589 issued by: ANDREW SYMONDS  Signature: Date: 03 OCTOBER 2025 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 10 sheet(s)																																																																																																								
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VALUER'S CERTIFICATE																																																																																																										
I, Paul Michael Woodbury of woodburyAU																																																																																																										
being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:																																																																																																										
Professional Body: Australian Property Institute (API).....																																																																																																										
Class of membership: Fellow (FAPI)																																																																																																										
Membership number: 68091.....																																																																																																										
certify that the unit entitlements shown in the schedule herewith were apportioned on 21 July 2025 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015																																																																																																										
Signature: <u>P M Woodbury</u> Date <u>21 July 2025</u>																																																																																																										
* Full name, valuer company name or company address																																																																																																										
SCHEDULE OF UNIT ENTITLEMENT (UE)																																																																																																										
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"><thead><tr><th style="width:25%;">Lot</th><th style="width:25%;">UE</th><th style="width:25%;">Lot</th><th style="width:25%;">UE</th></tr></thead><tbody><tr><td>1</td><td>931</td><td>26</td><td>950</td></tr><tr><td>2</td><td>931</td><td>27</td><td>983</td></tr><tr><td>3</td><td>931</td><td>28</td><td>987</td></tr><tr><td>4</td><td>931</td><td>29</td><td>950</td></tr><tr><td>5</td><td>931</td><td>30</td><td>912</td></tr><tr><td>6</td><td>931</td><td>31</td><td>1006</td></tr><tr><td>7</td><td>931</td><td>32</td><td>987</td></tr><tr><td>8</td><td>931</td><td>33</td><td>987</td></tr><tr><td>9</td><td>931</td><td>34</td><td>987</td></tr><tr><td>10</td><td>931</td><td>35</td><td>987</td></tr><tr><td>11</td><td>931</td><td>36</td><td>987</td></tr><tr><td>12</td><td>931</td><td>37</td><td>987</td></tr><tr><td>13</td><td>931</td><td>38</td><td>987</td></tr><tr><td>14</td><td>931</td><td>39</td><td>987</td></tr><tr><td>15</td><td>931</td><td>40</td><td>987</td></tr><tr><td>16</td><td>931</td><td>41</td><td>2146</td></tr><tr><td>17</td><td>931</td><td>42</td><td>1006</td></tr><tr><td>18</td><td>933</td><td>43</td><td>912</td></tr><tr><td>19</td><td>3105</td><td>44</td><td>912</td></tr><tr><td>20</td><td>1176</td><td>45</td><td>912</td></tr><tr><td>21</td><td>1130</td><td>46</td><td>912</td></tr><tr><td>22</td><td>1130</td><td>47</td><td>912</td></tr><tr><td>23</td><td>1082</td><td>48</td><td>964</td></tr><tr><td>24</td><td>1082</td><td>49</td><td>964</td></tr><tr><td>25</td><td>940</td><td>50</td><td>912</td></tr></tbody></table>			Lot	UE	Lot	UE	1	931	26	950	2	931	27	983	3	931	28	987	4	931	29	950	5	931	30	912	6	931	31	1006	7	931	32	987	8	931	33	987	9	931	34	987	10	931	35	987	11	931	36	987	12	931	37	987	13	931	38	987	14	931	39	987	15	931	40	987	16	931	41	2146	17	931	42	1006	18	933	43	912	19	3105	44	912	20	1176	45	912	21	1130	46	912	22	1130	47	912	23	1082	48	964	24	1082	49	964	25	940	50	912
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SCHEDULE OF UNIT ENTITLEMENT CONTINUED <table border="1"><thead><tr><th>Lot No.</th><th>Unit Entitlement</th><th>Lot No.</th><th>Unit Entitlement</th></tr></thead><tbody><tr><td>51</td><td>912</td><td>76</td><td>1111</td></tr><tr><td>52</td><td>987</td><td>77</td><td>1206</td></tr><tr><td>53</td><td>987</td><td>78</td><td>1176</td></tr><tr><td>54</td><td>987</td><td>79</td><td>950</td></tr><tr><td>55</td><td>987</td><td>80</td><td>931</td></tr><tr><td>56</td><td>987</td><td>81</td><td>931</td></tr><tr><td>57</td><td>987</td><td>82</td><td>959</td></tr><tr><td>58</td><td>987</td><td>83</td><td>921</td></tr><tr><td>59</td><td>987</td><td>84</td><td>1016</td></tr><tr><td>60</td><td>987</td><td>85</td><td>987</td></tr><tr><td>61</td><td>1016</td><td>86</td><td>987</td></tr><tr><td>62</td><td>1016</td><td>87</td><td>987</td></tr><tr><td>63</td><td>1016</td><td>88</td><td>987</td></tr><tr><td>64</td><td>1016</td><td>89</td><td>902</td></tr><tr><td>65</td><td>912</td><td>90</td><td>902</td></tr><tr><td>66</td><td>912</td><td>91</td><td>950</td></tr><tr><td>67</td><td>940</td><td>92</td><td>902</td></tr><tr><td>68</td><td>912</td><td>93</td><td>968</td></tr><tr><td>69</td><td>950</td><td>94</td><td>1035</td></tr><tr><td>70</td><td>912</td><td>95</td><td>1035</td></tr><tr><td>71</td><td>1025</td><td>96</td><td>1025</td></tr><tr><td>72</td><td>931</td><td>97</td><td>1054</td></tr><tr><td>73</td><td>931</td><td>98</td><td>987</td></tr><tr><td>74</td><td>1006</td><td>99</td><td>1167</td></tr><tr><td>75</td><td>1006</td><td>Aggregate</td><td>100000</td></tr></tbody></table>						Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	51	912	76	1111	52	987	77	1206	53	987	78	1176	54	987	79	950	55	987	80	931	56	987	81	931	57	987	82	959	58	987	83	921	59	987	84	1016	60	987	85	987	61	1016	86	987	62	1016	87	987	63	1016	88	987	64	1016	89	902	65	912	90	902	66	912	91	950	67	940	92	902	68	912	93	968	69	950	94	1035	70	912	95	1035	71	1025	96	1025	72	931	97	1054	73	931	98	987	74	1006	99	1167	75	1006	Aggregate	100000
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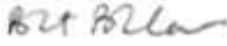
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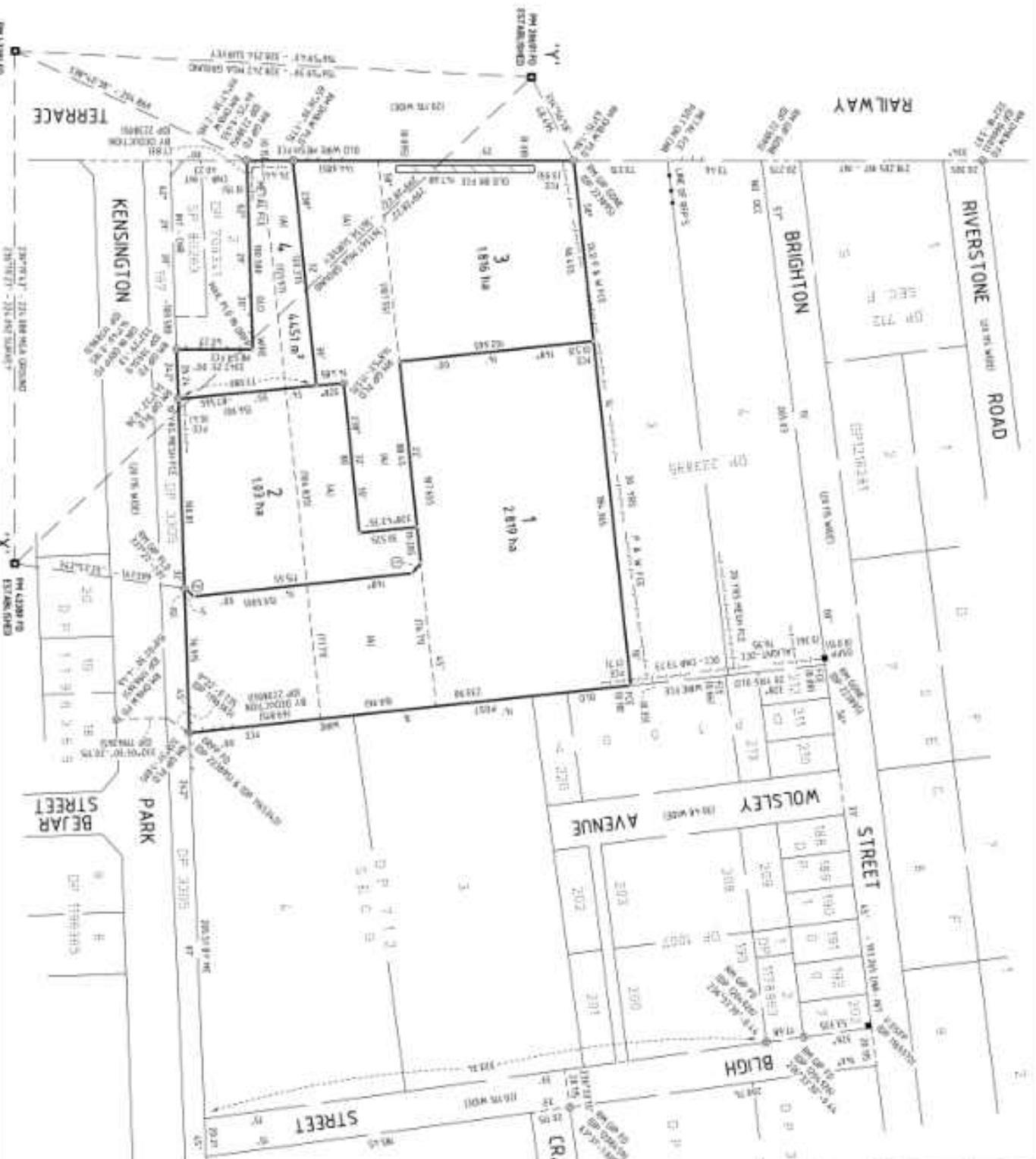
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Office Use Only		Office Use Only
Registered:  08/10/2025	SP95225	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
PURUSANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE: - RESTRICTION ON THE USE OF LAND - POSITIVE COVENANT - POSITIVE COVENANT		
THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT WHICH IS FILED WITH THE STRATA PLAN.		
Surveyor's Reference: 6531-1-1		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 10 sheets
Office Use Only		Office Use Only
Registered:  08/10/2025	SP95225	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
EXECUTED by) UPG 25 Pty Limited) ACN 607 945 924) in accordance with s127 of) the Corporations Act 2001)  Bhart Bhushan Sole Director/Secretary		
Surveyor's Reference: 6531-1-1		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 10 sheets
Office Use Only		Office Use Only
Registered:  08/10/2025	SP95225	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<u>Consent of Mortgagee</u> EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001)))))  (Signature) R.S. ELL (Print Name) Director  (Signature) GREG MILES (Print Name) Director/Secretary		
Surveyor's Reference: 6531-1-1		

EXISTING AND PROPOSED LOT BOUNDARIES AND CLASSES IN THIS AND CLASSES IN IT				
NAME	AREA (SQ. METERS)	CLASS	STATUS	REMARKS
LOT 1	1876.14	RESIDENTIAL	1	
LOT 2	1876.14	RESIDENTIAL	2	
LOT 3	1876.14	RESIDENTIAL	3	
LOT 4	1876.14	RESIDENTIAL	4	
LOT 5	1876.14	RESIDENTIAL	5	
LOT 6	1876.14	RESIDENTIAL	6	
LOT 7	1876.14	RESIDENTIAL	7	
LOT 8	1876.14	RESIDENTIAL	8	
LOT 9	1876.14	RESIDENTIAL	9	
LOT 10	1876.14	RESIDENTIAL	10	
LOT 11	1876.14	RESIDENTIAL	11	
LOT 12	1876.14	RESIDENTIAL	12	
LOT 13	1876.14	RESIDENTIAL	13	
LOT 14	1876.14	RESIDENTIAL	14	
LOT 15	1876.14	RESIDENTIAL	15	
LOT 16	1876.14	RESIDENTIAL	16	
LOT 17	1876.14	RESIDENTIAL	17	
LOT 18	1876.14	RESIDENTIAL	18	
LOT 19	1876.14	RESIDENTIAL	19	
LOT 20	1876.14	RESIDENTIAL	20	
LOT 21	1876.14	RESIDENTIAL	21	
LOT 22	1876.14	RESIDENTIAL	22	
LOT 23	1876.14	RESIDENTIAL	23	
LOT 24	1876.14	RESIDENTIAL	24	
LOT 25	1876.14	RESIDENTIAL	25	
LOT 26	1876.14	RESIDENTIAL	26	
LOT 27	1876.14	RESIDENTIAL	27	
LOT 28	1876.14	RESIDENTIAL	28	
LOT 29	1876.14	RESIDENTIAL	29	
LOT 30	1876.14	RESIDENTIAL	30	
LOT 31	1876.14	RESIDENTIAL	31	
LOT 32	1876.14	RESIDENTIAL	32	
LOT 33	1876.14	RESIDENTIAL	33	
LOT 34	1876.14	RESIDENTIAL	34	
LOT 35	1876.14	RESIDENTIAL	35	
LOT 36	1876.14	RESIDENTIAL	36	
LOT 37	1876.14	RESIDENTIAL	37	
LOT 38	1876.14	RESIDENTIAL	38	
LOT 39	1876.14	RESIDENTIAL	39	
LOT 40	1876.14	RESIDENTIAL	40	
LOT 41	1876.14	RESIDENTIAL	41	
LOT 42	1876.14	RESIDENTIAL	42	
LOT 43	1876.14	RESIDENTIAL	43	
LOT 44	1876.14	RESIDENTIAL	44	
LOT 45	1876.14	RESIDENTIAL	45	
LOT 46	1876.14	RESIDENTIAL	46	
LOT 47	1876.14	RESIDENTIAL	47	
LOT 48	1876.14	RESIDENTIAL	48	
LOT 49	1876.14	RESIDENTIAL	49	
LOT 50	1876.14	RESIDENTIAL	50	
LOT 51	1876.14	RESIDENTIAL	51	
LOT 52	1876.14	RESIDENTIAL	52	
LOT 53	1876.14	RESIDENTIAL	53	
LOT 54	1876.14	RESIDENTIAL	54	
LOT 55	1876.14	RESIDENTIAL	55	
LOT 56	1876.14	RESIDENTIAL	56	
LOT 57	1876.14	RESIDENTIAL	57	
LOT 58	1876.14	RESIDENTIAL	58	
LOT 59	1876.14	RESIDENTIAL	59	
LOT 60	1876.14	RESIDENTIAL	60	
LOT 61	1876.14	RESIDENTIAL	61	
LOT 62	1876.14	RESIDENTIAL	62	
LOT 63	1876.14	RESIDENTIAL	63	
LOT 64	1876.14	RESIDENTIAL	64	
LOT 65	1876.14	RESIDENTIAL	65	
LOT 66	1876.14	RESIDENTIAL	66	
LOT 67	1876.14	RESIDENTIAL	67	
LOT 68	1876.14	RESIDENTIAL	68	
LOT 69	1876.14	RESIDENTIAL	69	
LOT 70	1876.14	RESIDENTIAL	70	
LOT 71	1876.14	RESIDENTIAL	71	
LOT 72	1876.14	RESIDENTIAL	72	
LOT 73	1876.14	RESIDENTIAL	73	
LOT 74	1876.14	RESIDENTIAL	74	
LOT 75	1876.14	RESIDENTIAL	75	
LOT 76	1876.14	RESIDENTIAL	76	
LOT 77	1876.14	RESIDENTIAL	77	
LOT 78	1876.14	RESIDENTIAL	78	
LOT 79	1876.14	RESIDENTIAL	79	
LOT 80	1876.14	RESIDENTIAL	80	
LOT 81	1876.14	RESIDENTIAL	81	
LOT 82	1876.14	RESIDENTIAL	82	
LOT 83	1876.14	RESIDENTIAL	83	
LOT 84	1876.14	RESIDENTIAL	84	
LOT 85	1876.14	RESIDENTIAL	85	
LOT 86	1876.14	RESIDENTIAL	86	
LOT 87	1876.14	RESIDENTIAL	87	
LOT 88	1876.14	RESIDENTIAL	88	
LOT 89	1876.14	RESIDENTIAL	89	
LOT 90	1876.14	RESIDENTIAL	90	
LOT 91	1876.14	RESIDENTIAL	91	
LOT 92	1876.14	RESIDENTIAL	92	
LOT 93	1876.14	RESIDENTIAL	93	
LOT 94	1876.14	RESIDENTIAL	94	
LOT 95	1876.14	RESIDENTIAL	95	
LOT 96	1876.14	RESIDENTIAL	96	
LOT 97	1876.14	RESIDENTIAL	97	
LOT 98	1876.14	RESIDENTIAL	98	
LOT 99	1876.14	RESIDENTIAL	99	
LOT 100	1876.14	RESIDENTIAL	100	

TABLE OF SHORT LINES		
NO.	DESCRIPTION	DISTANCE
1	1876.14	1.00
2	1876.14	1.00



Surveyor: **STONED STRAIGHT**
 NORTH WESTERN SURVEYS PTY LTD
 Date of Survey: 27/06/2016
 Surveyor's Ref: 1239_A

PLAN OF SUBDIVISION OF LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

L.O.A. **STONED STRAIGHT**
 Surveyor's Ref: **SC-19-00004**

Registered **26.5.2016**

DP1207669

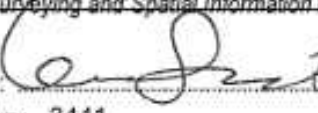
PLAN FORM 6 (2013)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only Registered:  26.5.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1207669																				
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP 223895	LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND																				
~~Crown Lands NSW/Western Lands Office Approval~~ I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: File Number: Office:	Survey Certificate I, <u>GEORGE STOJANOVSKI</u> of <u>NORTH WESTERN SURVEYS PTY. LIMITED</u> a surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on: <u>21/08/2015</u> ~~*(b) The part of the land shown in the plan ("being" excluding^~~) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on.....the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown on this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.																				
Subdivision Certificate I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>N/A</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of Endorsement: <u>13 APRIL 2016</u> Subdivision Certificate number: <u>SC-16-00084</u> File number: <u>DA-14-02145</u> * Strike through inapplicable.	Signature:  Dated: <u>11/02/2016</u> Surveyor ID: <u>3441</u> Datum Line: <u>X - Y</u> Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep Mountainous. * Strike through 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, public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey/compilation <table border="0"> <tr> <td>DP 1196365</td> <td>DP 1165342</td> </tr> <tr> <td>DP 3305</td> <td></td> </tr> <tr> <td>DP 709341</td> <td></td> </tr> <tr> <td>DP 223895</td> <td></td> </tr> <tr> <td>DP 866603</td> <td></td> </tr> <tr> <td>DP 712</td> <td></td> </tr> <tr> <td>DP 1169372</td> <td></td> </tr> <tr> <td>DP 1178963</td> <td></td> </tr> <tr> <td>DP 1204926</td> <td></td> </tr> <tr> <td>DP 1208459</td> <td></td> </tr> </table> if space is insufficient continue on PLAN FORM 6A	DP 1196365	DP 1165342	DP 3305		DP 709341		DP 223895		DP 866603		DP 712		DP 1169372		DP 1178963		DP 1204926		DP 1208459	
DP 1196365	DP 1165342																				
DP 3305																					
DP 709341																					
DP 223895																					
DP 866603																					
DP 712																					
DP 1169372																					
DP 1178963																					
DP 1204926																					
DP 1208459																					
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: <u>15310_A</u>																				

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered :  26.5.2016

DP1207669

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN DP 223895

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 No : 16-00084

Date of Endorsement : 13/4/16

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919, AS AMENDED,

IT IS INTENDED TO CREATE :

1. RESTRICTION ON THE USE OF LAND (DEVELOPMENT)
2. RESTRICTION ON THE USE OF LAND (ROAD CONSTRUCTION)

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15310_A

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered :  26.5.2016

DP1207669

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN DP 223895

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

- A schedule of lots and addresses - See 60(c) SSF 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 No : 16-00084

Date of Endorsement : 13/4/16

SIGNATURES AND SEALS

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW
BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR
BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: RAILWAY TERRACE PTY LIMITED ABN: 90 168 100 258
AUTHORITY : SECTION 127 CORPORATIONS ACT 2001


SIGNATURE OF AUTHORISED PERSON:

SIGNATURE OF AUTHORISED PERSON:

WILLIAM PATRICK SHERIDAN
NAME OF AUTHORISED PERSON:
OFFICE HELD:

NAME OF AUTHORISED PERSON:
OFFICE HELD:

SOLE DIRECTOR AND
SECRETARY

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 15310_A



PLAN FORM 6 (2013)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  16.08.2016

Title System: TORRENS

Purpose: SUBDIVISION

DP1207670

PLAN OF SUBDIVISION OF LOT 3
IN DP 223895

LGA: BLACKTOWN

Locality: RIVERSTONE

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I, Judith Portelli
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and
Assessment Act 1979* have been satisfied in relation to the
proposed subdivision, new road or reserve set out herein.Signature:  Accreditation number: N/A Consent Authority: BLACKTOWN CITY COUNCIL Date of Endorsement: 20 JULY 2016 Subdivision Certificate number: 16-00055 File number: DA-14-02146

* Strike through inapplicable.

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

Survey Certificate

I, GEORGE STOJANOVSKI
of NORTH WESTERN SURVEYS PTY. LIMITED
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: 21/08/2015*(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 on this plan was compiled in accordance with
the *Surveying and Spatial Information Regulation 2012*Signature:  Dated: 11/02/2016Surveyor ID: 3441 Datum Line: X - Y

Type: *Urban/*Rural

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

* Strike through inapplicable.

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

Plans used in the preparation of survey/compilation

DP 1196365

DP 1165342

DP 3305

DP 709341

DP 223895

DP 866603

DP 712

DP 1169372

DP 1178963

DP 1204926

DP 1208459

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 15310_LOT 3

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered :  16.08.2016PLAN OF SUBDIVISION OF LOT 3
IN DP 223895

DP1207670

Subdivision Certificate No : 16-00055
Date of Endorsement : 20/7/16

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

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

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919, AS AMENDED,

IT IS INTENDED TO CREATE :

1. RESTRICTION ON THE USE OF LAND (DEVELOPMENT)
2. RIGHT OF CARRIAGEWAY 5 WIDE (A)

STREET ADDRESSES OF ALL LOTS
ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15310_LOT 3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered :  16.08.2016

DP1207670

PLAN OF SUBDIVISION OF LOT 3
IN DP 223895

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.

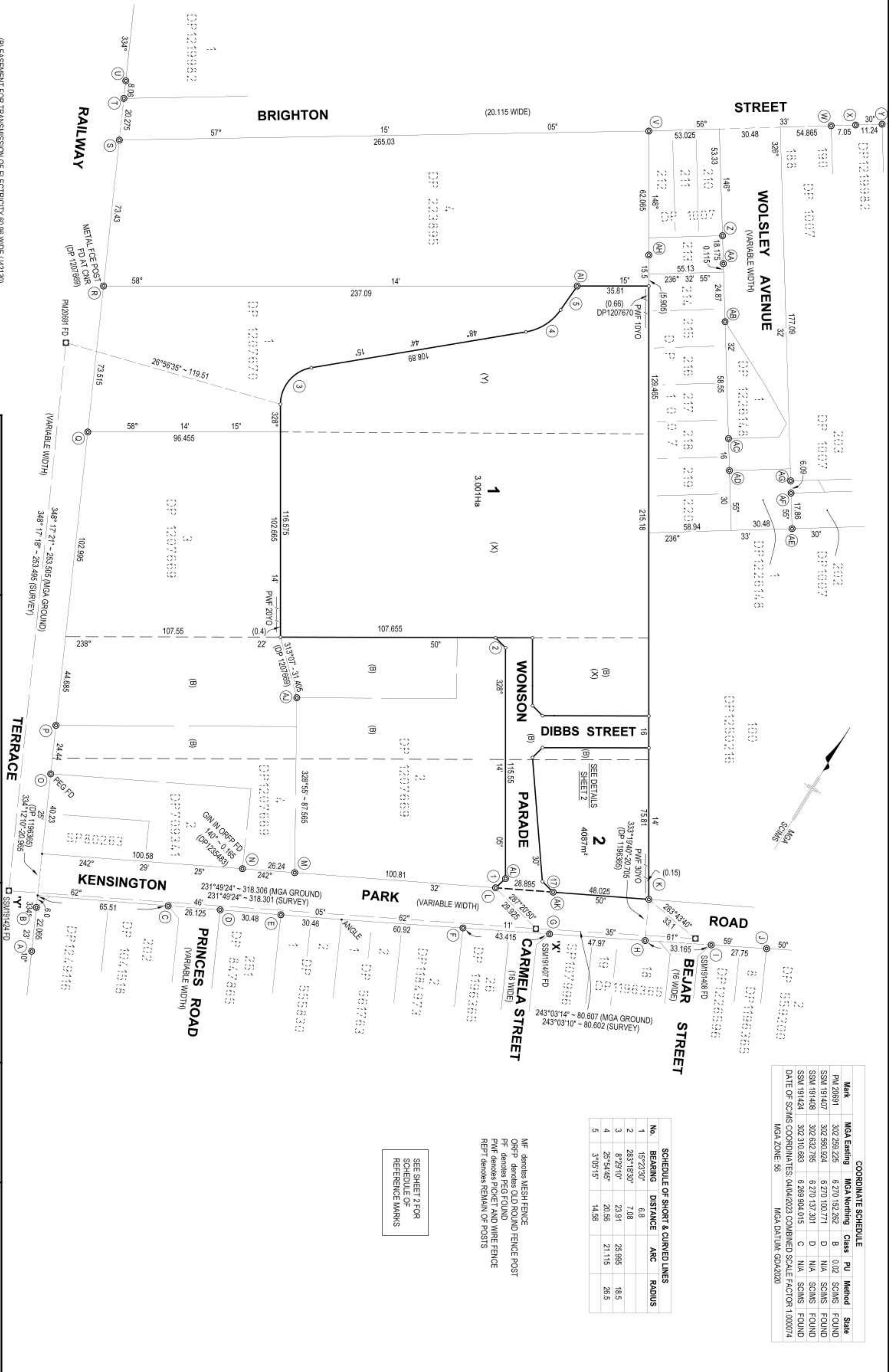
Subdivision Certificate No : 16-00055

Date of Endorsement : 20/7/16

MORTGAGEE (AF826242)
SAM PAPALLO
ANTHONY PAPALLO

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15310_LOT 3



COORDINATE SCHEDULE					
Mark	MGA Easting	MGA Northing	Class	PU	Method
PM 20691	302 259 225	6 270 152 262	B	0.02	SCMS FOUND
SSM 191407	302 560 924	6 270 100 771	D	N/A	SCMS FOUND
SSM 191408	302 632 785	6 270 137 301	D	N/A	SCMS FOUND
SSM 191424	302 310 683	6 269 904 015	C	N/A	SCMS FOUND
DATE OF SCMS COORDINATES: 04/04/2023 COMBINED SCALE FACTOR 1.000074					
MGA ZONE: 56 MGA DATUM: GDA2020					

SCHEDULE OF SHORT & CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	15°23'30"	6.8		
2	283°18'30"	7.08		
3	8°29'10"	23.91	25.995	18.5
4	25°54'45"	20.56	21.115	26.5
5	3°05'15"	14.58		

MF denotes MESH FENCE
ORPF denotes OLD ROUND FENCE POST
PF denotes PEG FOUND
PWF denotes PICKET AND WIRE FENCE
REPT denotes REMAIN OF POSTS

SEE SHEET 2 FOR
SCHEDULE OF
REFERENCE MARKS

Reg:R978834 /Doc:DP 1307207 P /Rev:18-Jun-2025 /WDR LRS /Prt:15-Oct-2026 14:46 /Seq:1 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:2026444

(B) EASEMENT FOR TRANSMISSION OF ELECTRICITY 60.96 WIDE (J42130)

(X) RESTRICTION(S) ON THE USE OF LAND (DP1207669) (NO. 1) & (NO. 2)

(Y) RESTRICTION(S) ON THE USE OF LAND (DP1207670)

Surveyor:
VICTORIA COLOMBAGE
Date: 01/09/2023
Surveyor's Ref: 6331-2

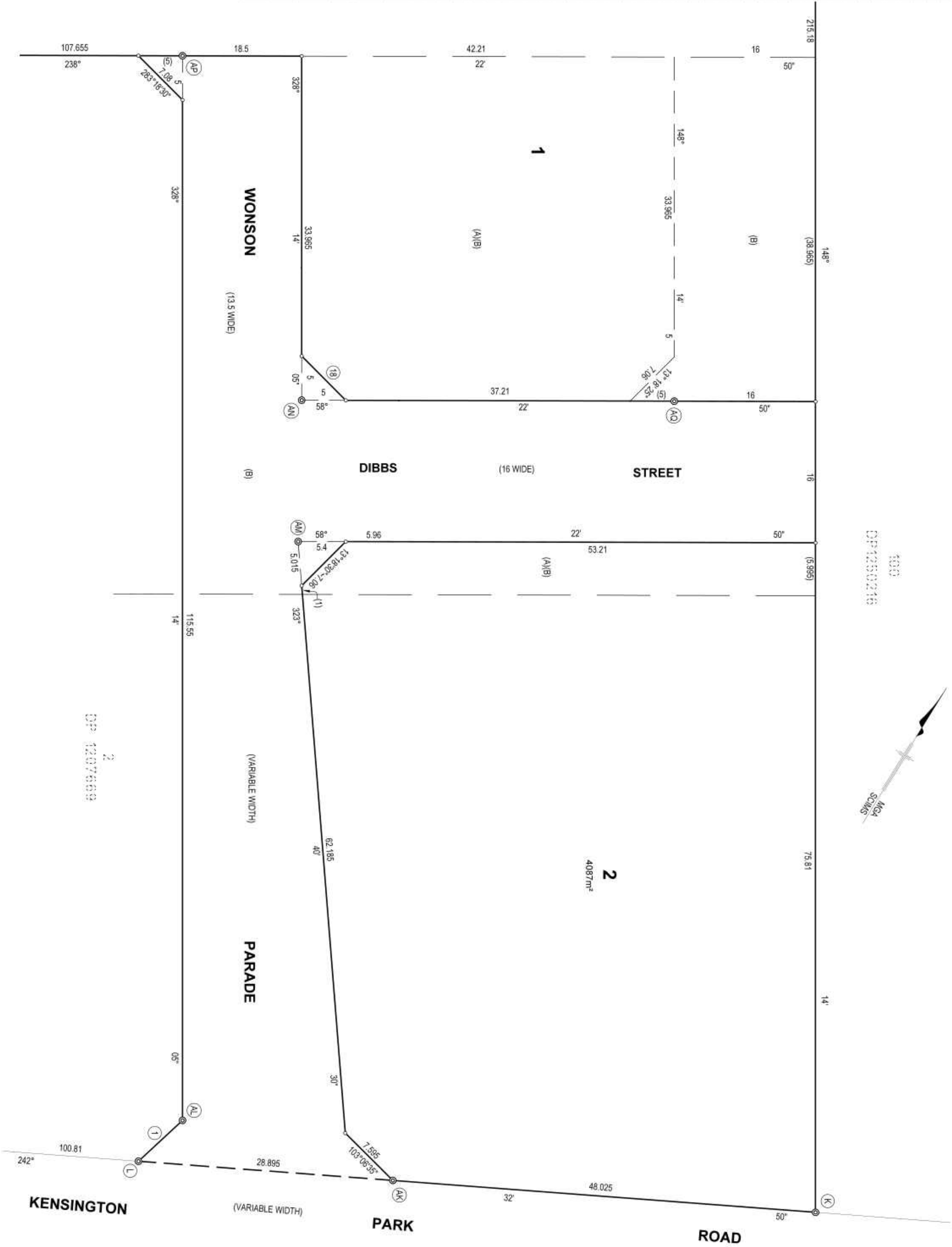
PLAN OF SUBDIVISION OF LOT 1 IN DP1235483

L.G.A.: BLACKTOWN
Locality: RIVERSTONE
Reduction Ratio 1:1200
Lengths are in metres.

REGISTERED
18/06/2025

DP1307207

SCHEDULE OF REFERENCE MARKS				
No	BEARING	DIST	MARK	STATE ORIGIN
A	62°37'00"	3.325	DHW	FOUND DP1167285
B	136°57'00"	5.95	DHW	FOUND DP1041518
C	151°27'10"	5.095	DHW	FOUND DP1167285
D	63°03'10"	5.34	NAIL & W	FOUND DP1196365
E	152°17'10"	4.62	DHW	FOUND DP1196365
F	160°05'10"	4.62	DHW	FOUND DP1196365
G	61°54'40"	7.44	SSM191407	FOUND DP1196365
H	150°02'30"	4.46	DHW	FOUND DP1196365
I	52°30'00"	8.095	SSM191408	FOUND DP1196365
J	127°26'00"	4.82	DHW	FOUND DP1196365
K	309°02'00"	17.625	DHW	FOUND DP1235483
L	337°22'00"	1.01	GIP	FOUND DP1207669
M	343°22'00"	0.28	GIP	FOUND DP1207669
N	332°29'00"	1	GIP	FOUND DP709341
O	64°25'00"	0.455	GIP	FOUND DP223895
P	111°47'20"	2.195	DHW	FOUND DP1207669
Q	63°15'00"	1.715	DHW	FOUND DP1207669
R	28°30'00"	1.275	DHW	FOUND DP1219982
S	25°42'00"	2.585	DHW	FOUND DP1235483
T	348°44'00"	6.875	DHW	FOUND DP1219982
U	91°02'00"	1.425	DHW	FOUND DP1219982
V	18°54'00"	1.715	GIP	FOUND DP1219982
W	229°54'30"	7.08	GIP	FOUND DP1219982
X	145°18'00"	0.82	GIP	FOUND DP1219982
Y	138°24'30"	0.765	GIP	FOUND DP1219982
Z	25°38'30"	0.88	GIP	FOUND DP1219982
AA	111°42'30"	1.135	GIP	FOUND DP1219982
AB	33°44'30"	24.285	DHW	FOUND DP1226148
AC	192°33'20"	0.61	GIP	FOUND DP1226148
AD	215°10'30"	0.63	GIP	FOUND DP1226148
AE	228°39'30"	20.995	DHW	FOUND DP1219982
AF	197°18'00"	11.595	DHW	FOUND DP1219982
AG	228°39'30"	9.065	DHW	FOUND DP1219982
AH	213°38'30"	1.18	GIP	FOUND DP1219982
AI	107°52'30"	9.605	CNR WALL	FOUND DP1219982
AJ	148°53'00"	11.515	GIP	FOUND DP1207669
AK	336°31'05"	5.36	DHW's	PLACED
AL	78°45'15"	3.73	DHW's	PLACED
AM	49°22'40"	12.295	DHW's	PLACED
AN	95°45'50"	3.85	DHW's	PLACED
AP	333°21'15"	3.495	DHW's	PLACED
AQ	289°05'40"	13.95	DHW's	PLACED



(A) POSITIVE COVENANT No. 6
(B) EASEMENT FOR TRANSMISSION OF ELECTRICITY 60.96 WIDE (142130)

Surveyor:
VICTORIA COLOMBAGE
Date: 01/09/2023
Surveyor's Ref: 6531-2

PLAN OF SUBDIVISION OF LOT 1 IN DP1235483

L G A: BLACKTOWN
Locality: RIVERSTONE
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
18/06/2025

DP1307207

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  18/06/2025

Title System: TORRENS

DP1307207

PLAN OF
SUBDIVISION OF LOT 1 IN DP1235483

LGA: BLACKTOWN

Locality: RIVERSTONE

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, VICTORIA COLOMBAGE
of SDG PTY LTD
P.O. Box 2572, NORTH PARRAMATTA 1750

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 1st September 2023, or

*(b) The part of the land shown in the plan ("being"/excluding **)
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: 'X'-'Y'

Type: *Urban/*Rural

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

Signature:  Dated: 28/09/2023

Surveyor Identification No: SU008514
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

Alan Middlemiss, Coordinator Planning & Assessment

I, *Authorised Person/* General Manager/*Registered Controller, certify that
the provisions of s.6.15 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:

Registration number: N/A

Consent Authority: Blacktown City Council

Date of endorsement: 16 June 2025

Subdivision Certificate number: SC-25-00022

File number: JRPP-15-02575

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP223895

DP1235483

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

IT IS INTENDED TO DEDICATE WONSON PARADE & DIBBS
STREET TO THE PUBLIC AS PUBLIC ROAD

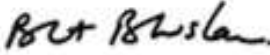


Electronic signature of me,
Alan Middlemiss, affixed
by me on 18/06/2025 8:05:16 AM

Surveyor's Reference: 6531-2

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

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)	
Registered:  18/06/2025		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 1 IN DP1235483		DP1307207			
Subdivision Certificate number: SC-25-00022		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Date of Endorsement: 16 June 2025					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE: 1. RESTRICTION ON THE USE OF LAND 2. RESTRICTION ON THE USE OF LAND 3. POSITIVE COVENANT 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. POSITIVE COVENANT 7. RESTRICTION ON THE USE OF LAND					
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	
1	N/A	KENSINGTON PARK	ROAD	RIVERSTONE	
2	13	KENSINGTON PARK	ROAD	RIVERSTONE	
 Electronic signature of me, Alan Middlemiss, affixed by me on 16/06/2025 8:05:18 AM If space is insufficient use additional annexure sheet					
Surveyor's Reference: 6531-2					

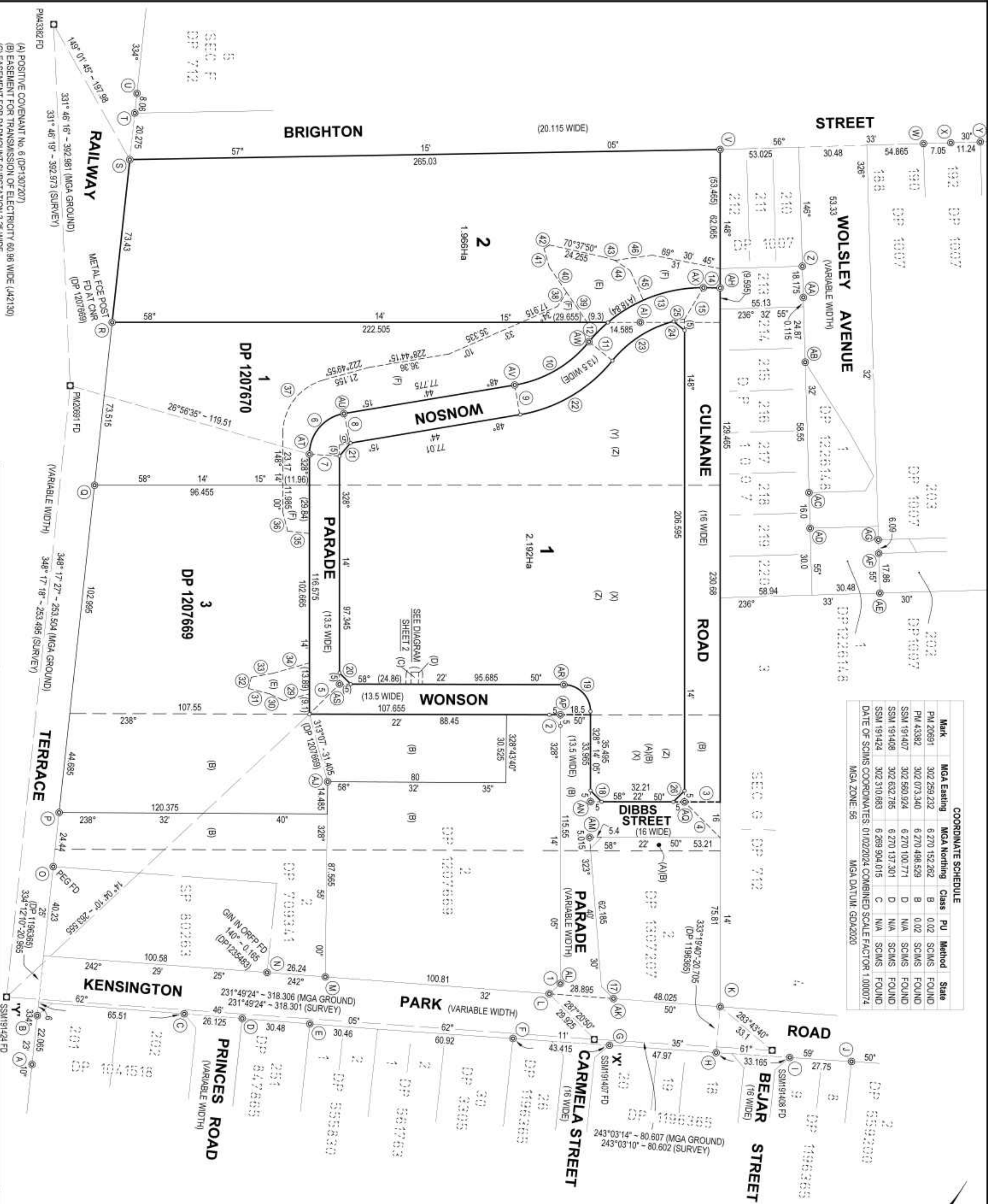
PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)	
Registered:  18/06/2025		Office Use Only		Office Use Only	
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Subdivision Certificate number: SC-25-00022		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Date of Endorsement: 16 June 2025					
EXECUTED by UPG 25 Pty Limited ACN 607 945 924 in accordance with s127 of the Corporations Act 2001		 Bhart Bhushan Sole Director/Secretary			
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 6531-2					

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)									
Registered:  18/06/2025	Office Use Only	Office Use Only									
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Subdivision Certificate number: SC-25-00022 Date of Endorsement: 16 June 2025											
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.									
<u>Consent of Mortgagee</u> <table><tbody><tr><td rowspan="4">EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001</td><td></td><td></td></tr><tr><td>(Signature)</td><td>(Signature)</td></tr><tr><td>ROBERT ELL</td><td>G.P.F. MILES</td></tr><tr><td>(Print Name) Director</td><td>(Print Name) Director/Secretary</td></tr></tbody></table>			EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001			(Signature)	(Signature)	ROBERT ELL	G.P.F. MILES	(Print Name) Director	(Print Name) Director/Secretary
EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001											
	(Signature)	(Signature)									
	ROBERT ELL	G.P.F. MILES									
	(Print Name) Director	(Print Name) Director/Secretary									
If space is insufficient use additional annexure sheet											
Surveyor's Reference: 6531-2											

COORDINATE SCHEDULE					
Mark	MGA Easting	MGA Northing	Class	PU	Method
PM 20691	302 259 232	6 270 152 262	B	0.02	SCIMS FOUND
PM 43382	302 073 340	6 270 498 529	B	0.02	SCIMS FOUND
SSM 191407	302 560 924	6 270 100 771	D	N/A	SCIMS FOUND
SSM 191408	302 632 795	6 270 137 301	D	N/A	SCIMS FOUND
SSM 191424	302 310 883	6 269 904 015	C	N/A	SCIMS FOUND
DATE OF SCIMS COORDINATES 01/02/2024 COMBINED SCALE FACTOR 1.000074					
MGA ZONE 56 MGA DATUM GDA2020					

SCHEDULE OF CURVED LINES			
No.	BEARING	DISTANCE	RADIUS
6	8°29'10"	23.91	25.995
10	28°00'25"	38.575	39.43
12	12°35'15"	12.125	12.145
13	36°16'45"	45.625	46.6
19	283°18'30"	16.95	18.82
22	28°00'25"	48.135	49.2
23	25°34'35"	33.215	52
25	46°37'50"	5	5
37	5°31'55"	30.3	32.55

SCHEDULE OF SHORT LINES			SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	15°23'30"	6.8	29	43°07'50"	11.805
2	283°18'30"	7.08	30	83°38'00"	7.2
3	58°22'50"	16	31	72°19'35"	9.695
4	103°18'25"	22.655	32	341°49'45"	5.225
5	13°18'05"	19.07	33	48°01'15"	10.115
7	61°28'45"	13.52	34	42°09'15"	16.775
8	135°29'40"	13.52	35	64°42'30"	9.95
9	138°44'15"	13.5	36	134°05'35"	8.845
11	97°16'35"	13.5	38	0°40'15"	8.1
14	238°47'20"	7.515	39	113°52'30"	16.365
15	179°14'50"	16.47	40	113°52'30"	13.83
16	148°22'50"	16	41	132°21'25"	8.525
17	103°06'35"	7.595	42	206°12'25"	2.94
18	103°16'30"	7.08	43	74°17'10"	5.92
20	103°16'25"	7.08	44	92°07'25"	8.23
21	188°29'05"	7.63	45	124°22'40"	14.515
24	277°26'45"	6.32	46	50°21'15"	16.95
26	13°18'25"	7.06			



SEE SHEET 2 FOR
SCHEDULE OF
REFERENCE MARKS

MF denotes MESH FENCE
ORFP denotes OLD ROUND FENCE POST
PWF denotes PEG FOUND
REPT denotes REMAIN OF POSTS

Reg:R978836 /Doc:DP 1229727 P /Rev:07-Oct-2025 /Nsw:LRS /Prt:15-Oct-2025 14:46 /Seq:1 of 7
© Office of the Registrar-General /Src:InfoTrack /Ref:2026444

Surveyor:
VICTORIA COLOMBAGE
Date: 01/06/2024
Surveyor's Ref: 6531-3

PLAN OF SUBDIVISION OF LOT 1 IN DP1207207 & LOT 4 IN
DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669
& LOT 1 IN DP1207670

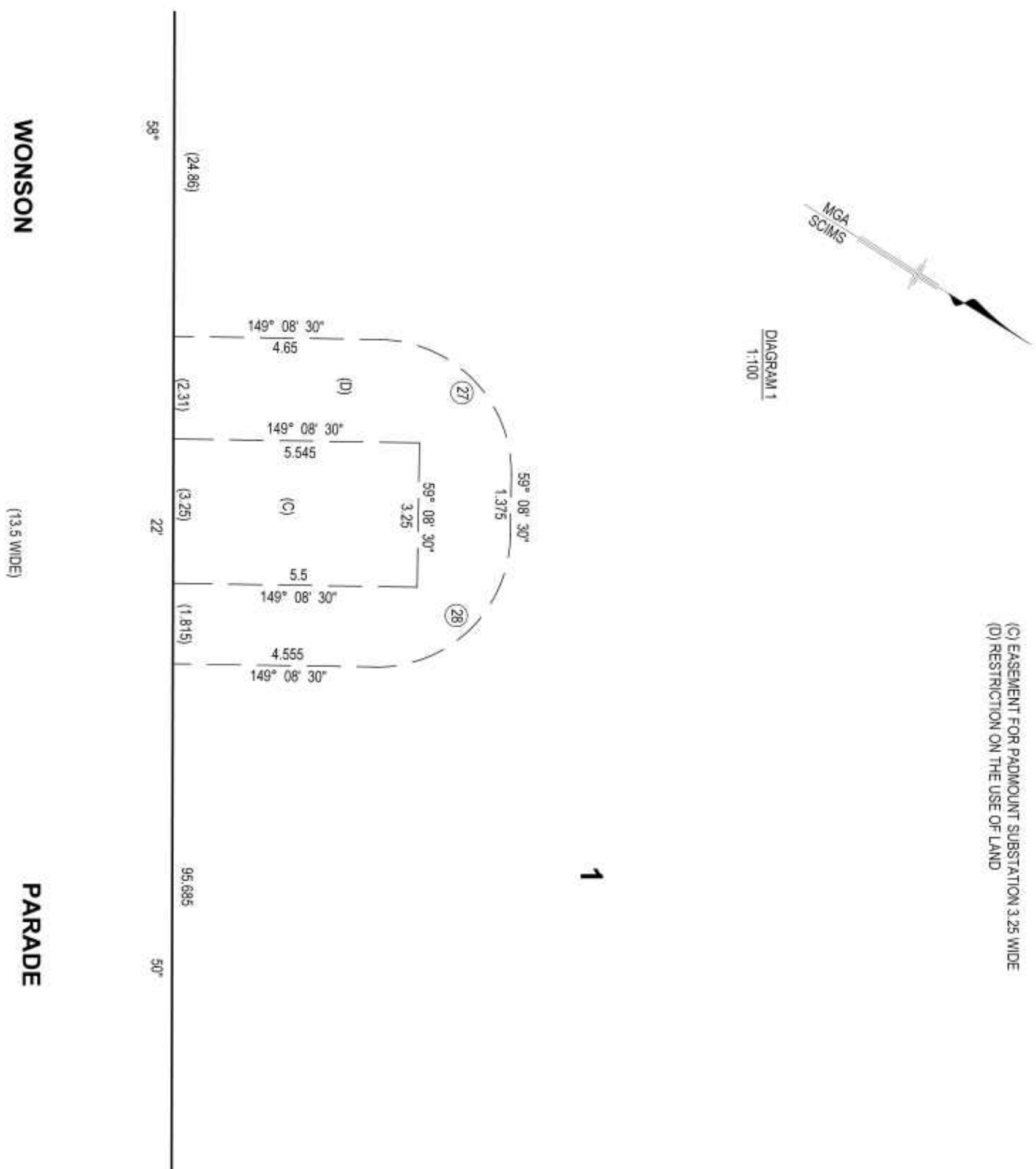
REGISTERED
07/10/2025

DP1229727

Lengths are in metres.

Locality: RIVERSSTONE
Reduction Ratio 1:1200

LGA: BLACKTOWN



SCHEDULE OF REFERENCE MARKS					SCHEDULE OF REFERENCE MARKS				
No	BEARING	DIST	MARK	STATE	ORIGIN	No	BEARING	DIST	MARK
A	62°37'00"	3.325	DHW	FOUND	DP-167/285	A	62°37'00"	3.325	DHW
B	136°57'00"	5.95	DHW	FOUND	DP-104/1518	B	136°57'00"	5.95	DHW
C	151°22'14"	5.095	DHW	FOUND	DP-1167/285	C	151°22'14"	5.095	DHW
D	63°03'10"	5.34	NAL & W	FOUND	DP-1166/365	D	63°03'10"	5.34	NAL & W
E	152°17'10"	4.82	DHW	FOUND	DP-1847/655	E	152°17'10"	4.82	DHW
F	160°05'10"	4.82	DHW	FOUND	DP-1166/365	F	160°05'10"	4.82	DHW
G	61°54'40"	7.44	SSM/91/407	FOUND	DP-1166/365	G	61°54'40"	7.44	SSM/91/407
H	150°02'30"	4.46	DHW	FOUND	DP-1166/365	H	150°02'30"	4.46	DHW
I	52°30'00"	8.095	SSM/91/408	FOUND	DP-1166/365	I	52°30'00"	8.095	SSM/91/408
J	127°28'00"	4.82	DHW	FOUND	DP-1166/365	J	127°28'00"	4.82	DHW
K	328°31'00"	1.005	GP	FOUND	DP-1207/669	K	328°31'00"	1.005	GP
L	337°22'00"	1.01	GP	FOUND	DP-1207/669	L	337°22'00"	1.01	GP
M	343°22'00"	0.28	GP	FOUND	DP-1207/669	M	343°22'00"	0.28	GP
N	332°29'00"	1	GP	FOUND	DP-703/41	N	332°29'00"	1	GP
O	64°25'00"	0.455	GP	FOUND	DP-1207/669	O	64°25'00"	0.455	GP
P	111°41'20"	2.195	DHW	FOUND	DP-1207/669	P	111°41'20"	2.195	DHW
Q	63°16'00"	1.84	DHW	FOUND	DP-1207/669	Q	63°16'00"	1.84	DHW
R	28°30'00"	1.275	DHW	FOUND	DP-1216/682	R	28°30'00"	1.275	DHW
S	25°42'00"	2.585	DHW	FOUND	DP-1254/682	S	25°42'00"	2.585	DHW
T	348°44'00"	6.875	DHW	FOUND	DP-1219/682	T	348°44'00"	6.875	DHW
U	91°02'00"	1.425	DHW	FOUND	DP-1219/682	U	91°02'00"	1.425	DHW
V	18°54'00"	1.715	GP	FOUND	DP-1219/682	V	18°54'00"	1.715	GP
W	229°54'30"	7.08	GP	FOUND	DP-1219/682	W	229°54'30"	7.08	GP
X	145°18'00"	0.82	GP	FOUND	DP-1219/682	X	145°18'00"	0.82	GP
Y	138°24'30"	0.765	GP	FOUND	DP-1219/682	Y	138°24'30"	0.765	GP
Z	25°38'30"	0.88	GP	FOUND	DP-1219/682	Z	25°38'30"	0.88	GP
AA	111°42'30"	1.135	GP	FOUND	DP-1219/682	AA	111°42'30"	1.135	GP
AB	33°44'30"	24.285	DHW	FOUND	DP-1226/148	AB	33°44'30"	24.285	DHW
AC	182°33'20"	0.61	GP	FOUND	DP-1226/148	AC	182°33'20"	0.61	GP
AD	215°10'30"	0.63	GP	FOUND	DP-1226/148	AD	215°10'30"	0.63	GP
AE	228°38'30"	20.965	DHW	FOUND	DP-1219/682	AE	228°38'30"	20.965	DHW
AF	197°18'00"	11.595	DHW	FOUND	DP-1219/682	AF	197°18'00"	11.595	DHW
AG	228°38'30"	9.065	DHW	FOUND	DP-1219/682	AG	228°38'30"	9.065	DHW
AH	213°36'30"	1.18	GP	FOUND	DP-1219/682	AH	213°36'30"	1.18	GP
AI	107°52'30"	9.605	CHR WALL	FOUND	DP-1219/682	AI	107°52'30"	9.605	CHR WALL
AJ	148°53'00"	11.515	GP	FOUND	DP-1207/669	AJ	148°53'00"	11.515	GP

SCHEDULE OF REFERENCE MARKS				
No	BEARING	DIST	MARK	STATE ORIGIN
AK	336°31'05"	5.36	DHW's	FOUND DP1307207
	332°06'20"	16.46		
AL	76°45'15"	3.73	DHW's	FOUND DP1307207
	56°24'40"	12.72		
AM	31°28'55"	2.15	DHW's	FOUND DP1307207
	49°22'40"	12.296		
AN	95°45'50"	3.65	DHW's	FOUND DP1307207
	80°05'20"	13.525		
AP	333°21'15"	3.485	DHW's	FOUND DP1307207
	230°10'55"	10.24		
	341°08'10"	2.015	DHW	FOUND
AQ	289°05'40"	13.95	DHW	FOUND (NOW GONE) DP1307207
	287°59'30"	13.94	DHW	PLACED
AR	329°06'10"	3.37	DHW's	PLACED
	349°53'00"	14.605		
AS	350°36'40"	1.13	DHW's	PLACED
	8°16'10"	13.85		
AT	202°49'25"	1.07	DHW's	PLACED
	242°33'25"	10.545		
AU	25°23'05"	2.81	DHW's	PLACED
	318°46'25"	10.78		
AV	39°05'15"	5.13	DHW's	PLACED
	346°30'25"	11.365		
AW	351°13'00"	2.73	DHW's	PLACED
	292°46'45"	10.355		
AX	15°26'50"	1.295	DHW's	PLACED
	356°38'00"	16.165		

SCHEDULE OF CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
27	14°08'30"	4.245	3
28	104°08'30"	4.245	3

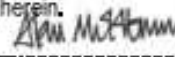
Surveyor: VICTORIA COLOMBAGE Date: 01/06/2024 Surveyor's Ref: 6531-3	PLAN OF SUBDIVISION OF LOT 1 IN DP1307207 & LOT 4 IN DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669 P& LOT 1 IN DP1207670	L G A : BLACKTOWN Locality: RIVERSTONE Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 07/10/2025	DP1229727
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PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  07/10/2025 Title System: TORRENS	Office Use Only Office Use Only DP1229727
PLAN OF SUBDIVISION OF LOT 1 IN DP1307207 & LOT 4 IN DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669 & LOT 1 IN DP1207670	LGA: BLACKTOWN Locality: RIVERSTONE Parish: GIDLEY County: CUMBERLAND
Survey Certificate I, VICTORIA COLOMBAGE of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 1st June 2024, or *(b) The part of the land shown in the plan ("being/excluding".....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level/Undulating / *Steep Mountainous. Signature:  Dated: 19/06/2024 Surveyor Identification No: SU008514 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	~~Crown Lands NSW/Western Lands Office Approval~~ I..... (Authorised Officer) in approving this plan, certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Plans used in the preparation of survey/compilation. DP223895 DP1235483 DP1307207	Subdivision Certificate I, Alan Middlemiss, Coordinator Planning Assessment *Authorised Person/*General Manager/*Registered Officer, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Electronic signature of me Alan Middlemiss, affixed by me on 1/10/2025 1 10:40 PM Registration number: N/A Consent Authority: Blacktown City Council Date of endorsement: 1 October 2025 Subdivision Certificate number: SC-25-00080 File number: DA-24-00454 *Strike through if inapplicable. Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF WONSON PARADE TO THE PUBLIC AS PUBLIC ROAD IT IS INTENDED TO DEDICATE CULNANE STREET TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISTING EASEMENT FOR TRANSMISSION OF ELECTRICITY 60.96 WIDE (J42130)
Surveyor's Reference: 6531-3	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)
Registered:  07/10/2025	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP1307207 & LOT 4 IN DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669 & LOT 1 IN DP1207670		DP1229727
Subdivision Certificate number: SC-25-00080 Date of Endorsement: 1 October 2025		
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED, TO CREATE: 1. RESTRICTION ON THE USE OF LAND 2. RESTRICTION ON THE USE OF LAND 3. POSITIVE COVENANT 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. EASEMENT FOR PADMOUNT SUBSTATION 3.25 WIDE (C) 7. RESTRICTION ON THE USE OF LAND (D) 8. RESTRICTION ON THE USE OF LAND 9. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E) 10. EASEMENT FOR BATTER AND SUPPORT VARIABLE WIDTH (F) STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6531-3		

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



07/10/2025

Office Use Only

Office Use Only

DP1229727

PLAN OF

SUBDIVISION OF LOT 1 IN DP1307207 &
LOT 4 IN DP223895 AND EASEMENTS OVER
LOT 3 IN DP1207669 & LOT 1 IN DP1207670

Subdivision Certificate number: SC-25-00080

Date of Endorsement: 1 October 2025

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

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- 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.

Registered Proprietor

Lot 1 in DP1307207 – UPG 25 Pty Limited

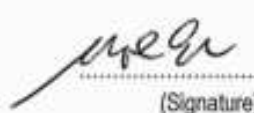
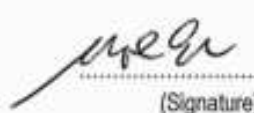
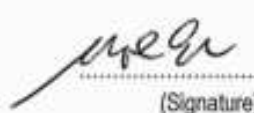
EXECUTED by
UPG 25 Pty Limited
ACN 607 945 924
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

Bhart Bhushan
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6531-3

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheet(s)																					
Registered:  07/10/2025	Office Use Only	Office Use Only																					
PLAN OF 1307207 & SUBDIVISION OF LOT 1 IN DP1235483 LOT 4 IN DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669 & LOT 1 IN DP1207670		DP1229727																					
Subdivision Certificate number: SC-25-00080 Date of Endorsement: 1 October 2025																							
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																							
<u>Consent of Mortgagees</u> <table><tbody><tr><td rowspan="5">EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001</td><td>)</td><td></td><td>)</td><td></td></tr><tr><td>)</td><td>(Signature)</td><td>)</td><td>(Signature)</td></tr><tr><td>)</td><td></td><td>)</td><td></td></tr><tr><td>)</td><td>R. S. ELL</td><td>)</td><td>W. R. ELL</td></tr><tr><td>)</td><td>(Print Name) Director</td><td>)</td><td>(Print Name) DirectorSecretary</td></tr></tbody></table>			EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001	)		)		)	(Signature)	)	(Signature)	)		)		)	R. S. ELL	)	W. R. ELL	)	(Print Name) Director	)	(Print Name) DirectorSecretary
EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001	)			)																			
	)	(Signature)		)	(Signature)																		
	)			)																			
	)	R. S. ELL		)	W. R. ELL																		
	)	(Print Name) Director	)	(Print Name) DirectorSecretary																			
If space is insufficient use additional annexure sheet																							
Surveyor's Reference: 6531-2																							

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered: 07/10/2025 Office Use Only PLAN OF SUBDIVISION OF LOT 1 IN DP1307207 & LOT 4 IN DP223895 AND EASEMENTS OVER LOT 3 IN DP1207669 & LOT 1 IN DP1207670 Subdivision Certificate number: <u>SC-25-00080</u> Date of Endorsement: <u>1 October 2025</u>	Office Use Only DP1229727 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2017 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<u>Registered Proprietor</u> <u>Lot 4 in DP223895 – Blacktown City Council</u> Signed on behalf of Blacktown City Council (ABN 18 153 831 768) under registered power of attorney Book 4758 No. 886 dated 29 April 2019 under pursuant to principal instrument power of attorney Book 4654 No. 514 dated 29 August 2013, who states that she has no notice of revocation of that power. Digitally signed by Amanda Borazio Date: 2025.10.01 12:57:39 +10'00' Witness Signature Amanda Borazio Witness Name in full 62 Flushcombe Road Blacktown NSW 2148 Address of Witness Digitally signed by Mary Josephine Esther Macken Date: 2025.10.01 12:57:05 +10'00' Signature Mary Joesphine Esther Macken Full name If space is insufficient use additional annexure sheet		
Surveyor's Reference: 6531-3		

Approved Form 8	Strata Development Contract	Sheet 1 of 14 sheets
Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

STRATA DEVELOPMENT CONTRACT – STRATA PLAN No. 95225

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages.

Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 99 (inclusive) (including Development Lots 19 and 41);
- upon registration of Stage 1 it is intended to create Developments Lot 19 and 41.

The development scheme as provided for in this Strata Development Contract will conclude on the date being 10 years from the date of registration of this Strata Development Contract.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

The developer does not need to occupy any parts of the Common Property in order to carry out the development.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015* (NSW).

Approved Form 8	Strata Development Contract	Sheet 2 of 14 sheets
Registered:	Office Use Only	Office Use Only
 08/10/2025	SP95225	

STAGE 2

Warranted Development – proposed development subject to a warranty

There is no Warranted Development in this stage.

Authorised Proposals – proposed development not subject to a warranty

(a) Description of development

Type of buildings:	Two storey brick townhouses
Proposed uses:	Residential
Proposed building style, height and density	This information is depicted by the Stage 2 Concept Plan attached to this Contract

(b) Common Property Amenities

The Common Property Amenities are the private access ways (being Ezra Glade, Sadie Glade, Eunice Glade, Delilah Glade & Jabez Glade), 21 visitor car parking spaces, common open space and landscaping.

(c) Schedule of Commencement and Completion

The developer does not warrant commencement and completion dates.

(d) Schedule of Lots

The total number of Lots in this stage is 5.

(e) Working Hours

Construction will be carried out within the working hours permitted by the Development Consent.

All construction activities shall be limited to between 7am and 6pm, Mondays to Fridays; 8am to 1pm Saturdays; and no such work to be undertaken at any time on Sundays or public holidays.

Approved Form 8	Strata Development Contract	Sheet 3 of 14 sheets
Registered:	Office Use Only	Office Use Only
 08/10/2025	SP95225	

(f) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Arrangements for entry to and exit from the Parcel during development of this stage	Entry to and exit from that part of the Parcel comprising this stage is from the dedicated public road (Wonson Parade & Culnane Road).
Movement and parking of vehicles on the Parcel during development of this stage	Vehicles used during the development of this stage will be parked on the proposed public road (being Wonson Parade & Culnane Road).
Permitted uses of Common Property during development of this stage	No Common Property will be used in this stage except for temporary storage material.

(g) **Landscaping**

Landscaping will be carried out in accordance with the requirements of the Development Consent, which are that:

- i. All landscaping shall be completed in accordance with the approved landscaping design plan. All turfed areas shall be finished level with adjoining surfaces and graded to approved points of drainage discharge.
- ii.

(h) **Schedule of Materials and Finishes**

Each building in this stage is constructed of brick walls; rendered and painted walls; with concrete and timber floors; and tiled roof.

(i) **Vertical Staging**

There is no vertical staging in this stage.

Approved Form 8	Strata Development Contract	Sheet 4 of 14 sheets
Registered:	Office Use Only	Office Use Only
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(j) **Contribution to Common Property Expenses**

- (i) In accordance with section 78 of the *Strata Schemes Development Act 2015* (NSW), the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned differently from the way that liability would otherwise be apportioned by the schedule of unit entitlement for the Strata Scheme.
- (ii) On completion of Stage 1 and prior to completion of Stage 2, the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned between the Owners of all Lots with the exception of the Development Lots (with the apportionment being made based on the relative unit entitlement of those lots).
- (iii) On completion of Stage 2, the liability for expenses relating to the use or maintenance of the Common Property in the Strata Scheme will be apportioned amongst all Lots by reference to the schedule of unit entitlement in the Strata Scheme.

(k) **Proposed By-laws, Management Agreements, Covenants, Easements or Dedications**

- (i) The by-laws applicable to the development the subject of this stage are the same as those registered with the Strata Plan.
- (ii) A copy of the by-laws registered with the Strata Plan is available from NSW Land Registry Services.
- (iii) The management arrangements for the Strata Scheme were established with the Strata Plan.
- (iv) All covenants, easements and dedications for this stage were registered with the Strata Plan, with copies available from NSW Land Registry Services.

Approved Form 8	Strata Development Contract	Sheet 5 of 14 sheets
Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

DEFINITIONS

In this Strata Development Contract, the following words have the following meanings:

- (a) **“Authorised Proposal”** means development which the developer is authorised to carry out but cannot be compelled to carry out.
 - (b) **“Common Property”** means the common property in the Strata Scheme.
 - (c) **“Contract”** means this strata development contract.
 - (d) **“Development Act”** means the *Strata Schemes Development Act 2015* (NSW).
 - (e) **“Development Consent”** means development consent DA No. 15-2575.
 - (f) **“Development Lot”** means Development Lots 19 and 41.
 - (g) **“Lot”** means a lot in the Strata Plan or in a Strata Plan of Subdivision.
 - (h) **“Parcel”** means the parcel the subject of the Strata Scheme.
 - (i) **“Stage 2 Concept Plan”** means the concept plan for Stage 2 attached to, and forming part of, this Contract.
 - (j) **“Strata Plan”** means the strata plan registered number 95225.
 - (k) **“Strata Plan of Subdivision”** means a strata plan of subdivision (as defined by the Development Act) of a Development Lot.
 - (l) **“Strata Scheme”** means the strata scheme constituted by registration of the Strata Plan.
 - (m) **“Warranted Development”** means development which the developer warrants to carry out and may be compelled to carry out.
-

Approved Form 8	Strata Development Contract	Sheet 6 of 14 sheets
Registered:	Office Use Only	Office Use Only
 08/10/2025		SP95225

**CONCEPT PLAN FOR STAGE 2
SUBDIVISION OF DEVELOPMENT LOTS 19 AND 41 SP95225**

The following 5 sheets comprise the Concept Plan for Stage 2

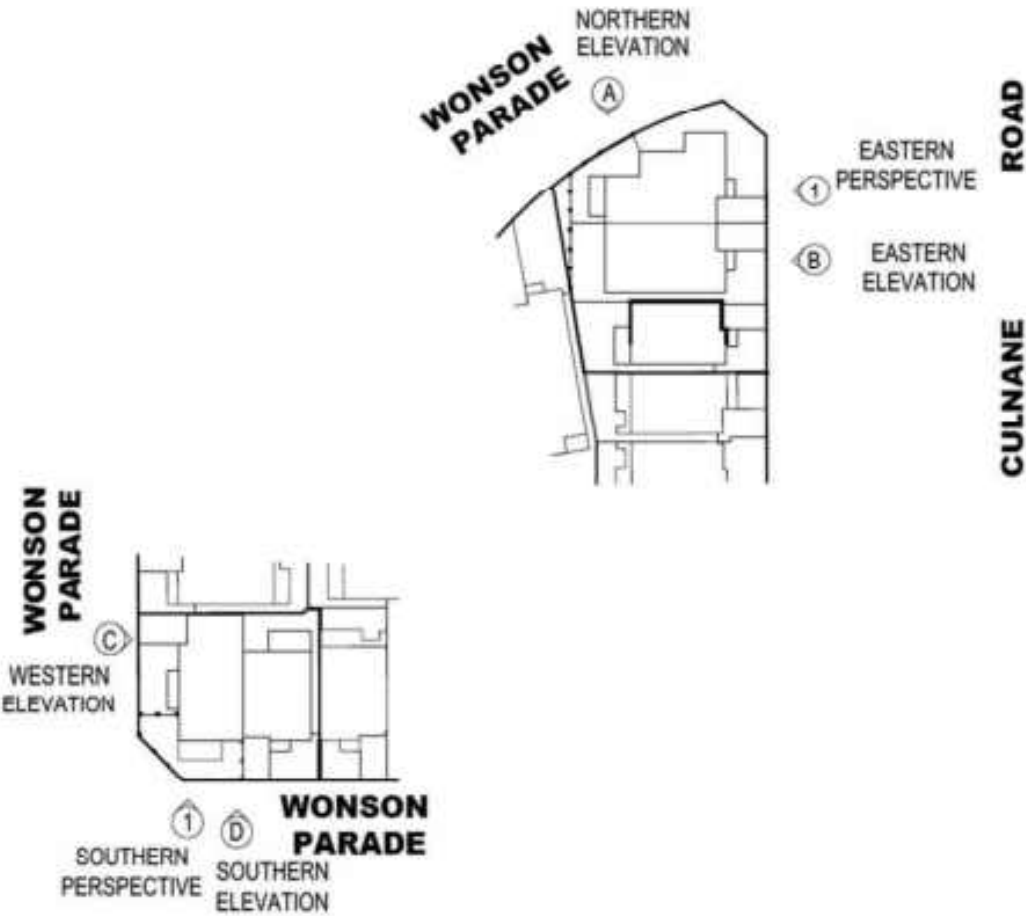
Approved Form 8	Strata Development Contract	Sheet 7 of 14 sheets
Registered:	Office Use Only	Office Use Only
 08/10/2025	SP95225	

CONCEPT PLAN



Approved Form 8		Strata Development Contract	Sheet 8 of 14 sheets
Registered:  08/10/2025		Office Use Only	Office Use Only SP95225

ELEVATION & PERSPECTIVE VIEW LOCATIONS



Approved Form 8	Strata Development Contract	Sheet 9 of 14 sheets
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ELEVATIONS

ELEVATION A (Northern)



ELEVATION B (Eastern)



Approved Form 8	Strata Development Contract	Sheet 10 of 14 sheets
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ELEVATION C (Western)



ELEVATION D (Southern)



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Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

PERSPECTIVE VIEWS

PERSPECTIVE 1 (Eastern)



PERSPECTIVE 2 (Southern)



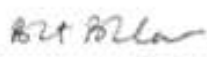
Approved Form 8	Strata Development Contract	Sheet 12 of 14 sheets
Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

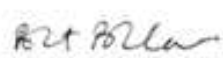
SIGNATURES, CONSENTS, APPROVALS

Certificate of Planning Authority
The Registered Certifier Andrew Symonds of Land Development Certificates Pty Ltd Registration No: BDC 1837 certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene: (i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or (ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (<i>indicate exception if applicable</i>) Date: 03 OCTOBER 2025 Certificate Reference: MODIFIED CBC 18559 Signed by: ANDREW SYMONDS Registered Certifier Signature:  This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015 (NSW)

Approved Form 8	Strata Development Contract	Sheet 13 of 14 sheets
Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

SIGNATURES, CONSENTS, APPROVALS (continued)

Developer
Executed by UPG 25 Pty Ltd ACN 607 945 924 in accordance with section 127 of the <i>Corporations Act 2001</i> (C'th):  (signature) Bhart Bhushan Sole Director/Secretary

Registered Proprietor
Executed by UPG 25 Pty Ltd ACN 607 945 924 in accordance with section 127 of the <i>Corporations Act 2001</i> (C'th):  (signature) Bhart Bhushan Sole Director/Secretary

Approved Form 8	Strata Development Contract	Sheet 14 of 14 sheets
Registered:  08/10/2025	Office Use Only	Office Use Only SP95225

SIGNATURES, CONSENTS, APPROVALS (continued)

Mortgagee	
EXECUTED by Leda Finance Pty Limited ACN 001 884 064 in accordance with s127 of the Corporations Act 2001	 (Signature) R S ELL (Print Name) Director  (Signature) GREG MILES (Print Name) Director/Secretary

~~And the transferor covenant(s) with the transferor~~

Full and free right leave liberty and licence for the Transferee its successors and assigns its and their servants and all other persons authorised by it or them -

4. If the said covenant(s) are to be varied or amended, or

- (i) if any covenant is to be varied or amended, or
- (ii) if the statutory covenants implied by the Act are intended to be varied or amended.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1974.

- (e) to erect construct place repair renew maintain use and remove overhead electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through in and along the land shown on the plan annexed hereto and marked "A" which parcel of land is hereinafter referred to as the "servient tenement", and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) 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 servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the Transferor doth hereby for himself his successors and assigns as owner or owners for the time being of the servient tenement covenant with the said Transferee its successors and assigns that he or they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables, and
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the said Transferee its successors or assigns.

ENCUMBRANCES, &c., REFERRED TO:

* A very short note will suffice.

R 110 - 2

1.6354 m²

E.010A-2

No. **12130**

LODGED BY E. C. of N. S. W.

FEES.
 The Fees, which are payable on lodgment, are as follows:-
 (a) £2 where the transmission of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be entered on more than one folio of the register, an additional charge of 2s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following:-
 (i) where a restriction or caveat is lodged; or
 (ii) a new caveat is created; or
 (iii) a partial discharge of mortgage is entered on the transfer.
 (c) Where a new Certificate of Title is issued, the scale charge are:-
 (i) £2 for every Certificate of Title not exceeding 10 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 10 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the register exceeds 10 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 Received Docu.
 Nos.
 Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I, KEITH THOMAS of 48 Macquarie Street Parramatta, Solicitor, do hereby consent to the Transfer and Grant of Easement herein mortgagee under Mortgage No. H926007 release and discharge the land comprised in the within transfer from such mortgage, and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate in a transfer of part of the land in the Mortgage. The Mortgage should execute a formal discharge when 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 Parramatta this seventeenth day of April 1962
 Signed in my presence by
KEITH THOMAS

who is personally known to me.

E. Humeock J.P.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER Grant of easement for transmission of electricity
Checked by <u>IM</u>	Particulars entered in Register Book. Volume <u>8035</u> Folio <u>112</u>
Passed (in S.D.B.) by <u>R. G. L.</u>	the <u>4th</u> day of <u>July</u> 19 <u>62</u> at 30 minutes past 2 o'clock in the afternoon.
Signed by <u>[Signature]</u>	<u>[Signature]</u> Registrar-General

PROGRESS RECORD.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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

Lengths are in metres

Sheet 1 of 4 sheets

Plan: **DP1207669**

Plan of Subdivision of Lots 1 & 2 in DP223895
Covered by Subdivision Certificate
No 16-00084 Dated 13/4/16

Full name and address of
the proprietor of the land:

Railway Terrace PTY Limited
Suite 303, 21-23 Burwood Road
BURWOOD NSW 2134
ABN 90 168 100 258

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 or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction On The Use Of Land (Development)	1,2,3,4	Blacktown City Council
2.	Restriction On The Use Of Land (Road Construction)	1 & 4	Blacktown City Council

Approved by Blacktown City Council.....



Authorised Person

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

Lengths are in metres

Sheet 2 of 4 Sheets

Plan: **DP1207669**

Plan of Subdivision of Lots 1 & 2 in DP223895
Covered by Subdivision Certificate
No 16-00094 Dated 13/4/16

PART 2 (Terms)

Terms of restriction on the use of land numbered 1. in the plan

No further development of the lots burdened is to take place unless it is approved by development consent. Such approval is likely to require, but not restricted to, construction of road and drainage works, the notation of any retaining walls (if any), the provision of lot fill and the payment of Section 94 Contributions.

Terms of restriction on the use of land numbered 2. in the plan

The owner of the lot burdened shall not apply for and not be eligible for an occupation certificate regarding any newly constructed building on the lot burdened unless half road construction of Kensington Park Road fronting the lot burdened has been completed to the satisfaction of council.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE RESTRICTION(S), IN THE ABOVEMENTIONED PLAN.**

BLACKTOWN CITY COUNCIL

Approved by Blacktown Council City.....


Authorised Person

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

Lengths are in metres

Sheet 3 of 4 Sheets

Plan: **DP1207669**

Plan of Subdivision of Lots 1 & 2 in DP223895
Covered by Subdivision Certificate
No 16-00084 Dated 13/4/16

SIGNATURES AND SEALS

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: Railway Terrace Pty Limited
Suite 303, 21-23 Burwood Road
BURWOOD NSW 2134
ABN 90 168 100 258

Authority: Section 127 Corporations Act 2001


Signature of authorised person:

Signature of authorised person:

WILLIAM PATRICK SHERIDAN
Name of authorised person:
Office held: -
SOLE DIRECTOR
SECRETARY

Name of authorised person:
Office held:

Approved by Blacktown Council City.....



Authorised Person

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

Lengths are in metres

Sheet 4 of 4 Sheets

Plan: **DP1207669**

Plan of Subdivision of Lots 1 & 2 in DP223895
Covered by Subdivision Certificate
No 16-00084 Dated 13/4/16

COUNCIL

13 / 4 / 16
Date

Name: (authorised officer)

BLACKTOWN CITY COUNCIL


Judith Powell
Manager Development Services

Position Held: (authorised officer)

Signature: (authorised officer)

Harleigh Murphy
Name: (eligible witness)

Planning Unit Co-ordinator - Clerical
Occupation/Position Held: (eligible witness)

Ct Blacktown City Council - 62 Flushcombe Road
Address: (eligible witness) Blacktown NSW 2148


Signature: (eligible witness)

26.5.2016



REGISTERED

BLACKTOWN CITY COUNCIL


Judith Powell
Manager Development Services

Approved by Blacktown Council City.....

Authorised Person

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

Lengths are in metres

Sheet 1 of 5 sheets

Plan:

DP1207670

Plan of Subdivision of Lot 3 in DP223895

Covered by Subdivision Certificate

No 16-00055..... Dated...20/7/16

Full name and address of
the proprietor of the land:

SAM PAPALLO, ANTHONY PAPALLO
128 Railway Terrace RIVERSTONE
NSW, 2765

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 or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction On The Use Of Land (Development)	1 & 2	Blacktown City Council
2.	Right Of Carriageway 5 Wide (A)	1	2

Approved by Blacktown City Council.....


Authorised Person

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

Lengths are in metres

Sheet 2 of 5 Sheets

Plan:

DP1207670

Plan of Subdivision of Lot 3 in DP223895
Covered by Subdivision Certificate
No 16-00055 Dated 20/7/16

PART 2 (Terms)

Terms of restriction numbered 1. in the plan

No further development of the lots burdened is to take place unless it is approved by development consent. Such approval is likely to require, but not restricted to, construction of road and drainage works, the notation of any retaining walls (if any), the provision of lot fill and the payment of Section 94 Contributions.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE EASEMENT(S) AND RESTRICTION(S), IN THE ABOVEMENTIONED PLAN.**

BLACKTOWN CITY COUNCIL

Approved by Blacktown Council City.....


Authorised Person

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

Lengths are in metres

Sheet 3 of 5 Sheets

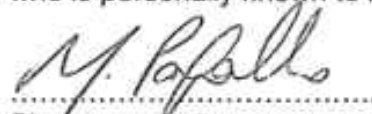
Plan:

DP1207670

Plan of Subdivision of Lot 3 in DP223895
Covered by Subdivision Certificate
No 16-00055 Dated 20/7/16

SIGNATURES AND SEALS

Signed in my presence by **Sam Papallo**
who is personally known to me.



Signature of witness

MAGGIE PAPALLO

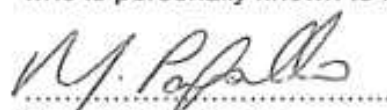
Name of witness (BLOCK LETTERS)


Sam Papallo

128th RAILWAY TERRACE, RIVERSTONE

Address of witness

Signed in my presence by **Anthony Papallo**
who is personally known to me.



Signature of witness

MAGGIE PAPALLO

Name of witness (BLOCK LETTERS)


Anthony Papallo

128th RAILWAY TERRACE, RIVERSTONE

Address of witness

Approved by Blacktown Council City.....


Authorised Person

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

Lengths are in metres

Sheet 4 of 5 Sheets

Plan:

DP1207670

Plan of Subdivision of Lot 3 in DP223895

Covered by Subdivision Certificate

No ..16-00055..... Dated..20/7/16.....

MORTGAGEE: (AF826242)

Approved by Blacktown Council City.....



Authorised Person

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

Lengths are in metres

Sheet 5 of 5 Sheets

Plan:

DP1207670

Plan of Subdivision of Lot 3 in DP223895

Covered by Subdivision Certificate

No ...16-00055... Dated 20/7/16...

COUNCIL

20/7/16

Date

Name: (authorised officer)

BLACKTOWN CITY COUNCIL

Judith Portelli

Manager Development Services

Position Held: (authorised officer)

Signature: (authorised officer)

Name: (eligible witness)

Planning Unit Co-ordinator - Clerical

Occupation/Position Held: (eligible witness)

Blacktown City Council - 62 Flushcombe Road

Address: (eligible witness)

Blacktown NSW 2148

Signature: (eligible witness)

BLACKTOWN CITY COUNCIL

Judith Portelli

Manager Development Services

Approved by Blacktown Council City

Authorised Person

16.08.2016



REGISTERED

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

Full name and address of the
owner of the land:

UPG 25 Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the Use of Land	2	Blacktown City Council
2	Restriction on the Use of Land	2	Blacktown City Council
3	Positive Covenant	2	Blacktown City Council
4	Restriction on the Use of Land	1 & 2	Blacktown City Council
5	Restriction on the Use of Land	1 & 2	Blacktown City Council
6	Positive Covenant	Part 1 & 2 denoted (A)	Blacktown City Council
7	Restriction on the Use of Land	2	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:05:57 AM

Authorised Officer

Lengths are in metres

(Sheet 2 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

1. Terms of Restriction on the Use of Land numbered 1 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 1 in the plan is **Blacktown City Council**

2. Terms of Restriction on the Use of Land numbered 2 in the plan

Water Sensitive Urban Design System

2.1 Nature of Restriction

The registered proprietor of the lot burdened acknowledges that:

- (a) the restriction on use granted to Blacktown City Council (Council) under this clause is imposed on the lot burdened under section 88E of the Conveyancing Act 1919 (Act); and
- (b) the provisions of section 88F of the Act apply in respect of the restriction granted to Council under this clause.

2.2 Restriction on Use

The registered proprietor covenants with Council in respect to the water sensitive urban design system (defined in clause 2.5 and hereinafter referred to as the "System") constructed and/or installed on the lot burdened that it will not, without the prior and express written consent of Council:

- (a) do any act, matter or thing which would prevent the System from functioning properly in a safe and efficient manner
- (b) make or permit or suffer the making of any alterations or additions to the System other than in strict accordance with the positive covenant affecting the lot burdened; and
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon or adversely affect the System.

2.3 Binding covenant

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

APPROVED BY BLACKTOWN CITY COUNCIL


Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:05:59 AM
.....
Authorised Officer

Lengths are in metres

(Sheet 3 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

2.4 Release, variation and modification of this restriction

This restriction must not be released, varied or modified without the express authorisation of Council.

2.5 Definition of "System"

For the purposes of this restriction, "System" means the

- (a) devices and systems constructed and/or installed on the lot burdened including on-site stormwater detention systems, rainwater tanks, stormwater quality improvement devices, and all other water sensitive urban design systems approved by Council; and
- (b) all built and other structures associated with and/or required for the safe and efficient function of the System including, but not limited to, all ancillary gutters, pavements, pipes, drains, swales, channels, rainwater tank pretreatment, flow meters, water disinfection, walls, kerbs, pits, grates, screens, tanks, chambers, basins and surfaces.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 2 in the plan is **Blacktown City Council**

3. Terms of Positive Covenant numbered 3 in the plan

Water Sensitive Urban Design System

3.1 Nature of Covenant

The registered proprietor of the lot burdened acknowledges that:

- (a) the covenant granted to Blacktown City Council (Council) under this clause is a public positive covenant within the meaning given to that term under section 87A of the Conveyancing Act 1919 (Act) and that the public positive covenant is imposed on the lot burdened under section 88E of the Act; and
- (b) the provisions of section 88F of the Act apply in respect of the covenant granted to Council.

3.2 Covenant

The registered proprietor covenants with Council, in respect to the water sensitive urban design system (defined in clause 3.8 below and hereinafter referred to as the "System") constructed and/or installed on the lot burdened, that it will, at its sole cost, ensure that the System functions properly in a safe and efficient manner by:

- (a) regularly keeping the System clean and free from silt, rubbish and debris
- (b) regularly maintaining and repairing the System in accordance with the standard required by Council, as notified to the registered proprietor of the lot burdened from time to time

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:01 AM

Authorised Officer

Lengths are in metres

(Sheet 4 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

- (c) for the purpose of performing the obligation to maintain the System under clause 3.2(b), replacing the System when Council has determined and notified the registered proprietor of the lot burdened that the System is no longer capable of functioning properly in a safe and efficient manner and cannot be repaired
- (d) for the purpose of giving effect to the obligation to replace the System under clause 3.2(c), replacing the System in accordance with the requirements of Council, as notified to the registered proprietor of the lot burdened from time to time; and
- (e) complying with all written directions and notifications issued by Council in respect of the System and this covenant.

3.3 Inspection

For the purpose of ensuring observance of this covenant, Council or its authorised agents may from time to time and upon giving reasonable notice to the registered proprietor of the lot burdened (but at any time and without notice in the case of an emergency) enter the lot burdened and inspect the condition of the System and the state of construction, maintenance or repair of the System, for compliance with the requirements of this covenant, and to this extent, section 88F(2)(a) of the Act is hereby amended.

3.4 Notice for Compliance

By written notice, Council may require the registered proprietor of the lot burdened to attend to any matter and carry out such works within the time stated in the notice, to ensure the proper and efficient performance of the System and compliance with this covenant.

3.5 Council's right to enter the lot burdened

Pursuant to Section 88F(3) of the Act, Council or its authorised agents shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor of the lot burdened fails to comply with the terms of any written notice issued by Council as set out above, Council or its authorised agents may enter the lot burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonable to comply with this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:
 - i. cause as little inconvenience as is practicable to the registered proprietor and any occupier of the lot burdened; and
 - ii. as soon as practicable, repair damage which it causes to the lot burdened; and
 - iii. take all reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:04 AM

Authorised Officer

Lengths are in metres

(Sheet 5 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

(b) Council may recover from the registered proprietor of the lot burdened, as a debt due and payable in a court of competent jurisdiction:

- i. any expense reasonably incurred by it in exercising its powers in this covenant. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said works, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work
- ii. legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to section 88F(4) of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3.6 Binding covenant

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

3.7 Release, variation and modification of this covenant

This covenant must not be released, varied or modified without the express authorisation of Council.

3.8 Definition of "System"

For the purposes of this covenant, "System" means the

- (a) devices and systems constructed and/or installed on the lot burdened including on-site stormwater detention systems, rainwater tanks, stormwater quality improvement devices, and all other water sensitive urban design systems approved by Council; and
- (b) all built and other structures associated with and/or required for the safe and efficient function of the System including, but not limited to, all ancillary gutters, pavements, pipes, drains, swales, channels, rainwater tank pretreatment, flow meters, water disinfection, walls, kerbs, pits, grates, screens, tanks, chambers, basins and surfaces.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 3 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:07 AM

Authorised Officer

Lengths are in metres

(Sheet 6 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

4. Terms of Restriction on the Use of Land numbered 4 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 4 is **Blacktown City Council**

5. Terms of Restriction on the Use of Land numbered 5 in the plan

No further development of the lot burdened is to take place unless it is developed in accordance with Notice of Determination No. 15-02575. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 5 is **Blacktown City Council**

6. Terms of Positive Covenant numbered 6 in the plan

The requirements of TransGrid Easement Guidelines – Third Party Development particularly with regard to prohibited encroachments and activities and general requirements for developments and subdivision shall be complied with at all times.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 6 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:09 AM

Authorised Officer

Lengths are in metres

(Sheet 7 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

7. Terms of Restriction on the Use of Land numbered 7 in the plan

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE1257 dated 12/09/22. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 7 in the plan is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:10 AM

Authorised Officer

Lengths are in metres

(Sheet 8 of 10 sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

Blacktown City Council by its authorised
delegate pursuant to s.377 Local
Government Act 1993

 Electronic signature of me,
Alan Middlemiss, affixed by me
on 16/06/2025 1:18:49 PM

Signature of Delegate

Alan Middlemiss

Name of Delegate

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

 Electronic signature of me,
Kathryn Miller, affixed by me
on 16/06/2025 8:06:14 AM

Signature of Witness

Kathryn Miller

Name of Witness

Coordinator Planning & Assessment

Position of Delegate

62 Flushcombe Road Blacktown NSW 2148

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me,
Alan Middlemiss, affixed
by me on 16/06/2025 8:06:14 AM

Authorised Officer

Lengths are in metres

(Sheet 9 of 10 Sheets)

Plan: **DP1307207**

Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No. SC-25-00022

PART 2

EXECUTED by)
UPG 25 Pty Limited)
ACN 607 945 924)
in accordance with s127 of)
the Corporations Act 2001)



.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in DP223895 and Easements over Lot 3 in DP1207669 & Lot 1 in DP1207670 covered by Subdivision Certificate No. SC-25-00080

Full name and address of the owner of the land:

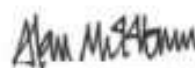
UPG 25 Pty Ltd
137 Gilba Road
GIRRAWEE NSW 2145

Blacktown City Council
62 Flushcombe Road
BLACKTOWN NSW 2148

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the Use of Land	1	Blacktown City Council
2	Restriction on the Use of Land	1	Blacktown City Council
3	Positive Covenant	1	Blacktown City Council
4	Restriction on the Use of Land	1	Blacktown City Council
5	Restriction on the Use of Land	1	Blacktown City Council
6	Easement for Padmount Substation 3.25 Wide (C)	1	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land (D)	Part 1 designated (D)	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land	1	Blacktown City Council
9	Easement for Drainage of Water Variable Width (E)	2 & 3/1207669	Blacktown City Council
10	Easement for Batter and Support Variable Width (F)	2, 1/1207670 & 3/1207669	1 & Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 1/10/2025 9:27:50 AM

Authorised Officer

Lengths are in metres

(Sheet 2 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in DP223895 and Easements over Lot 3 in DP1207669 & Lot 1 in DP1207670 covered by Subdivision Certificate No. SC-25-00080

PART 2

1. Terms of Restriction on the Use of Land numbered 1 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 1 in the plan is **Blacktown City Council**

2. Terms of Restriction on the Use of Land numbered 2 in the plan

Water Sensitive Urban Design System

2.1 Nature of Restriction

The registered proprietor of the lot burdened acknowledges that:

- (a) the restriction on use granted to Blacktown City Council (Council) under this clause is imposed on the lot burdened under section 88E of the Conveyancing Act 1919 (Act); and
- (b) the provisions of section 88F of the Act apply in respect of the restriction granted to Council under this clause.

2.2 Restriction on Use

The registered proprietor covenants with Council in respect to the water sensitive urban design system (defined in clause 2.5 and hereinafter referred to as the "System") constructed and/or installed on the lot burdened that it will not, without the prior and express written consent of Council:

- (a) do any act, matter or thing which would prevent the System from functioning properly in a safe and efficient manner
- (b) make or permit or suffer the making of any alterations or additions to the System other than in strict accordance with the positive covenant affecting the lot burdened; and
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon or adversely affect the System.

2.3 Binding covenant

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

APPROVED BY BLACKTOWN CITY COUNCIL


Electronic signature of me,
Alan Middlemiss, affixed
by me on 1/10/2025 9:27:51 AM
.....
Authorised Officer

Lengths are in metres

(Sheet 3 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. SC-25-00060

PART 2

2.4 Release, variation and modification of this restriction

This restriction must not be released, varied or modified without the express authorisation of Council.

2.5 Definition of "System"

For the purposes of this restriction, "System" means the

- (a) devices and systems constructed and/or installed on the lot burdened including on-site stormwater detention systems, rainwater tanks, stormwater quality improvement devices, and all other water sensitive urban design systems approved by Council; and
- (b) all built and other structures associated with and/or required for the safe and efficient function of the System including, but not limited to, all ancillary gutters, pavements, pipes, drains, swales, channels, rainwater tank pretreatment, flow meters, water disinfection, walls, kerbs, pits, grates, screens, tanks, chambers, basins and surfaces.

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 2 in the plan is **Blacktown City Council**

3. Terms of Positive Covenant numbered 3 in the plan

Water Sensitive Urban Design System

3.1 Nature of Covenant

The registered proprietor of the lot burdened acknowledges that:

- (a) the covenant granted to Blacktown City Council (Council) under this clause is a public positive covenant within the meaning given to that term under section 87A of the Conveyancing Act 1919 (Act) and that the public positive covenant is imposed on the lot burdened under section 88E of the Act; and
- (b) the provisions of section 88F of the Act apply in respect of the covenant granted to Council.

3.2 Covenant

The registered proprietor covenants with Council, in respect to the water sensitive urban design system (defined in clause 3.8 below and hereinafter referred to as the "System") constructed and/or installed on the lot burdened, that it will, at its sole cost, ensure that the System functions properly in a safe and efficient manner by:

- (a) regularly keeping the System clean and free from silt, rubbish and debris



Electronic signature of me,
Alan Middlemiss, affixed
by me on 1/10/2025 9:27:53 AM

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.....
Authorised Officer

Lengths are in metres

(Sheet 4 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. ...SC-25-00080.....

PART 2

- (b) regularly maintaining and repairing the System in accordance with the standard required by Council, as notified to the registered proprietor of the lot burdened from time to time
- (c) for the purpose of performing the obligation to maintain the System under clause 3.2(b), replacing the System when Council has determined and notified the registered proprietor of the lot burdened that the System is no longer capable of functioning properly in a safe and efficient manner and cannot be repaired
- (d) for the purpose of giving effect to the obligation to replace the System under clause 3.2(c), replacing the System in accordance with the requirements of Council, as notified to the registered proprietor of the lot burdened from time to time; and
- (e) complying with all written directions and notifications issued by Council in respect of the System and this covenant.

3.3 Inspection

For the purpose of ensuring observance of this covenant, Council or its authorised agents may from time to time and upon giving reasonable notice to the registered proprietor of the lot burdened (but at any time and without notice in the case of an emergency) enter the lot burdened and inspect the condition of the System and the state of construction, maintenance or repair of the System, for compliance with the requirements of this covenant, and to this extent, section 88F(2)(a) of the Act is hereby amended.

3.4 Notice for Compliance

By written notice, Council may require the registered proprietor of the lot burdened to attend to any matter and carry out such works within the time stated in the notice, to ensure the proper and efficient performance of the System and compliance with this covenant.

3.5 Council's right to enter the lot burdened

Pursuant to Section 88F(3) of the Act, Council or its authorised agents shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor of the lot burdened fails to comply with the terms of any written notice issued by Council as set out above, Council or its authorised agents may enter the lot burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonable to comply with this covenant. In carrying out the work under this clause, Council must, having regard to the nature and extent of the work to be carried out:
 - i. cause as little inconvenience as is practicable to the registered proprietor and any occupier of the lot burdened; and

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Electronic signature of me,
Alan Middlemiss, affixed
by me on 1/10/2025 9:27:55 AM

Authorised Officer

Lengths are in metres

(Sheet 5 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. ~~SL-25-00080~~.....

PART 2

- ii. as soon as practicable, repair damage which it causes to the lot burdened; and
- iii. take all reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

(b) Council may recover from the registered proprietor of the lot burdened, as a debt due and payable in a court of competent jurisdiction:

- i. any expense reasonably incurred by it in exercising its powers in this covenant. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said works, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work
- ii. legal costs on an indemnity basis for issue of the notices and recovery of the costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to section 88F(4) of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3.6 Binding covenant

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

3.7 Release, variation and modification of this covenant

This covenant must not be released, varied or modified without the express authorisation of Council.

3.8 Definition of "System"

For the purposes of this covenant, "System" means the

- (a) devices and systems constructed and/or installed on the lot burdened including on-site stormwater detention systems, rainwater tanks, stormwater quality improvement devices, and all other water sensitive urban design systems approved by Council; and
- (b) all built and other structures associated with and/or required for the safe and efficient function of the System including, but not limited to, all ancillary gutters, pavements, pipes, drains, swales, channels, rainwater tank pretreatment, flow meters, water disinfection, walls, kerbs, pits, grates, screens, tanks, chambers, basins and surfaces.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 3 is **Blacktown City Council**

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Alan Middlemiss, affixed
by me on 1/10/2025 9:28:00 AM

.....
Authorised Officer

Lengths are in metres

(Sheet 6 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. ...SC-25-00080.....

PART 2

4. Terms of Restriction on the Use of Land numbered 4 in the plan

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

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 4 is **Blacktown City Council**

5. Terms of Restriction on the Use of Land numbered 5 in the plan

No further development of the lot burdened is to take place unless it is developed in accordance with Notice of Determination No. 15-02575. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 5 is **Blacktown City Council**

6. Terms of Easement numbered 6 in the plan

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

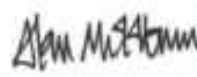
Name of Authority having the power to release, vary or modify the terms of Easement numbered 6 is **Epsilon Distribution Ministerial Holding Corporation**

7. Terms of Restriction on the Use of Land numbered 7 in the plan

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of Authority having the power to release, vary or modify the terms of Restriction on the Use of Land numbered 7 is **Epsilon Distribution Ministerial Holding Corporation**

APPROVED BY BLACKTOWN CITY COUNCIL


Electronic signature of me,
Alan Middelmiss, affixed
by me on 1/10/2025 9:28:02 AM
.....
Authorised Officer

Lengths are in metres

(Sheet 7 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. SC-25-00080

PART 2

8. Terms of Restriction on the Use of Land numbered 8 in the plan

No buildings shall be erected on the lot hereby burdened unless they comply with the requirements in the Salinity Report as prepared by Geotesta Pty Ltd Reference NE1257 dated 12/09/22. A copy of this Report is available to all owners and occupiers of the burdened lot(s).

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 8 in the plan is **Blacktown City Council**

9. Terms of Easement numbered 9 in the plan

The terms as set out in Part 7, Schedule 4A of the Conveyancing Act 1919, as amended are incorporated into this document.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 9 is **Blacktown City Council**

10. Terms of Easement numbered 10 in the plan

Easement for support of the soil in Wonson Parade and the lots benefited as weighted with any improvements which the Council of the City of Blacktown in the case of such road and the proprietor for the time being in the case of the lots benefited may from time to time see fit to erect or allow to be erected thereon or which may be erected thereon under any statutory authority with full and free power, liberty, licence and authority from time to time and at all times hereafter to the said Council and to every person authorised by it to enter upon go return pass and repass through along and over the burdened lot with officers and/or servants and/or workmen of the said Council or of any such person authorised by it as aforesaid and with or without vehicles and to use the burdened lot for the purpose of placing thereon all such earth soil cement clay sand stones and rock and other materials as shall be necessary or desirable for the purpose of constructing reconstructing altering maintaining and repairing on the burdened lot a batter to serve as a support for the surface subsoil and undersurface of the said road and lots benefits by this easement including all improvements thereon and do all such other incidental acts and things as may be necessary in the premises to enable the aforesaid purposes to be carried out and for all or any of the said purposes to pull down and re-erect any fences or other posts on the burdened lot and the burdened lot shall not be used or permitted to be used in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for the said road and lots benefited as aforesaid or which may injure or damage the said batter or in any way impair its efficiency and if the proprietor for the time being of the burdened lot should do or suffer to be done any act or thing which may in any way injure damage or impair the said batter he shall be liable at this own expense to properly and substantially repair and make good all such injury and damage. Where herein used, words importing the singular number or plural number shall include the plural and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 10 is **Blacktown City Council**



Electronic signature of me,
Alan Middleton, affixed
by me on 1/10/2025 9:28:03 AM

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 8 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. SC-25-00080

PART 2

Blacktown City Council by its authorised
delegate pursuant to s.377 Local
Government Act 1993

 Electronic signature of me
Alan Middlemiss, affixed by me
on 1/10/2025 1:16:29 PM

Signature of Delegate

Alan Middlemiss

Name of Delegate

Coordinator Planning Assessment

Position of Delegate

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

 Electronic signature of me,
Nicholas Sultana, affixed by me
on 1/10/2025 1:18:04 PM

Signature of Witness

Nicholas Sultana

Name of Witness

62 Flushcombe Road,
Blacktown NSW 2148

Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

 Electronic signature of me
Alan Middlemiss, affixed by me
on 1/10/2025 1:18:33 PM

Authorised Officer

Lengths are in metres

12
(Sheet 9 of 11 sheets)
1307207

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1235483 and Lot 4 in
DP223895 covered by Subdivision Certificate No.
and Easements over Lot 3 in DP1207669 & Lot 1 in
DP1207670 covered by Subdivision Certificate No. SC-25-00080

PART 2

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

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

Signature of witness:



Digitally signed by
Natasha Issac
Date: 2024.04.10
10:06:37 +10'00'

Name of witness:

Natasha Issac.....

Address of witness:
c/-Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

This document was signed in counterpart
and witnessed over audio visual link in
accordance with Section 14G of the
Electronic Transactions Act 2000.

Signature of attorney:



Digitally signed by
Simon Lawton
Date: 2024.04.10
10:02:53 +10'00'

Name and position of attorney:

Simon Lawton.....

Strategic Property Manager.....

Power of attorney: Book 4822 No. 410.....

EE reference: URS19241.....

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 10 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. ...SC-25-00080.....

PART 2

Registered Proprietor
Lot 1 in DP1307207 – UPG 25 Pty Limited

EXECUTED by)
UPG 25 Pty Limited)
ACN 607 945 924)
in accordance with s127 of)
the Corporations Act 2001)


.....
Bhart Bhushan
Sole Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres:

11 of 12
(Sheet 9 of 8 sheets)

Plan: **DP1229727**

~~Plan of Subdivision of Lot 1 in DP1235483 covered by
Subdivision Certificate No.~~

PART 2

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. SC-25-00080

Consent of Mortgagee

EXECUTED by
Leda Finance Pty Limited
ACN 001 884 064
in accordance with s127 of
the Corporations Act 2001


.....
(Signature)


R. J. ELL
.....
(Print Name)
Director


.....
(Signature)

W. R. ELL
.....
(Print Name)
Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL

.....
Authorised Officer

Lengths are in metres

(Sheet 12 of 12 sheets)

Plan: **DP1229727**

Plan of Subdivision of Lot 1 in DP1307207 & Lot 4 in
DP223895 and Easements over Lot 3 in DP1207669 &
Lot 1 in DP1207670 covered by Subdivision Certificate
No. **SC-25-00060**

PART 2

Registered Proprietor
Lot 4 in DP223895 – Blacktown City Council

Signed on behalf of Blacktown City Council (ABN 18 153 831 768) under
registered power of attorney Book 4758 No. 886 dated 29 April 2019 under
pursuant to principal instrument power of attorney Book 4654 No. 514 dated
29 August 2013, who states that she has no notice of revocation of that power.



Digitally signed by
Amanda Borazio
Date: 2025.10.01
12:59:07 +10'00'

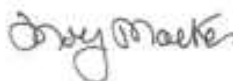
Witness Signature

Amanda Borazio

Witness Name in full

62 Flushcombe Road,
Blacktown NSW 2148

Address of Witness



Digitally signed by Mary
Josephine Esther Macken
Date: 2025.10.01 12:59:37
+10'00'

Signature

Mary Josephine Esther Macken

Full name

REGISTERED:



07/10/2025

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me
Alan Middlemiss, affixed by me
on 1/10/2025 1:19:04 PM

Authorised Officer

Planning certificate



Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference 2026444

Certificate details

Certificate no.	PL2026/12030	Fee	\$74.00
Date issued	16 October 2026	Urgency fee	N/A
Receipt no	D006797096		

Property information

Property ID	419278	Land ID	411994
Legal description	LOT 71 SP 95225		
Address	15 EUNICE GLADE RIVERSTONE NSW 2765		
County	CUMBERLAND	Parish	GIDLEY

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

Disclaimer

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

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

Section 10.7 (2)

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

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

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

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

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

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

1.2 Development control plans

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

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for

those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

1.3 Proposed environmental planning instruments

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

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/have-your-say>.

- EIE on "changes to deter illegal tree and vegetation clearing" – Codes SEPP and Biodiversity SEPP <https://www.planningportal.nsw.gov.au/draftplans/under-consideration/protecting-our-trees-changes-deter-illegal-tree-and-vegetation-clearing>
- EIE on "improving planning processes to deliver infrastructure faster" – Transport and Infrastructure SEPP and Planning Systems SEPP <https://www.planningportal.nsw.gov.au/draftplans/under-consideration/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>
- EIE on "Climate Change and Natural Hazards SEPP" <https://www.nsw.gov.au/ministerial-releases/future-proofing-nsw-new-planning-policy-to-tackle-climate-risks-and-natural-hazards>

1.4 Proposed development control plans

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

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

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

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

- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

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

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

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

2.3 Additional permitted uses

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

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

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

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

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

2.4 Minimum land dimensions for the erection of a dwelling house

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

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

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

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

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

2.5 Biodiversity

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

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

2.6 Conservation area

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

- Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The following outlines if the Cumberland Plain Conservation Plan (CPCP) and any relevant provisions under this plan apply to the site:

The CPCP does not apply.

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

The areas where the plan applies are:

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

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

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

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

3. Contributions plans

3.1 Contribution plans

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

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

3.2 Draft contributions plans

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

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

3.3 Special contributions

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

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

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

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

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

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy

(Exempt and Complying Development Codes) 2008, available at:
www.legislation.nsw.gov.au

4.2 Variations to complying development codes

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

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

5. Exempt development

5.1 Where exempt development codes apply

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

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

5.2 Variations to exempt development codes

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

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

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

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

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

6.2 Affected building rectification order in force

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

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

6.3 Affected building rectification order – notice of intent

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

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

7. Land reserved for acquisition

7.1 Current provisions

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

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

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

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

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

7.2 Draft provisions

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

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

8. Road widening and road realignment

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

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

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

8.3 A resolution of the Council

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

9. Flood related development controls

The following outlines:

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

Yes/No

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

For residential development: **Yes/No**

For other development: **Seek further clarification**

- 9.3** The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

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

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

Exhibition of Wianamatta South Creek Flood Study

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

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

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

If you would like more information on how this may affect your property, you can contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

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

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

10.1 Land slip

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

10.2 Bush fire

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

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

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

10.3 Tidal inundation

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

10.4 Subsidence

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

10.5 Acid sulfate soils

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

10.6 Contamination

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

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

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

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

10.7 Aircraft noise

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

10.8 Salinity

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

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

10.9 Coastal hazards

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

10.10 Sea level rise

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

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

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

11. Bushfire prone land

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

Council is currently in the process of updating its bush fire prone maps.

The updated maps reflect the NSW Rural Fire Services requirements and certified by the Commissioner of the NSW RFS under Environmental Planning and Assessment Act 1979, section 10.3(2). The maps are consistent with Planning for Bushfire Protection 2019. https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0005/174272/Planning-for-Bush-Fire-Protection-2019.pdf

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

12. Loose-fill asbestos insulation

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

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

13. Mine subsidence

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

14. Paper subdivision information

14.1 Development plan adopted

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

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

14.2 Development plan adopted – subject to ballot

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

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

14.3 Subdivision order

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

The land is not subject to a subdivision order.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

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

17. Biodiversity certified land

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

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

All or part of the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

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

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

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

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

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

20. Western Sydney Aerotropolis

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

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

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

20.2 On the Lighting intensity and Wind shear map

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

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

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

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

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

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

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

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

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*.

Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>

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

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

22.1 Site compatibility certificate

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

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

22.2 SEPP Housing - conditions of consent

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

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

22.3 SEPP Affordable rental housing - conditions of consent

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

- Council's records are currently incomplete in relation to this matter.

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

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

23.1 Significant contamination

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

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

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

23.2 Management order

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

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

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

23.3 Voluntary management proposal

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

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

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

23.4 Maintenance order

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

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

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

23.5 Site audit statement

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

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

24. Water or sewerage services

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

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

Note—

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

25. Special entertainment precincts

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

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

26. Interim development in future infrastructure corridors

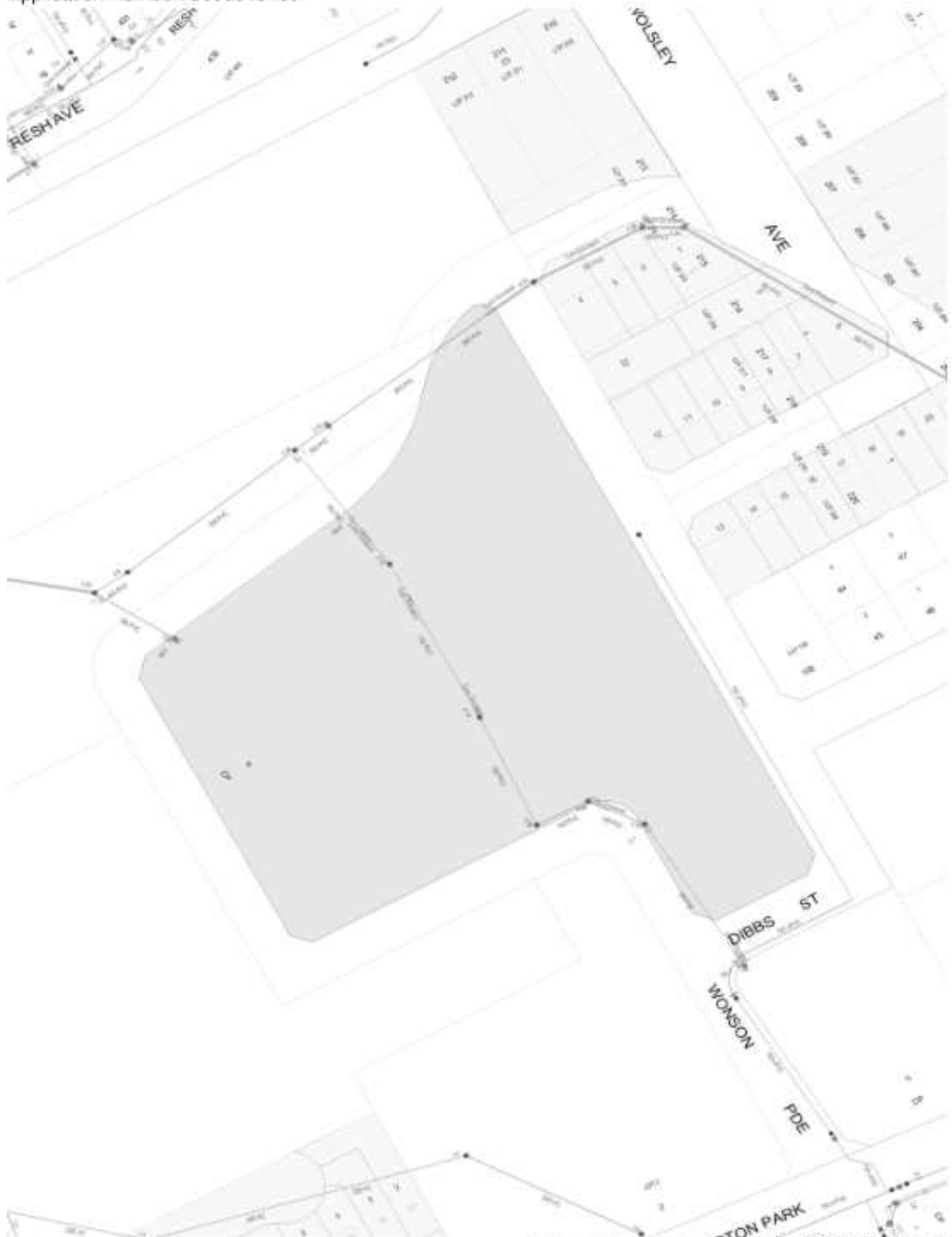
The following outlines if a condition of a development consent has been granted in relation to the land that is a condition of concurrence granted by Transport for NSW under the provisions of *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A:

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

End of certificate

Service Location Print

Application Number: 8005618160



Document generated at 15-10-2026 03:01:07 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

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**.

15 October 2026

Infotrack Pty Limited

Reference number: 8005618161

Property address: 15 Eunice Gld Riverstone NSW 2765

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.

Sincerely

The Sydney Water team

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.